

AGREEMENT

36361

THIS AGREEMENT is made and entered, in duplicate, as of August 26, 2022 for reference purposes only, pursuant to Resolution No. RES-22-0150 adopted by the City Council of the City of Long Beach at its meeting on August 23, 2022, by and between QUALITY OFFICE FURNISHINGS, INC., a California corporation ("Contractor"), with a place of business located at 23825 Via Del Rio, Yorba Linda, California 92887, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase furniture and related accessories and services; and

WHEREAS, the Regents of the University of California on behalf of the University of California, through Omnia Partners, Public Sector, has a contract with Kimball Office, Inc. for office furniture and related services, Contract No. 2019.001896 ("Kimball Contract"); and

WHEREAS, Region 4 Education Service Center, through Omnia Partners, Public Sector, has a contract with The HON Company LLC for furniture, installation and related services, Contract No. R191804 ("HON Contract")

WHEREAS, Quality Office Furnishings, Inc. is the only authorized Dealer to receive, deliver, install and reconfigure furniture through the Kimball and HON Contracts; and

WHEREAS, the City's participation in the Kimball and HON Contracts (together "Omnia Contract") will facilitate timely acquisition of the furniture and related services as well as provide considerable cost benefits to the City; and

WHEREAS, Resolution No. RES-22-0150 authorizes the City to purchase furniture and related accessories and services by virtue of the Omnia Contract;

1 NOW, THEREFORE, in consideration of the terms and conditions contained  
2 in this Agreement, the parties agree as follows:

3 1. The Omnia Contract with Contractor, attached hereto as Exhibit "A",  
4 is incorporated by this reference as if fully set forth, and the same terms and conditions  
5 contained in the Omnia Contract shall be applicable here except as follows:

6 A. Wherever the Omnia Contract refers to the Regents of the  
7 University of California or Region 4 Education Service Center, it shall be deemed to  
8 refer to the City of Long Beach.

9 B. This Agreement shall be construed in accordance with the  
10 laws of the State of California, and the venue for any legal actions brought by any  
11 party with respect to this Agreement shall be the County of Los Angeles, State of  
12 California for state actions and the Central District of California for any federal  
13 actions.

14 C. As a condition precedent to the effectiveness of this  
15 Agreement, Consultant shall procure and maintain, at Consultant's expense for  
16 the duration of this Agreement, from insurance companies that are admitted to  
17 write insurance in California and have ratings of or equivalent to A:V by A.M. Best  
18 Company or from authorized non-admitted insurance companies subject to  
19 Section 1763 of the California Insurance Code and that have ratings of or  
20 equivalent to A:VIII by A.M. Best Company the insurance requirements identified  
21 in the Omnia Contract. Where insurance obligations in the Omnia Contract refers  
22 to the Regents of the University of California or Region 4 Education Service  
23 Center, it shall be deemed to refer to the City of Long Beach, its boards and  
24 commissions and their officials, employees, and agents.

25 2. Contractor shall sell, furnish and deliver to the City furniture and  
26 related accessories and services, of the same kind identified in the Omnia Contract, in an  
27 amount of One Hundred Five Thousand Five Hundred Thirty-Five Dollars (\$105,535), with  
28 a fifteen percent (15%) contingency in the amount of Fifteen Thousand Eight Hundred

1 Thirty Dollars (\$15,830), for a total contract amount not to exceed One Hundred Twenty-  
2 One Thousand Three Hundred Sixty-Five Dollars (\$121,365), until Region 4 Education  
3 Service Center Contract No. R191804 expires on April 30, 2023, and The Regents of the  
4 University of California on behalf of the University of California Contract No. 2019.001896  
5 expires on April 30, 2024 with the option to renew for as long as the Omnia Contract is in  
6 effect, at the discretion of the City Manager. To the extent that the Omnia Contract and  
7 this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and  
8 (2) the Omnia Contract.

9           3. Payment for the furniture and related accessories and services  
10 purchased from Contractor by the City shall be made by the City on delivery to and  
11 acceptance of the furniture and related accessories and services by the City and submittal  
12 of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

13           4. All warranties shall accrue to the City of Long Beach.

14           5. The term of this Agreement shall commence at midnight on August  
15 23, 2022, and shall terminate at 11:59 p.m. on April 30, 2024, with the option to renew for  
16 as long Region 4 Education Service Center Contract No. R191804 and The Regents of the  
17 University of California on behalf of the University of California Contract No. 2019.001896  
18 are in effect, at the discretion of the City Manager.

19           6. Neither this Agreement nor any money that becomes due to  
20 Contractor under this Agreement may be assigned by Contractor without the prior written  
21 consent of the City Manager or his designee.

22           7. Any notice given under this Agreement shall be in writing and  
23 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
24 delivered or mailed to Contractor at the relevant address first stated above, and to the City  
25 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
26 shall be deemed given three days after deposit in the mail.

27           8. The terms appearing on the Omnia Contract are incorporated in this  
28 Agreement.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

9. Contractor shall cooperate with the City in all matters relating to self-accrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.

10. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

QUALITY OFFICE FURNISHINGS, INC., a  
California corporation

September 9, 2022

By [Signature]  
Name RANDALL BAIRD  
Title CEO

September 9, 2022

By [Signature]  
Name RANDALL BAIRD  
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

September 20, 2022

By [Signature]  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on September 13, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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EXHIBIT "A"

**Region 4 Education Service Center (ESC)**

**Contract # R191804**

*for*

**Furniture, Installation and Related Services**

*with*

**The HON Company LLC**

**Effective: May 1, 2020**

The following documents comprise the executed contract between the Region 4 Education Service Center and the HON Company LLC effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of April 28, 2020 by and between the HON Company LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, 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 are incorporated into the 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 Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) 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:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) 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.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) 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 change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract 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 or material 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 or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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 immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor 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 Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) 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 Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) 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.

#### CONTRACT

- e) Standard Cancellation. Region 4 ESC 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.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor 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 if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. 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 Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, 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 manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor'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 provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing 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 that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor'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.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor 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.
- 20) 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. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. 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.
- 21) 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.
- 22) 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.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees 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. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.

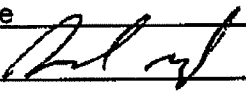
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation 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.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor 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 Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

### **OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

Company Name The HON Company LLC  
Address 200 Oak Street  
City/State/Zip Muscatine, IA 52761  
Telephone No. (800) 466-8694  
Email Address HNIGovContracts@hnicorp.com  
Printed Name David Bizak  
Title Vice President, Finance  
Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R191804

Initial Contract Term May 1, 2020 to April 30, 2023

\_\_\_\_\_  
Region 4 ESC Authorized Board Member  
Margaret S. Bass  
Print Name

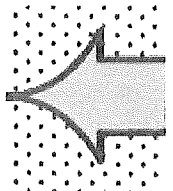
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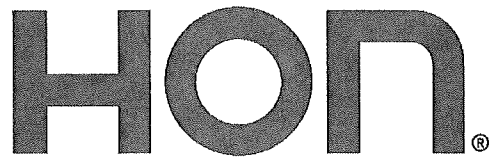
Date

\_\_\_\_\_  
Region 4 ESC Authorized Board Member  
Carmen T. Moreno  
Print Name

4/28/2020

Date





## The HON Company

Solicitation Number 19-18

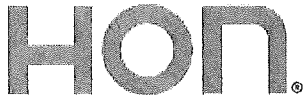
Request for Proposal (RFP)

by

Region 4 Education Service Center ("ESC")

for

Furniture and Installation



Headquarters  
200 Oak Street  
Muscatine IA 52761  
800 554 8230

December 09, 2019

Region 4 Education Service Center  
OMNIA Partners  
7145 Tidwell Road  
Houston, TX 77092

RE: RFP for Furniture and Installation; Solicitation Number 19-18

Dear Region 4 Education Service Center:

Enclosed, please find The HON Company's proposal to perform the covered services under the terms of the Furniture and Installation Solicitation Number 19-18.

Over the past 10 years, The HON Company has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. The HON Company products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, The HON Company will continue to promote our exceptional value and the value of the Region 4 ESC/OMNIA Partners Cooperative. We believe that our proposal provides a comprehensive response for the requirements stated in this RFP.

We are confident we have and will continue to support the OMNIA Partners contract as our leading nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector Sales, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract.

The HON Company is not merely offering great product solutions but will continue to work diligently towards building a lasting partnership between our organizations. With this proposal, our desire is to demonstrate continued dedication towards Region 4, OMNIA Partners, and our shared customers.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Bizak".

David Bizak  
Vice President of Finance  
The HON Company

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Tab 2	Products/Pricing <ul style="list-style-type: none"><li>a. Discount Matrix</li><li>b. Services Pricing</li><li>c. Electronic Catalog</li><li>d. Order to Delivery Brochure</li></ul>
Tab 3	Performance <ul style="list-style-type: none"><li>a. Appendix D, Exhibit A</li><li>b. Appendix D, Exhibit B (redlined)</li><li>c. Appendix F, Federal Funds Certifications</li><li>d. Appendix G, New Jersey Business Compliance</li><li>e. Evaluation Criteria Response</li><li>f. D&amp;B Report – The HON Company LLC</li><li>g. D&amp;B Report – HNI Corporation</li><li>h. HON Full Lifetime Warranty</li><li>i. HON Limited 5-year Warranty</li></ul>
Tab 4	Qualifications & Experience <ul style="list-style-type: none"><li>a. References</li></ul>
Tab 5	Value Add <ul style="list-style-type: none"><li>a. Value-Added Services</li></ul>
Tab 6	Additional Required Documents <ul style="list-style-type: none"><li>a. Appendix C, Doc 1 – Open Records Policy</li><li>b. Appendix C, Doc 2 – Antitrust Certification Statement</li><li>c. Appendix C, Doc 3 – Implementation House Bill 1295 Certificate of Interested Parties<ul style="list-style-type: none"><li>◦ 1295 Certificate of Interested Parties</li></ul></li><li>d. Appendix C, Doc 4 – Texas Government Code 2270 Verification Form</li><li>e. Appendix C, Doc 5 – Special Conditions</li><li>f. Appendix C, Doc 6 – Questionnaire</li></ul>

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## Tab 1 - Draft Contract & Signature Form

**HON<sup>®</sup>**

**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_  
\_\_\_\_\_  
("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_for\_\_\_\_\_("RFP"),  
to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in  
providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract  
between the Contractor and Region 4 ESC, having its principal place of business at 7145 West  
Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, 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 are incorporated into the 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 Contract will provide that any state and local governmental entities, public and  
private primary, secondary and higher education entities, non-profit entities, and agencies for the  
public benefit ("Public Agencies") may purchase products and services at prices indicated in the  
Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless  
terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the  
right to renew the Contract for two (2) additional one-year periods or portions thereof. Region  
4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region  
4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three  
hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the  
initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may  
mutually agree to extend the term of this Agreement. Contractor acknowledges and  
understands Region 4 ESC is under no obligation whatsoever to extend the term of this  
Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this  
agreement, and described in the RFP, incorporated herein by reference as though fully set  
forth herein.



- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) 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:
- i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) 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.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) 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 change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract 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 or material 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 or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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 immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor 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 Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) 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 Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) 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.

- e) Standard Cancellation. Region 4 ESC 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.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor 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 if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, 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 manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor'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 provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC

reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing 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 that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor'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.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor 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.
- 20) 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. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. 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.
- 21) 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.
- 22) 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.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees 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. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.

- 26) Safety measures. Contractor 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. Contractor 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.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor party in control of the location against loss and damage unless otherwise agreed to by Contractor and Region 4 ESC. ~~Contractor~~ The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until ~~final acceptance~~ delivery into Region 4 ESC control ~~by Region 4 ESC~~, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at the time of delivery ~~final acceptance~~.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor 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 Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

Company Name The HON Company LLC

Address 200 Oak Street

City/State/Zip Muscatine, IA 52761

Telephone No. (800) 466-8694

Email Address HNIGovContracts@hnicorp.com

Printed Name David Bizak

Title Vice President, Finance

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

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

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### **Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 14 Delivery, P.4	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 Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency <del>7 days of receipt of Purchase Order</del> . If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	acceptable
Appendix A, Section 28 Stored Materials, P.6	Upon prior written agreement between the Contractor and Region 4 ESC, 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.	Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor party in	acceptable



	<p>An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.</p>	<p>control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. Contractor The insuring party agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.</p> <p>Until final acceptance delivery into Region 4 ESC control by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery final acceptance.</p>	
Exhibit A, Section 2.2 Pricing Commitment, P.20	<p>Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</p>	<p><del>Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</del></p> <p>Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions.</p>	acceptable
Exhibit B, Section 14 Administrative Fee Payment, P.28	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via</p>	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector within 30 days of calendar month end, at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D.</p>	OMNIA Partners and HON will discuss

	<p>Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.</p>	<p>Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.</p>	
Exhibit F, Federal Funds Certifications, Overview P.37	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. §200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.</p>	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Purchasing Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.</p>	noted
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.40	<p>To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request.</p>	<p>To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify its individual products comply to with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.</p>	noted

	Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.		
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.40	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, Federal Requirements, P.9	<b>Federal Requirements</b> If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	<b>Federal Requirements</b> If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized, and Contractor is notified prior to order placement.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, 2. Equal Employment Opportunity Item 8, P.10	The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the provisions of paragraphs (1) through (8) in every dealer subcontract <del>or purchase order</del> unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor <del>or vendor</del> . The contractor will take such action with respect to any dealer subcontract <del>or purchase order</del> as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor <del>or vendor</del> as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, 3. "During the performance of	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every dealer subcontract <del>or purchase order</del> unless exempted by rules, regulations, or orders of the Secretary of Labor issued	noted

<p>this contract, the contractor agrees as follows: Item 7, P.12</p>	<p>subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."</p>	<p>pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor <del>or vendor</del>. The contractor will take such action with respect to any dealer subcontract <del>or purchase order</del> as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor <del>or vendor</del> as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."</p>	
<p>Amendment 1, Appendix C, Doc #5 – Special Conditions, Sign-Off, P.23</p>	<p>Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, as applicable.</p>	<p>Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, as applicable.</p>	<p>noted</p>

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## Tab 2 - Product/Pricing

**HON®**



Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Caseworks	HON Branded Seating	HON 5 Year Warranty	Education	South High-Back Patient Chair
1	\$0 - \$25,000	64.70%	55.40%	53.30%	53.30%	55.30%	53.30%	51.30%
2	\$25,001 - \$75,000	65.70%	56.40%	55.00%	55.00%	56.40%	55.00%	52.30%
3	\$75,001 - \$150,000	67.90%	63.70%	59.60%	59.60%	58.50%	56.50%	54.50%
4	\$150,000 & Above	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Product Series								
Abode Systems			210 Vertical Files	10500 Series Laminated Desking	Accommodate	400 Series	Product Series	Product Series
Abound Systems			310 Vertical Files	10700 Series Laminated Desking	Adjustable Task/Lab Stools	Assemble	SmartLink	Soothe
Accelerate Systems			510 Vertical Files	34000 Series Desking	Boda	Charge		
Brigade Pedestals			Brigade Laterals	38000 Series Desking	Cambia (2150/2160)	Circulate		
Empower			Brigade Shelf File & Overfiles	66000 Series (StationMaster)	Ceres	Client		
Flagship Pedestals			Brigade Steel Bookcase	94000 Series Laminated Desking	Comfortask (5900)	Contemporary Laminated Occasional Tables		
Systems Accessories			Brigade Storage Cabinets	Arrange	Endorse	Coordinate Height Adjustable Bases		
			Contain	Between	Flock	Corral		
			Flagship File Centers	Build Tables	Grove	Crio		
			Flagship Laterals	Concinity	GuestStacker (4030)	Desktop Riser HBXRISER		
			Flagship Storage & Bookcases	Flock	High Density Olson Stacker (4040)	Entire		
			FlameSafe Fire-Resistant Files	Height Adjustable	Ignition	Exposure		
			Fuse	Hospitality	Ignition 2.0	HBTMS		
			H320 Vertical Files	Huddle	Invitation (2210)	HVL102		
			Storage Accessories	Laminated Occasional Tables	Lots (2280)	HVL103, HVL105, & HVL108		
				Mentor Desking	Motivate	HVL131		
				Metro Desking	Nucleus	HVL151		
				Motivate	Pagoda (4070)	HVL161		
				Preside	Park Avenue	HVL171		
				Desking & Table Accessories	Perpetual	HVL220		
				Utility Tables	Pillow-Soft (2090/2190)	HVL402		
				Valido Laminated Desking	Purpose	HVL521 & HVL525		
				Voi Laminated & Veneer Desking	Quotient	HVL601		
					Riley	HVL653		
					Seating Accessories	HVL712		
					Skip	Instigate		
					Solutions Seating (4000)	Manage		
					Solve	Mobile Peds		
					Soothe	Modular Lounge		
					Versant	Network		
					Volt (5700/5710)	Perch		
						Prominent		
						Scatter		
						Tilt		
						TopFlight		
						Torch		
						Validate		
						ValueTask		
						Verse		
						Wave		
						Workplace Tools - Wobble Board, Footrest, Anti-Fatigue Mat, Chair Mats & HVL995 Arms		



Service	Charge
Basic Installation*	Basic Installation/Reconfiguration will be a minimum of \$60 per hour with a not to exceed maximum charge of \$85 per hour. Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation
Expanded Installation**	Expanded Installation/Reconfiguration will be a minimum of \$100 per hour with a not to exceed maximum charge of \$350 per hour. Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor and major metropolitan areas.
Minimum Installation	Minimum of \$200 per order may apply
Design	Design Services will be a minimum of \$85 per hour with a not to exceed maximum charge of \$125 per hour.
Project Management	Project Management will be a minimum of \$80 per hour with a not to exceed maximum charge of \$200 per hour.
Storage	Not to Exceed \$5/sq ft/month after 30 days

# Price Lists

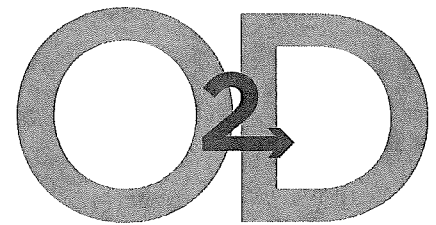
Per the RFP instructions, 2 jump drives have been included with our response containing the following:

- January 2020 HON Full Line Pricer
- January 2020 HON Seating Pricer

The price lists will be used to apply the discounts provided in our proposed discount matrix.



# HON



## ORDER TO DELIVERY

Better Experience. Better Profits.



## HON Standard Services

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

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

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

*Applicable to all order types*



#### Prior to Order Submission

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

#### At Order Submission

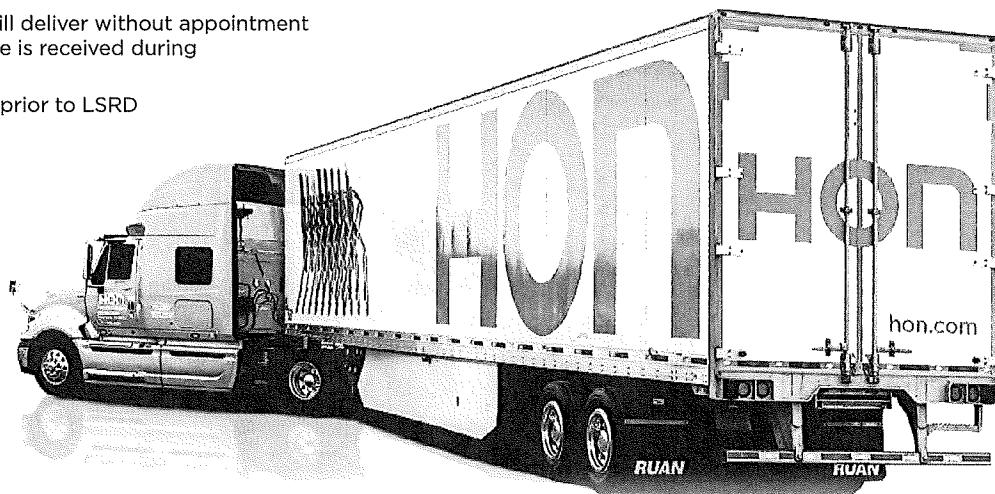
- Electronically ordered (via HON Ready Portal or EDI)
- 100% clean and executable for pricing, production, service, and delivery
- Utilize HON Enhanced Services Catalog for any non standard service requests
- Review Order Acknowledgment immediately upon receipt
- Request minimal order changes during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

#### Last Shipment Revision Date (LSRD)

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

#### At Delivery

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





## Enhanced Services





Effective 4/1/19

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

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

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



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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Standard Service**

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

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

**Enhanced Service**

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

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



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Muscatine, IA 52761  
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## Tab 3 - Performance Capability

**HON**<sup>®</sup>

executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

### **3.1 Company**

#### **A. Brief history and description of Supplier.**

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

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

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

markets our products through a nationwide network of loyal distribution partners.

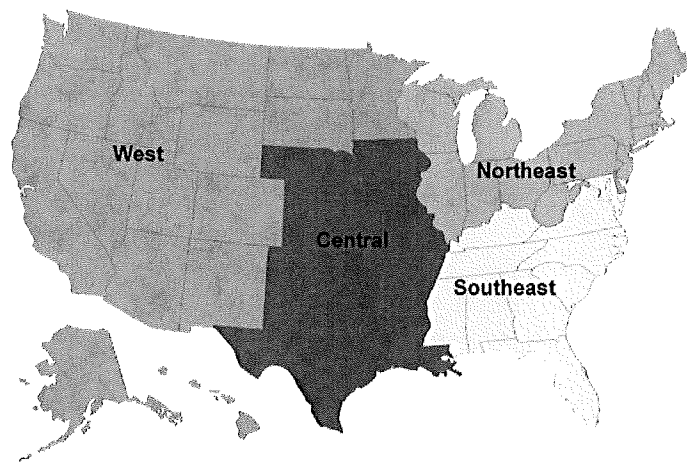
Today, HNI Corporation manages multiple office furniture brands- including HON, the largest operating company under HNI. HON has a wide breadth of education and workplace furniture including seating, storage, workstations, tables and casegoods.

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

The HON Company has been an awarded OMNIA Partners vendor through Region 4 ESC since 2010.

**B. Total number and location of sales persons employed by Supplier.**

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



**Sales member types:**

Solutions Account Associates: 26

Business Development Managers/Associates: 63

Regional Market Managers: 7

Regional Vice Presidents: 4

Director of Public Sector Sales: 1

VP and GM, Sales and Service: 1

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

**Business Development Associates/Managers** - The HON Company has over 60 Business Development Members located throughout the United States. Our Business Development Members are physically located within their sales region to build a strong rapport with our customers and our nationwide network of OMNIA Partner dealers. Business Development Members are the foundation of our salesforce and are focused on driving sales and marketing efforts within their

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assigned region. Some of their key sales activities include: meeting with customers and dealers, providing pricing and program guidance, training our dealers on products and pricing, staying up-to-date with local business trends, and attending industry tradeshows.

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

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

**Director of Public Sector** - The Director of Public Sector Sales is focused on driving growth within the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our sales organization as well as our dealer partners; and builds strong relationships with OMNIA Partners cooperative members and State and Local procurement officials.

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

- C. Number and location of support centers (if applicable) and location of corporate office.

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

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

The HON Company realizes that customers occasionally need to view furniture as they determine the best overall solution for their requirements. To help with this, HON maintains several market-based showrooms. These resource centers showcase HON product in real-life applications and offer great visual

representations of the HON brand. In these dynamic spaces, customers and dealers can view the best ways to create a space that is inspired and practical. HON resource centers showcase HON's newest offering and act as a complement to our dealer showrooms. HON has resource centers located in the following markets for use by customers:

Muscatine, IA  
Chicago, IL  
New York, NY  
Washington, DC

D. Annual sales for the three previous fiscal years.

The HON Company is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation has a financial rating of 5A 1 with Dun & Bradstreet, which is the best available rating.

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

2016	\$2,203,489,000
2017	\$2,175,882,000
2018	\$2,257,895,000

In fiscal 2018, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or 76% was attributable to office furniture products. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI State and Local sales represent approximately 15% of total HNI Office Furniture Segment.

E. Submit FEIN and Dunn & Bradstreet report.

Tax ID #42-1491474

D&B #14-781-4735

Please see D&B report provided at the end of this section.

F. Describe any green or environmental initiatives or policies.

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

Since the implementation of our Environment and Safety Management System (ESMS) in 1992, local, state and federal environmental laws and regulations have changed, and we continually update our policy to ensure these changes are part of our manufacturing and distribution processes.

**Our Commitments**

HNI pursues positive change with a simple, clear purpose to make things better every day. We're always looking for a better way, which means we are in a constant state of transformation. We are never satisfied with the status quo because no matter how well we do, we believe we can always improve.

As we embark on sharing how we address key social responsibility issues and provide future updates on our actions and progress, we introduce the following

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commitments:

By 2021, we will:

- Reduce our energy consumption by 10 percent from our 2017 baseline
- Establish a goal for science-based carbon emissions reduction
- Establish a goal for use of renewable energy
- Achieve zero landfill waste at two of our manufacturing operations
- Institute a transparent process to evaluate the environmental and social responsibility performance of 85 percent of our tier one suppliers

By 2025, we will:

- Evaluate 100 percent of materials and chemical substances in products for human and ecosystem impacts and attempt to minimize those impacts through Design for the Environment.

### **Carbon Footprint**

Across HNI, we have identified ways to reduce packaging. By bulk-packing products of similar size and redesigning packaging for certain product lines, we've increased the amount of product we ship per truck. These efforts allow us to reduce the number of trucks needed to ship product which reduces fuel and overall CO2 emissions.

We have been working to understand our products' environmental impacts through the use of Life Cycle Assessments (LCA) and the creation of Environmental Product Declarations (EPDs). Once we've understood the impacts of our products, we then focus our efforts on reducing the carbon emissions associated with the development and production of our products.

HNI will be establishing a goal for science-based carbon emissions reduction through the Science-based Target Initiative (SbTI). To achieve our carbon reduction target, we are considering a variety of paths, including the following:

- Setting up a program that allows a portion of our sales to fund the Arbor Day Foundation's efforts at reforestation. Planting trees is a way to restore biodiversity and help the communities where the reforestation projects occur. This may be accomplished through the addition of product model options, where customers could select a product option that is priced higher, but the minimal extra fee would go directly to the reforestation fund.
- Purchase carbon offsets for our Scope 1 and Scope 2 emissions (those directly associated with our manufacturing processes).
- Pursue more renewable energy sources.
- Work with our product development groups to choose materials with lower embodied energies.
- Work with our suppliers to reduce their emissions from manufacturing and shipping.

### **Waste Reduction**

Throughout our product development and manufacturing operations, we utilize a number of "Reduce, Reuse, and Recycle" strategies, including:

- Some of our product components may contain as much as 75 percent recycled aluminum, 78 percent recycled steel, and 90 percent recycled particle board.
- We combine recycled wood with resin to create seating components, which helps divert several thousand tons of lumber waste annually.
- We use scrap hardwood as connection components in some lounge seating products.

- We use a variety of recycled materials, including scrap steel, scrap particleboard, or a composite mixture of recycled mill slag and recycled plastic, to make storage counterweights.

HNI pursues positive change with a simple, clear purpose to make things better every day. We're always looking for a better way, which means we are in a constant state of transformation. We are never satisfied with the status quo because no matter how well we do, we believe we can always improve.

### **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.

Because we understand the importance of independent verification, we participate in the following third-party certifications. Products with certifications are noted on the included spreadsheet.

- **SCS Indoor Advantage™ Gold** - A majority of HON's products are certified for indoor air quality through the SCS Indoor Advantage Gold program. The low-VOC materials and adhesives we use in our products have helped us achieve the highest level of certification for many of our Casegoods, Systems, Storage, Tables and Seating product lines.
- **BIFMA LEVEL® 2 and LEVEL® 3** – HON's systems products have achieved level 3 certification (the highest certification level), while a majority of our other products are level 2 certified. Our Laminate Casegoods, Laminate and Metal Storage and Tables products have achieved 3 points under LEVEL credit 7.5.1, which contributes to the LEED V4 MR BPDO Material Ingredients credit, Option 1: Material Ingredient Reporting.
- **FSC® Certification** – HON has an FSC Chain of Custody certificate to provide FSC Certified wood products to our customers. FSC Certified products must be ordered as a special for an upcharge.
- **Environmental Product Declarations** - Environmental Product Declarations help us understand the environmental impacts of our products. Identifying our biggest impacts and understanding where they are generated will help us reduce our products' carbon footprints. Several EPDs are in process now for select HON Systems and Laminate Storage products, which will be completed in early 2020.

### **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 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.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

HON supports diversified partners through our supplier and dealer networks. Specifically, we search and identify potential suppliers and dealer partners that obtain statuses such as Service-Disabled Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Woman-Owned Small Business and HUBZone status. We encourage diversified suppliers to participate in our proposal processes and have a program that measures supplier diversity as defined by the U.S. government. Our business model contains a relatively large proportion of made-to-order business, so it is critical suppliers and dealer partners are a good match for our business needs, as well as meeting the standards of our end customers.

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

There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

As a large publicly traded company, The HON Company and its parent, HNI Corporation, does not hold any historically underutilized business certifications. However, The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran's business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses, which can be provided upon request.

- I. Describe how supplier differentiates itself from its competitors.

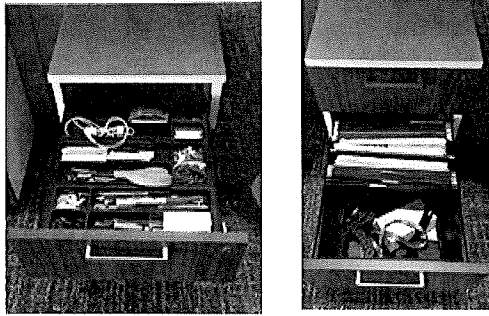
The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance, and culture. Through our Voice of the Customer process, we listen to our customers and produce the workplace solutions they need to be successful. 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, one of many ways in which HON sets ourselves apart from our competitors.

An example of innovation fueled by our Voice of the Customer process is our product line called Fuse™, which launched this year. Fuse™ was created to address the ways in which our customers utilize filing and storage within the changing work environment. Personal workspace footprints are shrinking, and the physical needs of our customers are changing. Height-adjustability and workspaces which support physical well-being are important trends in the office

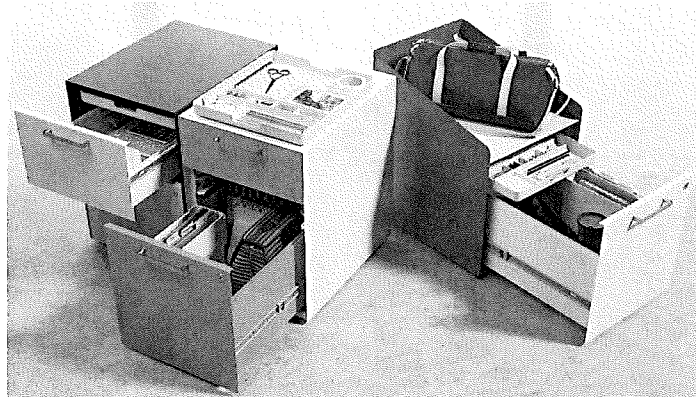


furniture industry. To address these trends, HON looked to our customers to truly understand their storage needs. What we found was most of the customers surveyed utilize their workspace storage for items other than filing. Customers are utilizing storage for snacks, purses, jackets, as an extension of their workspace, places to put piles of documents, a catch-all for office supplies, etc. HON took these results and created a customizable storage solution that incorporates the new ways in which storage is utilized.

Below is an image from the Voice of the Customer process for personal storage:



Below is an image from our recently launched Fuse™ product line:



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, Essendant and S.P. Richards as well as our large independent dealer group 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. The HON Company is proud to distribute to 599 unique dealer partners. We believe our history with OMNIA Partners supports our position as an industry leader in furniture at the best total value.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

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.

- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

The HON Company is a wholly owned subsidiary of HNI Corporation. HNI Corporation is publicly traded on the New York Stock Exchange (NYSE: HNI), therefore, this reporting requirement is not applicable.

- L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge, The HON Company has not had any debarment or suspension actions taken against us.

### 3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.

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

#### Office Chairs

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

#### Collaborative Seating

The HON Company is committed to supporting and harnessing the collaborative chaos that happens throughout the day. This includes the following styles of

seating solutions: multi-purpose, guest, nesting, stacking, casual lounge, collaborative work, power ready, on trend, stools, teaming and training. HON's ready to support collaboration no matter where the space.

### **Classroom**

Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. 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. We're sure our education solutions will keep learners engaged today and for a long time to come.

### **Desks**

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

### **Storage**

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

### **Tables**

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

### **Workstations**

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

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

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

The HON Company is committed to a U.S. operating model and has made significant investments in U.S. state-of-the-art manufacturing and fulfillment centers. HON remains focused on manufacturing most of our products in the

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

The HON Company will utilize our manufacturing and distribution facilities to produce quality products which will be delivered directly to OMNIA Partners customers or through our authorized dealer partners. Utilizing our nationwide network of authorized dealers, in addition to our own logistics capabilities, HON can reach any OMNIA Partners customer in any area.

As HON's lead, nationwide cooperative contract, there are no restrictions on the areas which will be covered by the Agreement. Products and services under this Agreement will be provided to all OMNIA Partners customers within the Continental U.S. (48 Contiguous), including U.S. territories and outlying areas. For shipments outside the Continental U.S., additional charges and alternate lead times may apply.

- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Ensuring Participating Agencies feel confident they are receiving accurate pricing under our Master Agreement is important to HON. There are multiple ways in which we approach pricing compliance, below is an overview of how Participating Agencies can confirm they are receiving Master Agreement pricing:

**Through our authorized OMNIA Partners dealer:**

Our Business Development Managers work one-on-one with each of our nationwide network of authorized OMNIA Partners dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners/Region 4 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible OMNIA Partners users receive accurate pricing, they include:

- **Compass** - Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible OMNIA Partners products, based upon order size, discounts, and list prices approved on the OMNIA Partners contract. Compass allows dealers the ability to create quick and accurate price quotes for OMNIA Partners customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the OMNIA Partners pricing and terms and conditions requirements, including: how to sign up eligible OMNIA Partners customers, products approved under our OMNIA Partners contract, list price in effect, pricing for approved services, product discounts, and ordering instructions.

**Through our HON Government Customer Support Team:**

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

**Through our marketing materials:**

- **OMNIA Partners Catalog** - Our OMNIA Partners marketing catalog showcases our approved products at OMNIA Partners net pricing. We offer this catalog to our dealers and OMNIA Partners end customers as a printed catalog or in an electronic format. End customers can also utilize this catalog to confirm OMNIA Partners net pricing.
- **OMNIA Partners Dedicated Website** – This website provides access to the most current price list, discount matrix, and contract requirements to assist Agencies in finding information quickly. For full details on the information available to Agencies, we have provided the following link for evaluation of our proposal response. <https://www.hon.com/market/government/omnia-partners>

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

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



In addition to deliveries made through our authorized dealers, the HON Company can also ship products directly to authorized Participating Agencies. When shipping direct to an end customer our current list of transportation carriers includes:

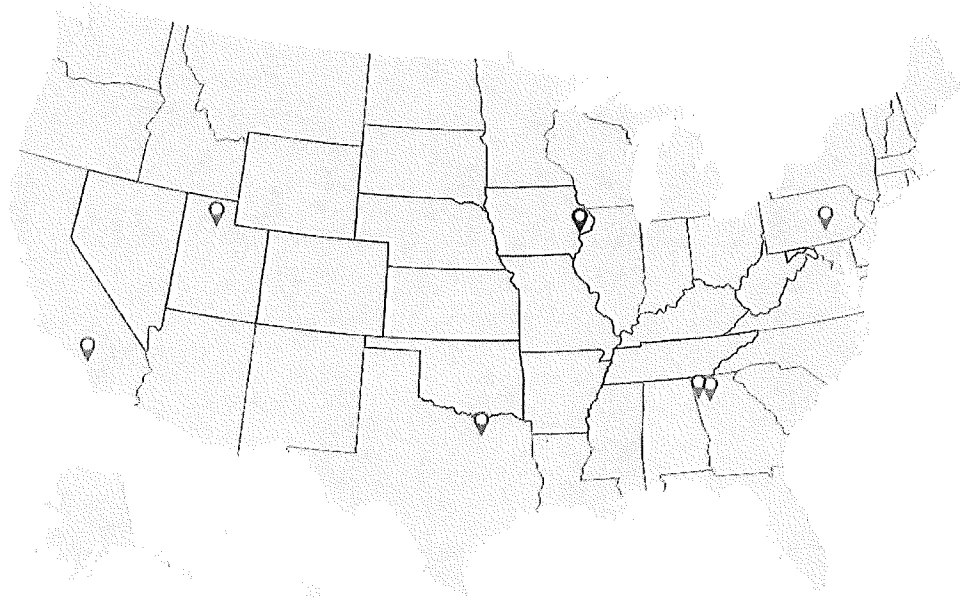
DCM Transport, Inc.  
1745 S Henderson St  
Galesburg, IL 61401

Nussbaum Transportation  
19336 N 1425 East Rd  
Hudson, IL 61748

Ruan  
3200 Ruan Center  
666 Grand Ave.  
Des Moines, IA 50309

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

HON's 7 distribution centers are located within the following cities/states:



Distribution Region	Address	Size (in sq. ft.)
Main Distribution	3000 North Highway 61, Muscatine, IA	300,000
Central Region	200 Oak Street, Muscatine, IA	300,000
Eastern Region	101 Commerce Drive, Mechanicsburg, PA	399,826
Southern Region	907 West Avenue, Cedartown, GA	183,955
Southern Region	4975 Powder Springs Road, Powder Springs, GA	144,540
Texas Region	1036 Jacobsen Road, Garland, TX	211,396
Western Region	346 North John Glen Road, Salt Lake City, UT	185,796
Western Region	5351 Jurupa Street, Ontario, CA	179,544

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

The HON Company is forward thinking in their approach to continue to grow the historically led TCPN Contract through Region 4 ESC. We are confident we have and will continue to support the OMNIA Partners contract as our go-to nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales

growth under the Region 4 contract.

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

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

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

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

- We will begin updating the already established, dedicated, OMNIA Partners webpage on hon.com.
- We will hold meetings with our HON 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 OMNIA Partners dealers on the pricing, product, eligible participating agencies and key requirements of the contract. In addition, they will review the marketing materials and sales resources available through HON and OMNIA Partners to support their sales efforts. The HON Sales team will also begin working with our authorized dealer partners to create individual market plans to drive sales growth in their coverage areas. These plans will include but are not limited to:
  - Annual sales volume commitment under the OMNIA Partners/Region 4 ESC contract
  - Identify target Participating Agencies for business development planning
  - Commitments outlining specific market initiatives, including open houses, showroom events, tradeshow, etc.
- We will support approved contract pricing and products within our ordering systems.
- Compass, our online pricing tool for our OMNIA Partners dealers, will be available for dealers to access the new contract pricing and eligible products.
  - Our contract summary document which outlines contract pricing, terms and conditions, products, etc. will be uploaded to our internal site for Business Development Managers to reference and distribute to our nationwide network of OMNIA Partners dealers.

Within **one month** of award:

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- Our executive sales leaders will engage OMNIA Partners leadership to schedule business review meetings.
- Our HON sales team members will connect with their respective OMNIA Partners counterparts:
  - Regional Vice Presidents and Director of Public Sector will meet and align with Group Vice Presidents in the OMNIA Partners Organization: Doug Looney, Amy Smith and Michael Schwalm
  - HON Regional Marketing Managers will execute initial top to top discussions per Regional and Group Vice Presidents at HON & OMNIA Partners with individual Regional Managers to identify key targets for growth and vet initial lists down to finite group of strategic opportunities
  - Once strategic plans are finalized, Regional Vice President, Regional Market Managers and Director of Public Sector will execute alongside Regional Managers to a set of key customers.
  - Monthly funnel review at a local level in addition to Quarterly overall review will take place to ensure proper growth where opportunities present themselves.
  - Expected meetings with key customers to include:
    - Overview of Region 4 ESC
    - Explanation of benefits of cooperative purchasing
    - Benefits of OMNIA Partners over other cooperatives
    - Benefits of HON offering and our "Right to Win"
- Our Director of Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans.
- Our Director of Public Sector sales will work with the OMNIA Partners Strategic Development Partner(s): Sonda Sahley, Gregory Bason and Ken Heckman to create a detailed plan for future marketing and sales strategy opportunities.

Within **three months** of award:

- Our Director of Public Sector sales will participate in a quarterly review with the OMNIA Partners Team to review sales results, effectiveness of marketing and sales promotions, identify areas for future targeted activities, etc. These meetings will occur from the inception of the contract on a yearly basis.
- Where appropriate, HON will also engage OMNIA Partners sales members to participate in key dealer trainings and presentations.

HON will continue to support our authorized dealer partners throughout the term of our contract with on-going training, dealer specific sales activities, performance reviews with our dealer principals and key dealer sales representatives, presentations to end customers, etc. In addition, HON will continue to produce and expand upon our OMNIA Partners/Region 4 ESC catalog and marketing pieces. Our marketing team will work directly with the OMNIA Partners team to schedule email campaigns, quarterly promotions, etc.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Requirements for National Cooperative Contract



#### Public Sector team within first 90 days

The HON Company has held the OMNIA Partners contract for almost 10 years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners 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, pricing compliance, eligible Participating Agencies and effective use of the available sales tools. These touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the OMNIA Partners contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners members.

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

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Requirements for National Cooperative Contract

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

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

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

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

- Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publish advertising pieces in national and regional trade publications
- Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: Annual sales volume commitment for the OMNIA Partners contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their

Requirements for National Cooperative Contract

OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners catalog distribution plans, and product presentations.

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

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

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

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The HON Company positions OMNIA Partners as our premier contract, offering 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 OMNIA Partners contract to our existing government customers through multiple avenues, to include in person meetings, telemarketing campaigns and printed and electronic mailings. HON also works directly with the OMNIA Partners sales team to train our existing and prospective customers on the benefits of the OMNIA Partners/Region 4 ESC contract and how our awarded contract meets their procurement needs.

The HON Company currently holds several cooperative contracts, such as NASPO, OMNIA Partners, BuyBoard, COSTARS, and KCDA which offer varying product, pricing and terms to Public Sector customers. OMNIA Partners/Region 4 ESC contract is the sole contract HON offers as a nationwide cooperative contract solution. As our lead, nationwide cooperative contract, HON has advantaged our OMNIA Partners contract through executive sponsorship, marketing materials, nationwide training of both our internal sales team and our dealer partner sales teams and by creating a compelling product offering at a

competitive price point. HON is proud to offer our current government customers the opportunity to purchase from the OMNIA Partners contract. In many states, it is the only contract option available.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

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

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive

As evidenced by our strong sales growth, HON is actively pursuing ways to sell our products and services to Participating Agencies as well as continue to promote membership to eligible agencies to join the cooperative. We value the relationships our sales teams have created with the OMNIA Partners sales members and the success of our teams to grow the contract. As partners, HON will continue to be diligent in our responsiveness to Public Agencies and will ensure timely follow up to leads established by OMNIA Partners, Public Sector.

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

Your dedicated HON marketing resource, Michelle Mathis, serves as a direct contact for marketing leadership to contact and strategically plan promotions and initiatives that benefit the OMNIA Partners contract. Michelle can be reached by phone at (563) 299-0919 or email at [mathismi@honcompany.com](mailto:mathismi@honcompany.com). Over the past 12 months, the relationship between OMNIA Partners and HON's Marketing team has led to successful projects such as e-Communications, flyers, and coordinated tradeshow activities.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
  - Requirements for National Cooperative Contract

- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

The HON Company has held the OMNIA Partners contract for almost ten years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the key features of the agreement, the solicitation process, eligible agencies, key strategies, benefits of cooperative contracts and effective use of the available sales tools. Where appropriate, HON will continue to utilize the tools provided by the OMNIA Partners organization to further educate our sales organization.

National sales force touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the OMNIA Partners contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners. These individuals are based across the U.S. and in the markets they serve. Lindsey Schuelke, Director of Public Sector Sales, she will serve as the primary HON contact for all aspects of the OMNIA Partners contract. Lindsey will lead the development of the training content in conjunction with our marketing and sales training groups.

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

i. Executive Support

Ric Andersen - Vice President and General Manager, Sales and Service  
 Email: andersenr@honcompany.com  
 Phone: (563) 506-4554

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

BA from the University of Iowa. Ric is also a veteran of the U.S. Army.

- ii. **Marketing**  
Michelle Mathis – Marketing Specialist  
Email: mathismi@honcompany.com  
Phone: (563) 299-0919

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

- iii. **Sales**  
Lindsey Schuelke – Director of Public Sector Sales  
Email: schuelkel@honcompany.com  
Phone: (563) 299-8915

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

- iv. **Sales Support**  
Nicholas Austin – Government Solutions Specialist  
Email: HONGSACS@honcompany.com  
Phone: (800) 466-8694

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

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

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

Requirements for National Cooperative Contract

- **Government Solutions Specialists** - Identify win-win solutions to customer concerns, administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as Subject Matter Experts for department, and supply tracking and delivery information.
- **Government Project Coordinators** - Manage government project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch list, support specialty government processes to ensure successful project completion.
- **Government Order Entry Members** - Enter government orders, administer government contract terms, maintain supportive government documentation, promote accurate pricing, clean orders, and in the event an incomplete order they are responsible for managing bad lines by working with the Agencies or Dealer to resolve.

v. **Financial Reporting**

Jeff Cunningham – Financial Analyst  
 Email: Cunninghamj@hnicorp.com  
 Phone: (563) 272-4405

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

vi. **Accounts Payable**

Jennifer Curry – Accountant, Accounts Payable  
 Email: generalledger@hnicorp.com  
 Phone: (866) 514-5882 Option 1

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

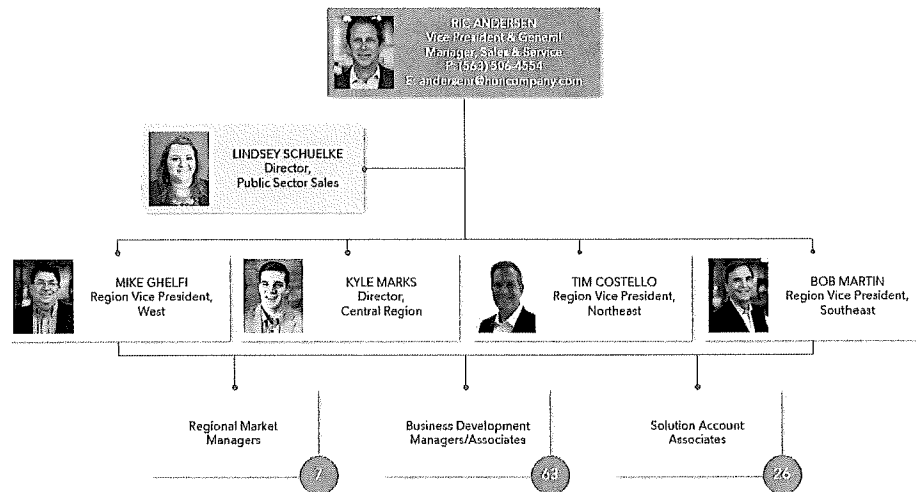
vii. **Contracts**

Melissa Lincoln – Public Sector Contract Manager  
 Email: contractmanager@honcompany.com  
 Phone: (563) 506-9541

Melissa Lincoln has been a member of HNI for nine years serving in several roles focused on customer and sales support, contract management and finance. As Contract Manager, Melissa will oversee the compliance and administrative requirements of the OMNIA Partners contract. Prior to this role, Melissa has held various positions including Financial Analyst, Proposal Coordinator, and Contract & Sales Administrator.

- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. As noted in Section 3.1.B, our sales professionals are aligned to specific regions within the United States. The Organizational Chart below illustrates how our sales regions are structured along with the contact information for Ric Andersen, our Vice President & General Manager, Sales & Service.



- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

At HON, your success is our success. We are committed to the role that OMNIA Partners plays in our market share strategies. We have worked closely with OMNIA Partners Public Sector team to understand and leverage the strengths of our two organizations. HON will continue to partner with the OMNIA Partners Public Sector team throughout all levels of the organization, examples of successful collaboration include:

- Strategy meetings with the Strategic Development Partners to create nationwide sales initiatives for a targeted Participating Agency segment; these initiatives will be supported by our mutual sales and marketing teams.
  - **Areas of Opportunities for growth to evaluate will include:**
    - 1.) **States:** where a furniture contract isn't present: including-but-not limited to California, Illinois, Michigan, Missouri, Nebraska, Virginia, Washington, North and South Dakota and Colorado.
    - 2.) **K-12 Segment:** The HON Company is currently launching new, innovative, practical solutions for the classroom space for existing and new customers looking to modernize and bring their districts to the 21<sup>st</sup> Century Learning styles. The HON Company has invested in a tool that identifies all school districts that have active bond money to execute these efforts. We will highlight the benefits of using a cooperative contract such as OMNIA Partners to hit price points for strict budgets.



3.) **Cities & Counties:** As part of an overall broadened strategy with Public Sector, we will start to create and execute a vision to engage with key cities and counties that OMNIA Partners will be the forefront leader on. We will highlight cooperative purchasing and the benefits of buying on OMNIA Partners.

- Our Marketing teams will continue to collaborate on development of effective materials which will enhance customers understanding of the contract and share our mutual value proposition. These materials will be targeted to the types of customers listed above.
- Our Sales teams will continue to have a multi-faceted approach to sales by leveraging our nationwide network of dealers and directly targeting eligible Participating Agencies. The lines of communication between our sales organization have been strong throughout our long history and will continue to be a vital part of our mutual success.
- We will continue to utilize the OMNIA Partners training department and OMNIA Partners sales members to support the roll-out of our new contract award and to provide on-going education to our authorized dealer partners, field sales members and eligible participating agencies.

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

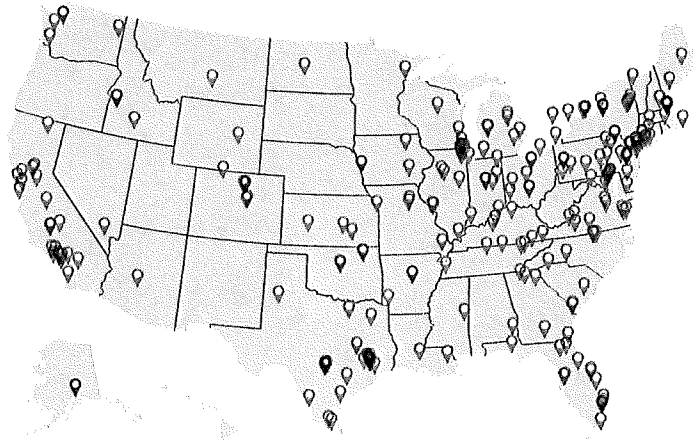
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The Region 4 contract is supported throughout our organization; our sales, marketing, customer support, merchandising and contract teams are key departments focused on the success of our contract. Our internal contract team ensures the compliance and support of our contract, they work directly with OMNIA and Region 4 to ensure our contract reflects the most up-to-date pricing, products and services offered by HON. Our contract team has created standard processes and workflows within our organization to allow for product, pricing, dealer updates, etc. to be submitted timely and per the requirements of the contract. Updates to our contract are announced via a marketing email communication to our sales and dealer network.

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

We train our dealers on the many features and benefits of the OMNIA Partners contract and how best to promote the contract with OMNIA Partners. 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 OMNIA Partners catalog. This catalog highlights the benefits of the OMNIA Partners contract, showcases the breadth of products we offer, provides inspirational images along with OMNIA Partners net pricing. We understand how important it is to have an online presence, so we maintain a page on hon.com that is dedicated to our OMNIA Partners and outlines where they can find contract information and an OMNIA Partners dealer closest to them. The image below reflects the many authorized dealer partners approved on HON's Region 4 contract.



The HON Company is proud to offer the OMNIA Partners contract as our leading nationwide public sector Cooperative Purchasing Program. Since HON was awarded the OMNIA Partners contract in April 2010, formerly TCPN, and we have seen double digit growth every year. In 2014, OMNIA Partners became HON's only nationwide public sector cooperative contract that is offered in all 50 states.

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

The HON Company is a wholly owned subsidiary of HNI Corporation and is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange (NYSE: HNI) under the symbol HNI. 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:

2016	\$2,203,489,000
2017	\$2,175,882,000
2018	\$2,257,895,000

In fiscal 2018, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or 76 percent was attributable to office furniture products. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI state and local sales represent approximately 15% of total HNI Office Furniture Segment.

HON is willing to provide details regarding our top 10 Public Agency customers upon request.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The HON Company continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. Through Oracle, we can connect our systems directly with all major dealer operating systems, allowing a seamless order flow.

Eligible customers can submit their orders directly to HON, or our preferred method is through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information is reflected prior to order. Dealers can place an order directly through our HON Ready Portal, via email or EDI. Our HON Ready portal is available to our dealers 24 hours a day, 7 days a week. The HON Company has a fully integrated order entry platform which allows HON to receive and enter purchase orders directly from the participating entity.

The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details with HON's Traffic Contact. Once the order is acknowledged, dealers or customers can access the HON Ready Portal for real time order status updates.

Invoices are created and released at the time of order shipment. Agencies and Dealers both have the capability to monitor and pay invoices within HON's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Through our partnership, HON has been able to aggressively grow sales under the OMNIA Partners/Region 4 ESC contract consistently year-over-year; it is our intention to continue to build upon our success with the new award as HON's lead nationwide public sector contract. At this time, The HON Company has chosen to not provide a minimum guarantee for each year and will be responsible for the administration fees based on the actual Contract Sales.

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

Detail Supplier's strategies under these options when responding to a solicitation.

HON will work with the agencies as they issue their own solicitations. Should an agency not require the sale be under the OMNIA/Region 4 ESC Master Agreement, HON will use commercially reasonable efforts to have price parity among this Master Agreement and the agency's solicitations provided the product mix, competitive conditions, terms and conditions and geographical scope are the same as further outlined in this response. Throughout this proposal, HON has designated OMNIA Partners/Region 4 ESC as our primary go to market contract. As such, HON is implementing a strategic sales plan to drive market growth which positions OMNIA Partners/Region 4 ESC most competitively.

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

**WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

### **NATIONAL PROMOTION**

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector ~~at the frequency and on the due date stated in Section 13, above,~~ within 30 days of calendar month end, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of



OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

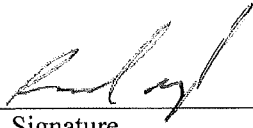
21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**THE HON COMPANY LLC**



Signature

David Bizak

Name

Vice President, Finance

Title

December 5, 2019

Date

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.

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#### APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES                     DMS                     Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES                     DMS                     Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

Requirements for National Cooperative Contract

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DM Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DMS Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DMS Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify individual its products comply to with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DMS Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DMS Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES DMS Initials of Authorized Representative of offeror

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

Offeror's Name:

The HON Company LLC

Address, City, State, and Zip Code:

200 Oak Street, Muscatine, IA 52761

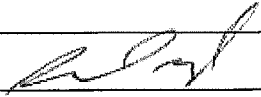
Phone Number: (800) 466-8694 Fax Number: (800) 833-3902

Printed Name and Title of Authorized

Representative: David Bizak-Vice President, Finance

Email Address:

HNIgovContracts@hnicorp.com

Signature of Authorized Representative: 

Date: December 5, 2019

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1    Ownership Disclosure Form
- DOC #2    Non-Collusion Affidavit
- DOC #3    Affirmative Action Affidavit
- DOC #4    Political Contribution Disclosure Form
- DOC #5    Stockholder Disclosure Certification
- DOC #6    Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7    New Jersey Business Registration Certificate

New Jersey suppliers are 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;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.



**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:** Muscataine, IA 52761

**Complete as appropriate:**

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

**OR:**

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

**OR:**

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

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

Name	Address	Interest
HNI Holdings Inc.	600 East 2 <sup>nd</sup> Street, Muscatine, IA 52761	Owens 100% of membership interests of The HON Company LLC
HNI Corporation	600 East 2 <sup>nd</sup> Street, Muscatine, IA 52761	Owens 100% of stock of HNI Holdings Inc.

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

12/5/2019  
**Date**

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

## NON-COLLUSION AFFIDAVIT

Company Name: The HON Company LLCStreet: 200 Oak StreetCity, State, Zip Code: Muscatine, IA 52761State of IowaCounty of Muscatine

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

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

the 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 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

[Signature] VP, Finance  
Authorized Signature & Title

Subscribed and sworn before me

this 5 day of December, 2019  
Christine McCormick

Notary Public of Iowa, 2021  
 My commission expires March 20



CHRISTINE D MCCORMICK  
 772228  
 My Commission Expires  
 March 20, 2021

SEAL

**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 company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR


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

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

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

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

12/5/2019  
**Date**

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

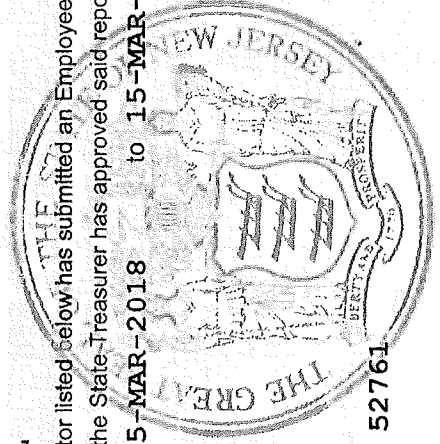
Certification 48195

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

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

THE HON COMPANY LLC  
200 OAK STREET  
MUSCATINE



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
Acting State Treasurer

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

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

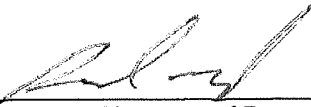
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status,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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in black ink, appearing to read 'DB', is positioned above a solid horizontal line.

Signature of Procurement Agent  
*David Bizak – Vice President, Finance*

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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



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



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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**☐ Partnership☐ 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.	Name:
Home Address: 600 East Second Street Muscatine, IA 52761	Home Address:
(100% ownership interest)	
Name: State Farm Insurance Companies	Name:
Home Address: One State Farm Plaza Bloomington, IL 61710	Home Address:
(100% ownership interest)	
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 5 day of December  
2019

(Notary Public)

*Christine McCormick*My Commission expires: March 20, 2021*[Signature]*  
(Affiant)

VP, Finance – The HON Company LLC  
(Print name & title of affiant)

(Corporate Seal)



CHRISTINE D MCCORMICK

772228

My Commission Expires  
March 20, 2021

**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 19-18

Bidder/Offeree: The HON Company LLC

Region 4 Education Service Center (ESC)

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeree \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeree Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Bizak

Signature: \_\_\_\_\_

Title: Vice President, Finance

Date: 12/5/2019

DOC #7

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

02/02/13

Taxpayer Identification# 421-491-474/000

Dear Business Representative:

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

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

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

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


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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>THE HON COMPANY LLC</b>	TRADE NAME:	
ADDRESS: <b>408 E 2ND ST MUSCATINE IA 52761-4313</b>	SEQUENCE NUMBER: <b>0853328</b>	
EFFECTIVE DATE: <b>02/17/00</b>	ISSUANCE DATE: <b>02/02/13</b>	
 Director New Jersey Division of Revenue		
FORM-BRC (04-08) D205846V		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address



#### IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
  - a) Products/Pricing (40 Points)
  - b) Performance Capability (30 Points)
  - c) Qualification and Experience (20 Points)
  - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

**a) Products/Services/Pricing**

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

HON is pleased to provide our detailed pricing proposal in Tab 2, Products/Pricing, as requested. We are offering discounts by product category utilizing a tiered discount structure based on list order size.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Offeror's Part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Please find the January 2020 HON Full Line Price List and January 2020 HON Seating Price List on the flash drive included with our response.

- iii. Is pricing available for all products and services?

Our proposed pricing includes all Full Lifetime Warranty products offered by HON. In addition, our proposal includes a comprehensive listing of all services offered by our OMNIA Partners authorized dealers.

- i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

HON is pleased to provide our detailed pricing proposal in Tab 2, Products/Pricing, as requested. We are proposing a comprehensive list of services offered by our authorized dealers. Services which are priced at an hourly rate include a range from minimum per hour to a not-to-exceed maximum charge per hour.

- iv. Describe any shipping charges.

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

- i. Describe delivery charges along with definitions for:

- 1. Dock Delivery

- Order is shipped directly by HON to a single ship-to location. Items are delivered to the tailgate of the trailer. Purchaser is responsible for the equipment and manpower to off-load the shipment and does not include delivery into facility. Dock delivery is included in our offered discounts; no additional fees shall apply.

- 2. Inside Delivery

- Product is brought from the truck into the facility either over the threshold or to a location on the same floor as the receiving dock. Service is only provided by LTL carriers or our authorized dealers. Does not include uncartoning, disposal of packaging or assembly. Some limitations may apply based upon the size of the order; please contact HON or the authorized dealer prior to shipment. Additional charges for inside delivery apply.

- 3. Deliver and Install

- On orders requesting delivery and installation, (open, set in place, ready to use) HON's authorized dealer, shall be responsible for receipt, inspection and assembly of items delivered in the area designated by the Participating Agency as well as prompt removal of all debris which is a result of delivery. Additional charges for installation apply.

- v. Provide pricing for warranties on all products and services.

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](http://hon.com/warranty) and printed versions are included in Tab 2, Products & Pricing section of our proposal.

- vi. Describe any return and restocking fees.

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](http://hon.com/warranty) and printed versions are included in Tab 2, Products & Pricing section of our proposal.

- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Not all needs are the same, from a single project to outfitting multiple buildings of office furniture, HON is willing to work with our customers to create a tailored product and pricing solution. Below are examples of some of the additional ways HON can support our customer's procurement requirements, these incentives are negotiated on a per opportunity basis:

- Additional pricing incentives for sole source agreements, committed volume, product standardization and custom pricing
- Negotiable pricing based on individual product list volume; additional discounts may range from 1% to over 4%.

viii. Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing under our Master Agreement is important to HON. There are multiple ways in which we approach pricing compliance, below is an overview of how Participating Agencies can confirm they are receiving Master Agreement pricing:

**Through our authorized dealer partners:**

Our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the Region 4 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible OMNIA Partners customers receive accurate pricing, they include:

- **Compass** - Compass is our online pricing tool made available to authorized dealers. Compass provides exact net pricing for eligible OMNIA Partners products, based upon order size, discounts, and list prices approved on the OMNIA Partners contract. Compass allows dealers the ability to create quick and accurate price quotes for OMNIA Partners customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the OMNIA Partners pricing and terms and conditions requirements, including: how to sign up eligible OMNIA Partners customers, products approved under our OMNIA Partners contract, list prices in effect, pricing for approved services, product discounts, and ordering instructions.

**Through our HON Government Customer Support Team:**

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

**Through our marketing materials:**

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

- **OMNIA Partners Dedicated Website** – This website provides access to the most current price list, discount matrix, and contract requirements to assist Agencies in finding information quickly. For full details on the information available to Agencies, we have provided the following link for evaluation of our proposal response. <https://www.hon.com/market/government/omnia-partners>.

ix. Describe payment methods offered.

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

Payments by **check** for The HON Company should be sent to:

The HON Company  
PO Box 404422  
Atlanta, GA 30384-4422

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

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

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

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

For payments by Credit Card, please contact our HON Government Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Region 4 ESC prior to implementation.

- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Pricing adjustments are generally requested on an annual basis. Certain economic factors could warrant the need for a more frequent request. HON will provide the necessary information needed to support the request for a price adjustment. Category discounts will remain unchanged over the term of the Contract.

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Our product development efforts create end-user solutions that are relevant, differentiated and focused on quality, aesthetics, style, sustainable design, and reducing manufacturing costs. We also continuously improve and enhance existing products through ergonomic research, improved manufacturing processes, alternative materials, and engineering support and training in each of our operating

units. Product enhancements or additions to existing product series will be discounted within the category discounts provided in our discount matrix. Should a new product be introduced that is not part of an existing category, our Compliance Team will work with the OMNIA Partners/Region 4 ESC contract manager to ensure the new product meets the pricing requirements presented in our initial proposal response.

- xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

The HON Company has proposed pricing which meets these requirements.

#### **b) Performance Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see Tab 3 for our full response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Please see Tab 3 for our redlines within Appendix D, Exhibit B, OMNIA Partners Administration Agreements as well as Appendix B, Terms and Conditions Acceptance Form.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see Tab 3 for completed and signed Appendix D, Exhibits F Federal Funds Certifications and G. New Jersey Business Compliance.

- iv. Describe how Offeror responds to emergency orders.

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 OMNIA Partner 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.

- v. What is Offeror's average Fill Rate?

The HON Company is on target in 2019 to meet or exceed our 2018 fill rate. The HON Company is dedicated to complete and on-time delivery by offering the most reliable delivery experience in the industry.

- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The HON Company is dedicated to complete and on-time delivery by offering the most reliable delivery experience in the industry. The HON Company has a strong history of meeting shipping and delivery timelines. Over the past fiscal year, we have successfully met over 96% of scheduled customer delivery dates. This calculation is measured to the "minute" with no grace period.

- vii. Describe Offeror's return and restocking policy.

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](http://hon.com/warranty) and printed versions are included at the end of this section of our proposal.

viii. Describe Offeror's ability to meet service and warranty needs.

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

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, 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.

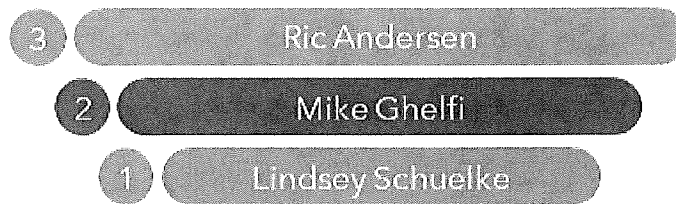
Our dedicated Government Customer Support team is located at HON headquarters in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at (800) 466-8694 or e-mail [HONGSATeam@honcompany.com](mailto:HONGSATeam@honcompany.com). Our general customer service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

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

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

The next level of contact is Lindsey Schuelke, Director of Public Sales, or Mike Ghelfi, Region Vice President. Our Vice President & General Manager for Sales & Service is Ric Andersen. If you have a concern Lindsey, Mike or Ric would be pleased to ensure the issue is resolved to your satisfaction. Final decision-making authority rests with our president, Brandon Bullock.





Contact Information:

Lindsey Schuelke, Director of Public Sector Sales  
Direct Line: (563) 272-8915  
Email: schuelkel@honcompany.com

Mike Ghelfi, Region Vice President, West  
Direct Line: (925) 989-6503  
Email: ghelfi@honcompany.com

Ric Andersen, Vice President and General Manager, Sales and Service  
Phone: (563) 506-4554  
Email: andersenr@honcompany.com

In addition to above, The HON Company has dedicated numerous resources to OMNIA Partners to manage your contract efficiently and effectively. Some of these resources include 4 Regional Vice Presidents, 63 Business Development Managers/Associates, 26 Sales Account Associates, 3 Solutions Account Managers, 5 Government Customer Support Representatives, 1 Government Customer Support Manager, 1 Dedicated Marketing Team Member and Authorized Dealers nationwide.

- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

The HON Company continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. Through Oracle, we can connect our systems directly with all major dealer operating systems, allowing a seamless order flow.

Eligible customers can submit their orders directly to HON, or our preferred method is through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information is reflected prior to order. Dealers can place an order directly through our HON Ready Portal, via email or EDI. Our HON Ready portal is available to our dealers 24 hours a day, 7 days a week. The HON Company has a fully integrated order entry platform which allows HON to receive and enter purchase orders directly from the participating entity.

The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details with HON's Traffic Contact. Once the order is acknowledged, dealers or customers can access the HON Ready Portal for real time order status updates.

Invoices are created and released at the time of order shipment with payment terms of net 30 days. Agencies and Dealers both have the capability to monitor and pay invoices within HON's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

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

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The HON Company  
PO Box 404422  
Atlanta, GA 30384-4422

Payments via **EFT/ACH** should be directed to the following bank information:  
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Account Number: 37562-76567  
Account Name: The HON Company

For payments by Credit Card, please contact our HON Government Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Region 4 ESC prior to implementation.

xi. Describe Offeror's contract implementation/customer transition plan.

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

- Partner with OMNIA Partners to create and launch a co-branded press release announcing the new contract award.
- Announce the award of the contract through any and all social channels, as well as company website
- Design, publish, and distribute co-branded marketing materials
- Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and

pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns.

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

- Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publish advertising pieces in national and regional trade publications
- Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: Annual sales volume commitment for the OMNIA Partners contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners catalog distribution plans, and product presentations.

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

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

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

xii. Describe the financial condition of Offeror.

The HON Company is a wholly owned subsidiary of HNI Corporation and is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange (NYSE: HNI) under the symbol HNI. 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:

2016	\$2,203,489,000
2017	\$2,175,882,000
2018	\$2,257,895,000

In fiscal 2018, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or seventy-six percent was attributable to office furniture products.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

<https://www.hon.com/market/government/omnia-partners>

This website provides access to the most current price list, discount matrix, and contract requirements to assist agencies in finding information quickly and is accessible without a login or password. To better serve our OMNIA Partner 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.

OMNIA Partners, Public Sector Documents

[OMNIA Partners, Public Sector  
Introduction Brochure](#)

[OMNIA Partners, Public Sector  
How To Order Information](#)

[OMNIA Partners, Public Sector  
Partnership Overview](#)

[OMNIA Partners, Public Sector  
Sell Sheet](#)

[OMNIA Partners, Public Sector  
Education Partnership Overview](#)

[OMNIA Partners, Public Sector  
Higher Education Brochure](#)

[OMNIA Partners, Public Sector  
K-12 Brochure](#)

OMNIA Partners, Public Sector Resources

[OMNIA Partners, Public Sector  
Legal Statutes by State](#)

[OMNIA Partners, Public Sector  
Catalog](#)

Contact and Ordering Info

**Vendor**

The HON Company  
200 Oak St.  
Muscatine, IA 52761-4313  
P: 800-466-8694

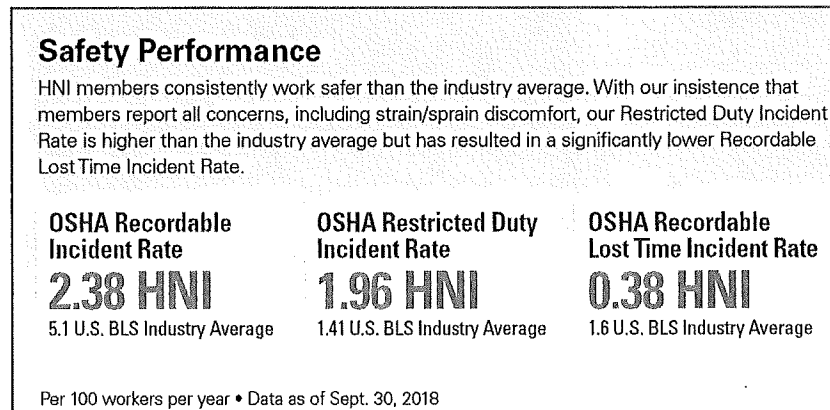
For more complex furniture needs and questions, our public facing website facilitates direct access to our local dealer partners, who can then work with the buyer on a customized office solution. At hon.com, agencies can access information regarding HON products, obtain inspirational ideas to outfit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

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

xiv. Describe the Offeror's safety record.

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

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



xv. Provide any additional information relevant to this section.

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

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

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

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

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

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

HON Company has been an awarded vendor through the OMNIA Partner Contract and lead agency Region 4 ESC since 2010.

- ii. Describe Offeror'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, numerous design publications, manufacturing and distribution awards.

**Trusted Solutions | Inspired Practicality**

We build and distribute the broadest product line in office furniture. At the same time, we enjoy functional and effective. We think practicality is exciting when it'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 HON member (employee) takes personal ownership in their contribution because they are all member-owners of the company. The HON Company has a strong commitment to continuous improvement and innovation.

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

### **iii. Describe Offeror's reputation of products and 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. Below is an overview of our full line of products and services offered by HON and our dealer partners:

#### **Office Chairs**

The HON Company's compelling seating assortment boasts 20 unique product collections tailored for different applications and customer needs - conference,

executive, guest, individual, intensive use, lobby, lounge, multi-shift, nesting, public space, specialty, stacking, stools, student, task, teacher, team, training and work chairs. This extensive selection ensures there is a solution to meet every workplace seating need.

### **Collaborative Seating**

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

### **Classroom**

Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. 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 10 desk collections and can adapt to any work style or configuration – private or open, individual or teaming. Product styles include traditional, executive, lobby, lounge, managerial, collaborative, light-scale, student and teacher desks. Desk collections also include coordinating storage solutions to create the perfect layout for any space.

### **Storage**

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

### **Tables**

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

### **Workstations**

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

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



- iv. Describe the experience and qualification of key employees.

**Executive Support**

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

Email: andersenr@honcompany.com

Phone: (563) 506-4554

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

**Marketing**

Michelle Mathis – Marketing Specialist

Email: mathismi@honcompany.com

Phone: (563) 299-0919

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

**Sales**

Lindsey Schuelke – Director of Public Sector Sales

Email: schuelkel@honcompany.com

Phone: (563) 299-8915

Lindsey Schuelke graduated from St. Ambrose University with a degree in Public Relations and Marketing Communications. Lindsey started with The HON Company in the Customer Support department over seven years ago where she learned the ground roots of the organization. From there, she has been in many Project Management and Sales roles. As the Director of Public Sector Sales, she is responsible for managing the contract portfolio of HON held contracts. Upon award of the contract, Lindsey works cross functionally with various departments in the organization to ensure the contract sees sales growth. A few of the teams involved

in contract support that Lindsey will work with to ensure appropriate resources are provided are: Training, Marketing, Internal and External Sales, Contract Compliance and Dealer Partner relationships. OMNIA Partners, Public Sector relationship is a critical part of her portfolio.

### **Sales Support**

Nicholas Austin – Government Solutions Specialist

Email: HONGSACS@honcompany.com

Phone: (800) 466-8694

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

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

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

### **Financial Reporting**

Jeff Cunningham – Financial Analyst

Email: Cunninghamj@hnicorp.com

Phone: (563) 272-4405

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

**Accounts Payable**

Jennifer Curry – Accountant, Accounts Payable

Email: [generalledger@hnicorp.com](mailto:generalledger@hnicorp.com)

Phone: (866) 514-5882 Option 1

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

**Contracts**

Melissa Lincoln – Public Sector Contract Manager

Email: [contractmanager@honcompany.com](mailto:contractmanager@honcompany.com)

Phone: (563) 506-9541

Melissa Lincoln has been a member of HNI for nine years serving in several roles focused on customer and sales support, contract management and finance. As Contract Manager, Melissa will oversee the compliance and administrative requirements of the OMNIA Partners contract. Prior to this role, Melissa has held various positions including Financial Analyst, Proposal Coordinator, and Contract & Sales Administrator.

v. Describe Offeror's experience working with 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.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

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.

- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

▪ **Cuesta Community College | San Luis Obispo, CA**

Sarah Maloney, Bond Manager | (805) 305-4556

Multi-year relationship with multiple projects

We have a long-standing relationship with Cuesta College since 2005. We have worked on several projects that include all types of furniture: Systems, Tables, Storage, Freestanding Furniture and Seating. In conjunction with the local dealer, we have provided on time delivery, project manager and installation dates meeting customer expectations. Conservatively speaking, the four colleges connected to Cuesta have spent in excess of \$7M (net) on HON furniture through various projects. Currently, there have been no issues or problems to resolve.

▪ **University of California | Irvine, CA**

Anita Mathias | Senior Buyer | (949) 824-7018 | E: [amathia1@uci.edu](mailto:amathia1@uci.edu)

School Facilities Room 301 and 302

Project planning began in February 2019 with order placement in March 2019. Project scope was over \$110,000 and encompassed the redesign of the area with new workstations and additional areas for collaboration. Products used on the project included: Voi Desking, Accelerate Workstations, Ignition Seating and Flock Seating. This project was delivered and installed with no issues.

▪ **Health Equity | Draper, UT**

Philip Dunn | Facilities Manager | (801) 979-2960

Corporate Headquarters

Health Equity has been working with The HON Company for their furniture needs for their Headquarter location in Draper, Utah since 2015 when they had 550 employees in Utah alone. Over the past four years, The HON Company has helped Health Equity scale to an additional 430 employees in Utah bringing their total to 980 employees. Their HQ expansion was 50,000 square feet and in the past two years, they have acquired and hired for another 25,000 square feet. The HON Company provides office furniture for all major categories including systems, desking, seating, storage and tables. HealthEquity services more than 1.5 million health savings accounts for 70 health plan partners and employees at approximately 27,000 companies across the United States.

▪ **County of York | County of York Pennsylvania**

Scott Cassel | Facilities Manager | (717) 771-4388 | E: [scassel@yorkccd.org](mailto:scassel@yorkccd.org)

Multiple County and City Projects

The HON Company has been a standard for the County of York for the past 18 years servicing nine of their county buildings for all furniture needs. County of York services 440,000 people and is known for their big city amenities, with small town charm. The HON Company has provided workstations, freestanding

furniture, seating, tables and storage. York County history runs deep, since 1794, and has played a large part in American heritage. York is one of the fastest growing counties in Pennsylvania.

- **Davis School District | Salt Lake City, UT**  
Joan Tuttle | (801) 402-7805 | E: [jtuttle@dsdmail.net](mailto:jtuttle@dsdmail.net)  
Eight Schools in Davis County School District

Davis School District in Salt Lake City, Utah had a bond passed in 2015 to build or renovate eight schools in Davis County. The HON Company has provided furniture to many of these bond projects but most notable, Farmington High School in 2018 resulting in \$2.5 million award providing students with furniture that meets the needs of 21st century learning. Davis School District has 59 elementary schools, 17 junior high schools and 8 high schools.

- **Soledad Unified School District | Soledad, Cal 93960**  
Tim Vanoli | Superintendent | (831) 678-3987 | E: [tvanoli@soledad.k12.ca.us](mailto:tvanoli@soledad.k12.ca.us)  
Main Street Middle School | 441 Main Street

HON's local authorized dealer, Palace furnished the entire school from the ground up and completed the project on time on OMNIA Partners, Public Sector Region 4 Contract. Palace has been servicing this customer for over 15 years. The Main Street Middle School project was the largest HON project completed at this school district. As a result of the successful completion of this project, HON is the new standard for all future schools in this district.

- **Nelson County Board of Education | Bardstown, KY**  
Wes Bradley | Superintendent | (502) 349-7000 ext. 2326  
E: [wes.bradley@nelson.kyschools.us](mailto:wes.bradley@nelson.kyschools.us)

Nelson County Board of Education has been purchasing HON products for over 20 years with an annual sales volume of approximately \$172,450. HON has provided furniture, design, and installation services for Nelson County High School, County Board Office, New Haven School, Foster Heights Elementary School, The Academy, & Thomas Nelson High School.

- **Reese Career Tech Center | Missouri City, TX**  
Kelly R. Kelly, CTSBO | (832) 221-2196 | E: [kelly.kelly@fortbendisd.com](mailto:kelly.kelly@fortbendisd.com)  
Fort Bend Independent School District | 2323 Texas Parkway

Our local authorized dealer, Carroll's Office Furniture has provided HON furniture to the district for over 4 years with sales volume of \$250,000.

- **School District of Springfield R-12 | Springfield, MO**  
Michelle Bentley | Purchasing Specialist | (417) 523-0071  
E: [mbentley@spsmail.org](mailto:mbentley@spsmail.org)

From late 2018 through early 2019, HON and its local authorized dealer partner completed the updating of 5 High School training rooms for a total sales volume of \$399,717.00. In addition to these completed projects, HON has been selected as the ongoing standards package for Springfield Public Schools (SPS) with standardized pricing through a Blanket Purchasing Agreement (BPA) that uses the OMNIA Partners contract as the pricing framework.

Services provided by HON and our local authorized dealer partner include: product solutioning and consultation for every project that extends beyond SPS standards package, space measurement and planning, specification within Giza and now CET software, management of shipments and coordination on delivery and receipt into dealer warehouse unless shipment is full truck, provide key product updates and continual evaluation for better, newer, potentially lower cost alternatives available on BPA. We conduct quarterly meetings (average) with purchasing and/or relevant managers of bond money following April bond vote, and rapid punch response via Dealer Partner and HON Customer support team.

■ **Prince Edwards Social Services | Farmville, Virginia**

Wade Bartlett | County Administrator | (434) 547-8837

E:wbartlett@co.prince-edward.va.us

Prince Edwards Social Services has enjoyed HON products over the last 20 years with approximately \$197,000 annual sales volume. In addition, to the quality products, they are happy with HON's lead times and are currently in the process of specifying all HON in their new courthouse in 2020.

viii. Provide any additional information relevant to this section.

We are pleased to say that many of these end customers utilize an OMNIA Partners Region IV contract to purchase HON products. We're also excited to share our vast diversity of customers in the commercial space, healthcare and multiple public agencies including: K-12, cities, counties and higher education

**d) Value Add**

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

**HON Integrated Design Solutions**

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

- **Plan & Specify**

The IDS team assists our dealers in creating professional design packages including furniture plans using CET Designer, 3-4 line drawings and a complete bill of materials/parts lists. These provide our customers a complete overview of their furniture projects.

- **Audit**

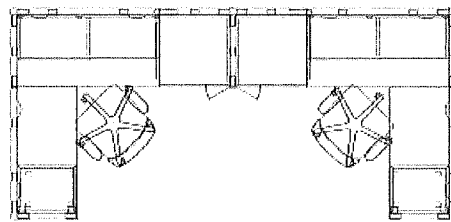
Auditing services are also available through our IDS team to help provide you with the peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.

- **Value Engineering**

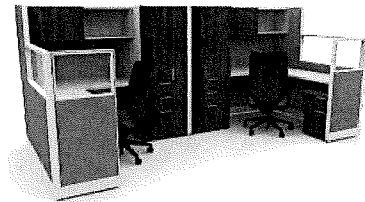
To help our customers optimize their furniture layouts with cost saving product suggestions, our IDS teams provide value engineering options and suggestions.

- **Rendering**

To help our customer's visualize their furniture including 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.



*Plan & Specify*



*Rendering*

**Tailored Solutions**

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

- **Special Laminates**

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

- **Dual Fabric Applications**

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

- **Special Paints**

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

**OMNIA Partners Dedicated Webpage**

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

Visit [www.hon.com/market/government/omnia-partners](http://www.hon.com/market/government/omnia-partners) 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 solution that fits your needs. The tool is available on hon.com and can be accessed through multiple channels such as web browsers, tablets, Smartphone's, iPad's and iPhones. The Chair Chooser tool also gives users the ability to download an informative PDF, email their selection, or share their chair on social media. Use the Chair Chooser as a selection tool or as a guide for yourself. The possibilities are endless.

3. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. **Past Performance:** An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. **Additional Investigations:** Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.



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Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

LIVE REPORT

Currency: Shown in USD unless otherwise indicated 

## HON COMPANY LLC, THE

Trade Names: (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA), HON COMPANY

**ACTIVE** **HEADQUARTERS (SUBSIDIARY)**

D-U-N-S 14-781-4735

Number:

Company: THE HON COMPANY LLC

### D&B Address

**Address:** 200 OAK ST  
MUSCATINE, IA, US - 52761

**Location** HEADQUARTERS (SUBSIDIARY)

**Type:**

**Phone:** 800-833-3964

**Fax:**

**Web:** [www.hon.com](http://www.hon.com)

**Added to Portfolio:** 01/03/2017

**Endorsement:** MillerMark@honcompany.com

**Last View Date:** 07/31/2019

## Company Summary

### SCORE BAR

PAYDEX®



77

Paying 5 days past due

Commercial Credit Score Percentile



84

Low to Moderate Risk of severe payment delinquency.

**Financial Stress Score National  
Percentile**



56

Moderate Risk of severe financial stress.

**D&B Viability Rating**

3 4 B Z

[View More Details](#)

**Bankruptcy Found**

N

**D&B Rating**

1R3

1R indicates 10 or more Employees,  
Credit appraisal of 3 is fair

**D&B VIABILITY RATING SUMMARY**

**Viability Score**

Viability Score : 3

Low Risk:1 ; High Risk:9

**Portfolio Comparison**

Portfolio Comparison : 4

Low Risk:1 ; High Risk:9

**Data Depth Indicator**

Data Depth Indicator : B

Predictive:A ; Descriptive:G

**Company Profile:**

Z  
SUBSIDIARY

**DETAILED TRADE RISK INSIGHT™**

3 months from May-19 to Jul-19

Days Beyond Terms Past 3 months: 3 Days

Days Beyond Terms Past 3 months : 3

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 24 payment experiences reported from 15 companies.

**D&B COMPANY OVERVIEW**

This is a headquarters (subsidiary) location

**Branch(es) or Division(s) exist**

Y

**Chief Executive**

JERRY DITTMER, PRES

**Age (Year Started)**

20 years (1999)

**Mailing Address**

PO BOX 1109

Muscataine ,IA

52761

**Employees**

4000 (450 Here)

**History Status**

CLEAR

**Financing**

SECURED

**SIC**

2521

**Line of business**

Mfg wood office furniture

**NAICS**

337211

## PAYDEX® TREND CHART

### FIRSTRAIN COMPANY NEWS

Powered By FirstRain

NeoCon 2019: See how HON's Fuse collection meets personal storage needs for today's workplace FMLink Group LLC Jun 7, 2019  
Google Inc.

DAPC welcomes new project manager for April session The Marietta Daily Journal Blog Apr 13, 2019  
Google Inc.

The HON Company's Empower® Expansion Fuels Varied Work Styles PR Newswire Feb 6, 2019  
Google Inc.

### PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	2	03/12/2018
UCCs	24	02/28/2018

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

### CORPORATE LINKAGE

<b>This is a Headquarters (Subsidiary) location</b>	HON COMPANY LLC, THE Muscatine, IA D-U-N-S® NUMBER: 14-781-4735
<b>Parent Company</b>	HNI CORPORATION IA D-U-N-S® NUMBER: 00-526-9709

### D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

#### Viability Score

**Compared to All US Businesses within the D&B Database:**

- Level of Risk: **Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **3**: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

#### Data Depth Indicator

**Data Depth Indicator:**

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

#### Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

#### Portfolio Comparison

**Compared to All US Businesses within the same MODEL SEGMENT:**

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **4** within this model segment have a probability of becoming no longer viable: **4 %**
- Percentage of businesses ranked **4** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

#### Company Profile:

**Company Profile Details:**

- Financial Data:
- Trade Payments:
- Company Size:
- Years in Business:



Subsidiary

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Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

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ACCOUNT

Currency: Shown in USD unless otherwise indicated 

## HNI CORPORATION

No trade names for this company.

**ARCHIVE** **HEADQUARTERS**

**D-U-N-S** 00-526-9709

**Number:**

**Company:** HNI CORPORATION

**Account** 80666

**Number**

### D&B Address

**Address:** 600 E 2ND ST  
MUSCATINE, IA, US -  
52761

**Location** HEADQUARTERS

**Type:**

**Phone:** 563-272-7400

**Fax:**

**Web:** [www.hni.com](http://www.hni.com)

### Account Address

**Address:** FURNITURE & FIXTURES-  
ALLSTEEL PROD , 414 E  
3RD STREET  
MUSCATINE , IA , 52761  
US

**Phone:**

**Fax:**

**Assigned to:** CREDIT

DEPARTMENT

**Last Review Date:** 05/23/2016 -View More

**Endorsement:** MillerMark@honcom  
pany.com

This business is in your folders:

- All Companies

**Exclude from Portfolio Risk**

**Manager:**

## Company Summary

### ACCOUNT REVIEW REASONS

**Status:**

No Action Recommended

There is no active decisions currently.

[View Previous 10 Credit Term](#)

**SCORE BAR****PAYDEX®****76****Paying 6 days past due****Commercial Credit Score Percentile****86****Low Risk of severe payment delinquency.****Financial Stress Score National Percentile****65****Moderate Risk of severe financial stress.****D&B Viability Rating****[View More Details](#)****Bankruptcy Found****N****D&B Rating****5A3****5A indicates 50 million and over, Credit appraisal of 3 is fair****LATEST AGING  
(05/23/2016)**

Aging Graph cannot be created

Total outstanding : 0

**DETAILED TRADE RISK INSIGHT™**

**3 months** from May-19 to Jul-19

**Days Beyond Terms Past 3 months: 3 Days**

**Days Beyond Terms Past 3 months : 3**

**Low Risk:0 ; High Risk:120+**

Dollar-weighted average of **89** payment experiences reported from **35** companies.

## PAYDEX® TREND CHART

### D&B VIABILITY RATING SUMMARY

#### Viability Score

Viability Score : 1

Low Risk:1 ; High Risk:9

#### Data Depth Indicator

Data Depth Indicator : A

Predictive:A ; Descriptive:G

#### Portfolio Comparison

Portfolio Comparison : 5

Low Risk:1 ; High Risk:9

#### Company Profile:



Financial	Trade	Company	Years in
Data	Payments	Size	Business
Available	Available (3+Trade)	Large	Established

### CURRENT CREDIT TERMS

Previous Credit Limit(USD)	Not Available
Actual Payment Terms	Not Set
Actual Early Payment Discount	Not Set
Actual Term Status	Not Set
Total Outstanding	Not Set
Credit Limit Remaining	
Credit Limit Utilization	Unable to Calculate Credit Limit Utilization


### COMPANY OVERVIEW

This is a headquarters location



<b>Branch(es) or Division(s) exist</b>	<b>Chief Executive</b>	<b>Age (Year Started)</b>
Y	JEFFREY D LORENGER, PRES-CEO	75 years (1944)
<b>Employees</b>	<b>History Status</b>	<b>Net Worth</b>
9600 (65 Here)	CLEAR	563259000
<b>Mailing Address</b>		
PO BOX 1109		
Muscataine ,IA	<b>Financing</b>	<b>Financial Condition</b>
52761	SECURED	FAIR
<b>Revenue</b>	<b>Stock Symbol</b>	<b>SIC</b>
2257895000	HNI	<u>2521</u> <u>2541</u>
<b>Line of business</b>		
Wood office, desks, chairs furniture; partitions for floor attachment; room heaters (stoves, wood, & coal burning); and hardware	<b>NAICS</b>	
	<u>337211</u>	

#### STOCK PERFORMANCE

**HNI 34.89 0.19**  (0.52%)

Previous Close:

34.71

Volume:

64,782.00

Daily High:

35

Daily Low:

34.59

52-Week High:

44.8

52-Week Low:

32.8

P/E:

17.3532

Market Cap:

1,495,468,734

EPS:

2.01

Div/Yield:

3.50

#### FIRSTRAIN COMPANY NEWS

Powered By FirstStrain

HNI Corporation elects Dhanusha Sivajee to its Board of Directors Lesprom Jul 29, 2019  
Google Inc.

Arcus Capital Partners LLC Acquires New Shares in HNI Corp (NYSE:HNI) Tech Know Bits Jul 27, 2019  
Google Inc.

HNI sees dip in office furniture sales CWB Jul 26, 2019  
Google Inc.

HNI Corporation Reports Earnings for Second Quarter

HNI Corporation Reports Earnings for Second Quarter Fiscal Year 2019 Business Wire, Inc. Jul 25, 2019  
Google Inc.

HNI Corporation: Presents Q2 2019 HNI Corporation Earnings Presentation The Wall Street Transcript Jul 24, 2019  
Google Inc.

HNI Corp Q2 adjusted earnings Miss Estimates RITNews Jul 24, 2019  
Google Inc.

HNI (HNI) Scheduled to Post Earnings on Wednesday MR Modern Readers Jul 23, 2019  
Google Inc.

Allsteel furniture hit with third gender wage discrimination lawsuit CWB Jul 19, 2019  
Google Inc.

John Graham - Ad from 2019-07-17 The Muscatine Journal Jul 17, 2019  
Google Inc.

HNI Corporation Elects New Director Business Wire Jul 12, 2019  
Google Inc.

HNI (NYSE:HNI) Upgraded by Zacks Investment Research to ?Hold? Tech Know Bits Jul 12, 2019  
Google Inc.

\$552.15 Million in Sales Expected for HNI Corp (NYSE:HNI) This Quarter MR Modern Readers Jul 11, 2019  
Google Inc.

ADNET ADVERTISING - Ad from 2019-07-10 The Muscatine Journal Jul 10, 2019  
Google Inc.

HNI Corporation Second Quarter Fiscal 2019 Results Conference Call Business Wire Jul 9, 2019  
Google Inc.

HNI Corp (NYSE:HNI) Expected to Post Earnings of \$0.41 Per Share MR Modern Readers Jul 9, 2019  
Google Inc.

Great West Life Assurance Co. Can Acquires 1,456 Shares of HNI Corp (NYSE:HNI) Tech Know Bits Jul 6, 2019  
Google Inc.

ADNET ADVERTISING - Ad from 2019-07-05 Quad-City Times Jul 5, 2019  
Google Inc.

HNI (NYSE:HNI) Upgraded by Zacks Investment Research to Hold MR Modern Readers Jun 27, 2019  
Google Inc.

Connor Clark & Lunn Investment Management Ltd. Trims Position in HNI Corp (NYSE:HNI) Tech Know Bits Jun 26, 2019  
Google Inc.

Metropolitan Life Insurance Co NY Sells 479 Shares of HNI Corp (NYSE:HNI) Tech Know Bits Jun 26, 2019  
Google Inc.

HNI Corp (NYSE:HNI) Holdings Cut by Northwestern Mutual Investment Management Company LLC Tech Know Bits Jun 19, 2019  
Google Inc.

HNI Corp (NYSE:HNI) Holdings Increased by Texas Permanent School Fund Tech Know Bits Jun 18, 2019  
Google Inc.

HNI Corp (NYSE:HNI) Expected to Post Earnings of \$0.41 Per Share MR Modern Readers Jun 18, 2019  
Google Inc.

Victory Capital Management Inc. Acquires 4,787 Shares of HNI Corp (NYSE:HNI) Tech Know Bits Jun 15, 2019  
Google Inc.

Alambic Investment Management L.P. Purchases New Stake in HNI Corp (NYSE:HNI) Tech Know Bits Jun 13, 2019  
Google Inc.

\$552.15 Million in Sales Expected for HNI Corp (HNI)

This Quarter Tech Know Bits Jun 13, 2019  
Google Inc.

Analysts Expect HNI Corp (NYSE:HNI) to Post \$0.41  
EPS The Olympia Report Jun 11, 2019  
Google Inc.

NeoCon 2019: See how HON's Fuse collection meets  
personal storage needs for today's workplace FMLink  
Group LLC Jun 7, 2019  
Google Inc.

HNI (HNI) Stock Rating Upgraded by Zacks  
Investment Research MR Modern Readers Jun 6, 2019  
Google Inc.

ADNET ADVERTISING - Ad from 2019-06-05 The  
Muscatine Journal Jun 5, 2019  
Google Inc.

Connor Clark & Lunn Investment Management Ltd.  
Sells 7,825 Shares of HNI Corp (HNI) Tech Know Bits Jun  
4, 2019  
Google Inc.

Zurcher Kantonalbank Zurich Cantonalbank Has  
\$92,000 Position in HNI Corp (HNI) Tech Know Bits Jun 2,  
2019  
Google Inc.

HNI Corp (NYSE:HNI) Raises Dividend to \$0.31 Per  
Share Tech Know Bits May 30, 2019  
Google Inc.

HNI (HNI) Upgraded to Hold at Zacks Investment  
Research MR Modern Readers May 27, 2019  
Google Inc.

Zurcher Kantonalbank Zurich Cantonalbank Sells 471  
Shares of HNI Corp (HNI) Tech Know Bits May 26, 2019  
Google Inc.

HNI Corp (HNI) Announces Quarterly Dividend of  
\$0.31 Tech Know Bits May 26, 2019  
Google Inc.

HNI CORPORATION - Ad from 2019-05-22 Quad-City  
Times May 22, 2019  
Google Inc.

ADNET ADVERTISING - Ad from 2019-05-15 The  
Muscatine Journal May 15, 2019  
Google Inc.

Ex-Dividend Reminder: Lindsay, HNI and Harris Nasdaq  
May 14, 2019  
Google Inc.

HNI Corporation Increases Quarterly Dividend Business  
Wire, Inc. May 7, 2019  
Google Inc.

\$552.15 Million in Sales Expected for HNI Corp (HNI)  
This Quarter Tech Know Bits May 1, 2019  
Google Inc.

Q2 2019 EPS Estimates for HNI Corp (HNI) Cut by  
Analyst MR Modern Readers Apr 26, 2019  
Google Inc.

Metropolitan Life Insurance Co. NY Raises Stake in  
HNI Corp (NYSE:HNI) MR Modern Readers Apr 22, 2019  
Google Inc.

HNI Corporation Reports Earnings for First Quarter  
Fiscal Year 2019 Business Wire, Inc. Apr 22, 2019  
Google Inc.

HNI: 1Q Earnings Snapshot Yahoo - News (UK & Ireland) Apr  
22, 2019  
Google Inc.

HNI Corp. Q1 Profit Tops Estimates; Organic Sales  
Down 3.4% - Quick Facts RTTNews Apr 22, 2019  
Google Inc.

HNI Corporation (NYSE:HNI): Has Recent Earnings  
Growth Beaten Long-Term Trend? Daily Magazine Apr 19,  
2019  
Google Inc.

ADNET ADVERTISING - Ad from 2019-04-17 The

Raymond James & Associates Sells 3,812 Shares of  
HNI Corp (HNI) MR Modern Readers Apr 13, 2019  
Google Inc.

Nuveen Asset Management LLC Grows Holdings in  
HNI Corp (HNI) MR Modern Readers Apr 12, 2019  
Google Inc.

## PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	4	11/09/2017
UCCs	81	09/24/2018

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

## Predictive Scores

### D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

#### Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1**: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

#### Data Depth Indicator

Data Depth Indicator:

#### Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **0.5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

#### Company Profile:

Company Profile Details:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

#### Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

- Financial Data: **Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**



Financial Data	Trade Payments	Company Size	Years in Business
Available	Available: 3+Trade	Large	Established

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Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

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## HON FULL LIFETIME WARRANTY

### YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

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

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

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

### HON'S FULL 12-YEAR WARRANTY

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

### HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

### HON'S FULL 5-YEAR WARRANTY

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

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

## IS ANYTHING NOT COVERED?

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

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

## WARRANTY REQUESTS OR QUESTIONS?

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

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

## A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

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



## HON LIMITED 5-YEAR WARRANTY

### YOUR HON LIMITED 5-YEAR WARRANTY

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

### LIMITATIONS:

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

### EXCLUSIONS:

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

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

### SEATING USAGE:

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

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

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

### CUSTOMER'S OWN MATERIAL (COM)

Not available on HON products covered under the HON 5-year warranty.

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

### NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:

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

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

### TO OBTAIN SERVICE UNDER THIS WARRANTY:

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

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





## HON LIMITED 5-YEAR WARRANTY

### PRODUCT LIST:

H432	HBV-P6024	HVL511	HBLMTB16A1
H434	HBV-P6030	HVL515	HBLMTB16ES
H482	HBV-P6036	HVL518	HBLMTB16N
H484	HBV-P6042	HVL521	HBLMTB8A1
HBL2101	HBV-P6048	HVL525	HBLMTB8ES
HBL2101BF	HBV-P6060	HVL528	HBLMTB8N
HBL2102	HBV-P6072	HVL531	HVL891
HBL2103	HBV-P7224	HVL532	HVL892
HBL2111	HBV-P7230	HVL534	HVL893
HBL2111BF	HBV-P7236	HVL538	HVL894
HBL2115	HBV-P7242	HVL541	HVL895
HBL2121	HBV-P7248	HVL551	HBLMTR12A1
HBL2123	HBV-P7260	HVL581	HBLMTR12ES
HBL2145	HBV-PBS	HVL582	HBLMTR12N
HBL2146	HBV-PWB1	HVL585	HBLMTR16A1
HBL2155	HBV-QC180	HVL601	HBLMTR16ES
HBL2162	HBV-QC90	HVL604	HBLMTR16N
HBL2163	HBV-TBASE	HVL605	HBLMTR8A1
HBL2164	HBV-VSH24	HVL606	HBLMTR8ES
HBL2171	HBV-VSH30	HVL616	HBLMTR8N
HBL2180	HBV-VSH36	HVL641	HBLP3060A1
HBL2183	HBV-VSH42	HVL643	HBLP3060ES
HBL2194	HBV-VSH48	HVL653	HBLP3060N
HBL2211	HBV-VSH60	HVL685	HBLPP3066A1
HBL2213	HBXRISER	HVL691	HBLPP3066ES
HBL42CU	HC184236	HVL693	HBLPP3066N
HBL72BFMODG	HC187236	HVL701	HBLUPP7210A1
HBL72HDG	HML8851	HVL702	HBLUPP7210ES
HBLC48D	HML8852	HVL705	HBLUPP7210N
HBLC72R	HML8858	HVL712	HBLUPPH72114ES
HBLH3160	HMNG15PED	HVL721	HBLUPPH72114A1
HBLH3170	HMNG30FCD	HVL844	HBLUPPH72114N
HBLMT48A	HMNG30FCO	HVL852	HMLDP6024W
HBLMT48B	HMNG30STDM	HVL853	HMLDP6024C
HBLMT48R	HMNG36FCD	HVL862	HMLDPFO7660W
HBLMTO48A	HMNG36OVRD	HVL864	HMLDPFO7660C
HBLMTO48B	HMNG36STDM	HVL871	HMLDF6060W
HBLMTO48R	HMNG48WKSL	HVL872	HMLDF6060C
HBLPBRIDGE	HMNG60OVRD	HVL873	HMLDPF7260W
HBLPCLASSIC	HMNG60WKSL	HVL887	HMLDPF7260C
HBLPCONTEMP	HMNG60WKSL	HVL888	HMLDPFO7260W
HBLPWC	HMNG72WKSL	HVL981	HMLDPFO7260C
HBMP2B	HMNGDLEG	HVL982	HMLDPFO76602W
HBMP2F	HMNGOHLEG	HVL991	HMLDPFO76602C
HBMP24824P	HVL103	HVL995	HMLDPFO6082W
HBMP24824X	HVL105	HVLPERCH	HMLDPFO6082C
HBMP248MOD	HVL108	HBLDCH7296A1	HMLD60W
HBMP26024P	HVL131	HBLDCH7296ES	HMLD60C
HBMP26024X	HVL151	HBLDCH7296N	HMLDF60W
HBMP260MOD	HVL161	HBLDCHL7272A1	HMLDF60C
HBMP27224P	HVL171	HBLDCHL7272ES	
HBMP27224X	HVL205	HBLDCHL7272N	
HBMP272MOD	HVL206	HBLPP6678A1	
HBTMS	HVL210	HBLPP6678ES	
HBV-P4224	HVL215	HBLPP6678N	
HBV-P4230	HVL220	HBLPP8484A1	
HBV-P4236	HVL302	HBLPP8484ES	
HBV-P4242	HVL303	HBLPP8484N	
HBV-P4248	HVL402	HBLMTB12A1	
HBV-P4260	HVL443	HBLMTB12ES	
HBV-P4272	HVL508	HBLMTB12N	

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## Tab 4 - Qualifications & Experience

**HON<sup>®</sup>**

# References

- **Cuesta Community College | San Luis Obispo, CA**

Sarah Maloney, Bond Manager | (805) 305-4556

Multi-year relationship with multiple projects

We have a long-standing relationship with Cuesta College since 2005. We have worked on several projects that include all types of furniture: Systems, Tables, Storage, Freestanding Furniture and Seating. In conjunction with the local dealer, we have provided on time delivery, project manager and installation dates meeting customer expectations. Conservatively speaking, the four colleges connected to Cuesta have spent in excess of \$7M (net) on HON furniture through various projects. Currently, there have been no issues or problems to resolve.

- **University of California | Irvine, CA**

Anita Mathias | Senior Buyer | (949) 824-7018 | E: [amathia1@uci.edu](mailto:amathia1@uci.edu)

School Facilities Room 301 and 302

Project planning began in February 2019 with order placement in March 2019. Project scope was over \$110,000 and encompassed the redesign of the area with new workstations and additional areas for collaboration. Products used on the project included: Voi Desking, Accelerate Workstations, Ignition Seating and Flock Seating. This project was delivered and installed with no issues.

- **Health Equity | Draper, UT**

Philip Dunn | Facilities Manager | (801) 979-2960

Corporate Headquarters

Health Equity has been working with The HON Company for their furniture needs for their Headquarter location in Draper, Utah since 2015 when they had 550 employees in Utah alone. Over the past four years, The HON Company has helped Health Equity scale to an additional 430 employees in Utah bringing their total to 980 employees. Their HQ expansion was 50,000 square feet and in the past two years, they have acquired and hired for another 25,000 square feet. The HON Company provides office furniture for all major categories including systems, desking, seating, storage and tables. HealthEquity services more than 1.5 million health savings accounts for 70 health plan partners and employees at approximately 27,000 companies across the United States.

- **County of York | County of York Pennsylvania**

Scott Cassel | Facilities Manager | (717) 771-4388 | E: [scassel@yorkccd.org](mailto:scassel@yorkccd.org)

Multiple County and City Projects

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

- **Davis School District | Salt Lake City, UT**  
Joan Tuttle | (801) 402-7805 | E: [jtuttle@dsgmail.net](mailto:jtuttle@dsgmail.net)  
Eight Schools in Davis County School District

Davis School District in Salt Lake City, Utah had a bond passed in 2015 to build or renovate eight schools in Davis County. The HON Company has provided furniture to many of these bond projects but most notable, Farmington High School in 2018 resulting in \$2.5 million award providing students with furniture that meets the needs of 21st century learning. Davis School District has 59 elementary schools, 17 junior high schools and 8 high schools.

- **Soledad Unified School District | Soledad, Cal 93960**  
Tim Vanoli | Superintendent | (831) 678-3987 | E: [tvanol@soledad.k12.ca.us](mailto:tvanol@soledad.k12.ca.us)  
Main Street Middle School | 441 Main Street

HON's local authorized dealer, Palace furnished the entire school from the ground up and completed the project on time on OMNIA Partners, Public Sector Region 4 Contract. Palace has been servicing this customer for over 15 years. The Main Street Middle School project was the largest HON project completed at this school district. As a result of the successful completion of this project, HON is the new standard for all future schools in this district.

- **Nelson County Board of Education | Bardstown, KY**  
Wes Bradley | Superintendent | (502) 349-7000 ext. 2326  
E: [wes.bradley@nelson.kyschools.us](mailto:wes.bradley@nelson.kyschools.us)

Nelson County Board of Education has been purchasing HON products for over 20 years with an annual sales volume of approximately \$172,450. HON has provided furniture, design, and installation services for Nelson County High School, County Board Office, New Haven School, Foster Heights Elementary School, The Academy, & Thomas Nelson High School.

- **Reese Career Tech Center | Missouri City, TX**  
Kelly R. Kelly, CTSBO | (832) 221-2196 | E: [kelly.kelly@fortbendis.com](mailto:kelly.kelly@fortbendis.com)

Fort Bend Independent School District | 2323 Texas Parkway  
Our local authorized dealer, Carroll's Office Furniture has provided HON furniture to the district for over 4 years with sales volume of \$250,000.

- **School District of Springfield R-12 | Springfield, MO**  
Michelle Bentley | Purchasing Specialist | (417) 523-0071  
E: [mbentley@spsmail.org](mailto:mbentley@spsmail.org)

From late 2018 through early 2019, HON and its local authorized dealer partner completed the updating of 5 High School training rooms for a total sales volume of \$399,717.00. In addition to these completed projects, HON has been selected as the ongoing standards package for Springfield Public Schools (SPS) with standardized pricing through a Blanket Purchasing Agreement (BPA) that uses the OMNIA Partners contract as the pricing framework.

Services provided by HON and our local authorized dealer partner include: product solutioning and consultation for every project that extends beyond SPS standards package, space measurement and planning, specification within Giza and now CET software, management of shipments and coordination on delivery and receipt into dealer warehouse unless shipment is

full truck, provide key product updates and continual evaluation for better, newer, potentially lower cost alternatives available on BPA. We conduct quarterly meetings (average) with purchasing and/or relevant managers of bond money following April bond vote, and rapid punch response via Dealer Partner and HON Customer support team.

- **Prince Edwards Social Services | Farmville, Virginia**  
Wade Bartlett | County Administrator | (434) 547-8837  
E:wbartlett@co.prince-edward.va.us

Prince Edwards Social Services has enjoyed HON products over the last 20 years with approximately \$197,000 annual sales volume. In addition, to the quality products, they are happy with HON's lead times and are currently in the process of specifying all HON in their new courthouse in 2020.

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## Tab 5 - Value-Add

**HON<sup>®</sup>**

# Value-Add Services

## HON Integrated Design Solutions

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

- **Plan & Specify**

The IDS team assists our dealers in creating professional design packages including furniture plans using CET Designer, 3-4 line drawings and a complete bill of materials/parts lists. These provide our customers a complete overview of their furniture projects.

- **Audit**

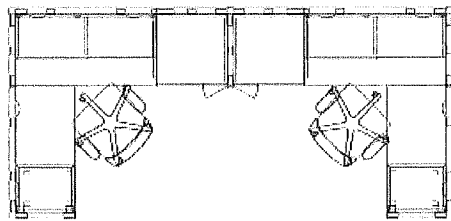
Auditing services are also available through our IDS team to help provide you with the peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.

- **Value Engineering**

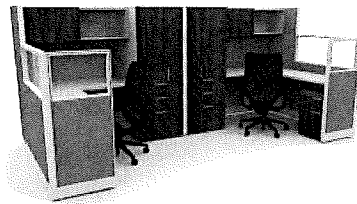
To help our customers optimize their furniture layouts with cost saving product suggestions, our IDS teams provide value engineering options and suggestions.

- **Rendering**

To help our customer's visualize their furniture including 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.



*Plan & Specify*



*Rendering*

## Tailored Solutions

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

- **Special Laminates**

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

- **Dual Fabric Applications**

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

- **Special Paints**

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

**OMNIA Partners Dedicated Webpage**

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

Visit [www.hon.com/market/government/omnia-partners](http://www.hon.com/market/government/omnia-partners) 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 solution that fits your needs. The tool is available on hon.com and can be accessed through multiple channels such as web browsers, tablets, Smartphone's, iPad's and iPhones. The Chair Chooser tool also gives users the ability to download an informative PDF, email their selection, or share their chair on social media. Use the Chair Chooser as a selection tool or as a guide for yourself. The possibilities are endless.



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## Tab 6 - Additional Required Documents

**HON<sup>®</sup>**

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

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 Offeror. Offeror is 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.

*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.
- ☒ 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 include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

December 5, 2019

Date

  
Authorized Signature & Title  
David Bizak – Vice President, Finance

# **Proprietary/Confidential Information Public Information Act**

Page 3 of Tab 2, Products Pricing, Lines 1-43 of our proposal response includes proprietary information on how HON is changing our go-to-market strategy as it relates to our lead public sector contract; this strategy includes but is not limited to anticipated sales volumes, dealer incentives including not yet announced compensation packages, pricing strategies, etc. These strategies remain strictly company confidential and have not yet been announced to the marketplace; if this information was provided publicly it would cause significant harm and an undue competitive disadvantage in the marketplace. We are requesting to keep this information as confidential.

**CONFIDENTIAL**

ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)  
Attorney General Form

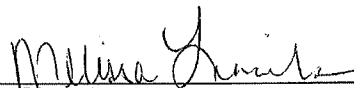
I affirm under penalty of perjury of the laws of the State of Texas that:

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.

**Company**

The HON Company LLC

**Contact**

  
**Signature**

Melissa Lincoln  
**Printed Name**

Contract Manager  
**Position with Company**

**Address**

200 Oak Street

Muscatine, IA 52761

**Official  
Authorizing  
Proposal**

  
**Signature**

David Bizak  
**Printed Name**

Vice President, Finance  
**Position with Company**

**Phone**

(800) 466-8694

**Fax**

(800) 833-3902

### *Appendix C, DOC # 3*

#### Implementation of House Bill 1295

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

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

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

##### Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

##### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

##### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-564255

Date Filed:  
11/22/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The HON Company LLC  
Muscatine, IA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

OMNIA RFP 19-18  
Office Furniture

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

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

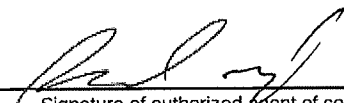
My name is David Bizak

and my date of birth is 7/21/75

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

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

Executed in Muscatine County, State of Iowa, on the 22 day of November, 2019.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, David Bizak-Vice President, Finance, as an authorized representative of  
The HON Company LLC, a contractor engaged by  
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

12/5/2019  
\_\_\_\_\_  
Date

### SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

### Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.



## Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## Prevailing Wage Requirements

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

### Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### 2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 29 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal



government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

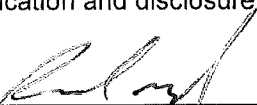
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, The HON Company LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

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

David Bizak-Vice President, Finance  
Name and Title of Contractor's Authorized Official

December 5, 2019  
Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, if applicable.

Offeror's Name:

The HON Company LLC

Address, City, State, and Zip Code:

200 Oak Street, Muscatine, IA 52761

Phone Number: (800) 466-8694

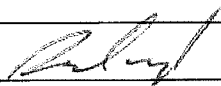
Fax Number: (800) 833-3902

Printed Name and Title of Authorized

Representative: David Bizak-Vice President, Finance

Email Address:

HNIGovContracts@hnicorp.com

Signature of Authorized Representative: 

Date: December 5, 2019



**RECEIPT OF ADDENDUM NO. 1**  
**ACKNOWLEDGEMENT**

**Offeror shall acknowledge this addendum by signing below and include in their proposal response.**

Company Name The HON Company LLC

Contact Person David Bizak – Vice President, Finance

Signature 

Date December 5, 2019

Crystal Wallace  
Region 4 Education Service Center Business Operations Specialist

**University of California, Office of the President (UC)**

**Contract # 2019.001896**

*for*

UC Office Furniture and Related Services

*with*

**Kimball Office, Inc.**

Effective: May 20, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Kimball Office, Inc. effective May 20, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



# UNIVERSITY OF CALIFORNIA

## Office Furniture Purchasing Agreement #2019.001896

Kimball Office, Inc., Dated May 20, 2020

As a result of Request for Proposal # (RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019), the Agreement to furnish certain goods and services described herein and in the documents referenced herein, is a Master Agreement for the purchase of office furniture and related services (“Goods and/or Services”) and is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and Kimball Office, Inc. (“Supplier”); such contract to be made available as a Cooperative Purchasing Contract through OMNIA Partners Public Sector. This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

### 1. Statement of Work

As a manufacturer of Office Furniture, Supplier agrees to provide Furniture Products the Required Services, either directly or through a network of primary dealers; all as listed in the statement of work attached as **Attachment A (“Statement of Work”)** and any other documents referenced in the Incorporated Documents section herein, per the terms and the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier. Goods and Services shall be provided to UC and OMNIA Partner’s Participating Agencies, as detailed below:

- a) The University of California, as the Principal Procurement Agency, defined in the National Requirements Document at time of RFP (see OMNIA Partners Exhibit A within CalUSource RFP), has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). The National Requirements Documents (Exhibits A-H under RFP Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.
- b) University of California locations, as defined in Section 3 of Attachment A - Statement of Work

### 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from May 20, 2020 and through April 30, 2024 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for five (5) successive years (Renewal Term), exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered. Supplier will be provided with at least sixty (60) calendar days’ written notice before the end of the Initial Term or any Renewal Term. NOTE: This contract will be signed and available for national use and purchases, prior to its implementation and availability for purchases by the UC, which will begin November 1, 2020. This does not inhibit the Supplier from engaging with UC customers when requested by UC department for the purposes of preparatory discussions/design work on lengthy/large projects which will not be procured until after November 1, 2020. Additionally, it is expected, Suppliers will promote their company and services during campus roll-outs (September 28<sup>th</sup> through October 31<sup>st</sup>).
- b) UC may terminate the Agreement for cause or convenience by giving the other party at least 180 calendar days’ written notice. Note, this is a UC System-wide Agreement, extended nationally through OMNIA Partners. Termination by a campus (or department), will not constitute termination of the Agreement for the UC system itself, nor the Agreement as a whole.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 180 days’ notice of failure to cure a material breach of the Agreement within the Cure Period allowed (30 days from written notice of a breach, per this Agreement). For sake of clarity, either Party may provide written Notice of Breach to the Administrators listed in this Agreement. This action shall trigger a thirty (30) day Cure Period. If breach is not resolved, originating party/notifying party, may provide a Notice to Terminate as a result of uncured breach, allowing 180 days of continuing service for new orders



# UNIVERSITY OF CALIFORNIA

and/or completion of existing orders; all of which must be complete within that 180 day period and/or mutually acceptable arrangements made for completion after termination.

### 3. UC Program

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

### 4. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, as specified for a National Program. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outline in the above referenced RFP (RFP ## 001218). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

### 5. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

University's standard payment terms are Net 30 days of receipt of product to UC or to Dealer's warehouse. Invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges for missing or damaged product specifically relating to the original purchase order and any additional items, only if 'Date promised by' aligns with original shipment. Where mutually acceptable, large projects may employ the use of phased payment, for the purpose of covering costs for services already rendered or product already procured; specific details and process to be negotiated between the Supplier and the University campuses based on each site's requirements. A Purchase Order must precede the work or purchase.

## 6. Pricing Structure, Invoicing Method, and Settlement Method Terms

#### a) Pricing

1. All Goods available through this Agreement, include delivery and are priced as a 'Discount off List'. These discounts are based against a contracted Manufacturer's National Price List. List price/MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by, the trade. 'Discount off List' may vary according to delivery or services included. Refer to Attachment A –Statement of Work. For Pricing, discounts, and pricing terms.

#### b) Invoicing and Settlement

1. Each Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC and/or Participating Agency Location. For UC campuses/locations, please see UC's Procure to Pay Standards for the options that will be considered <https://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> Each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be. The University at its discretion, may remit payment to the Dealer through P-Card (credit card/similar methods) with a processing fee, as well as checks, or other electronic forms of payment. Supplier reserves the right to elect ACH or Check payment on any projects exceeding \$400,000 (High Volume/Negotiable Tier), for the purpose of avoiding additional merchant fees associated with credit card (or similar) payment methods. UC campuses/locations may accept, reject, or negotiate this supplier policy, during planning phase of a large project. Supplier is obligated to notify location of this policy, prior to any engagement of services or ordering of product

2. All payments for UNIVERSITY purchases under this Agreement are Net 30 days of product shipping, unless stated otherwise within this Agreement and shall not be subject to late charges or interest charges. Exceptions for phased payment, are noted above within



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Section 5. Subject to exception B.1 above, the University, at its discretion, may remit payment to the Supplier through P-Card (credit card or similar, with fees up to 3%), checks, or other electronic forms of payment. Note the UC (only) is entitled to 30 days free storage (Section 9 of Attachment A) from Dealer, if prearranged or mutually agreed. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, may be charged at rates quoted within this Agreement. This arrangement does not extend requirements for payment to Supplier, if product is available for inspection/verification. As previously stated, invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges.

3. Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will not pay freight/shipping or basic delivery costs for Manufacturer's goods. Installation and other services may be charged separately, when not included as part of a 'Service Package' (service and product, priced as a reduced percentage off list); all such charges and services listed in Attachment A – Statement of work. All separate Service charges shall include detail (e.g. 2 men, 8hrs. @ \$65.00 hourly or 3 hrs. Design Services @ XX).

4. Supplier's Authorized Representatives will submit invoices, following the designated invoice method, directly to UC Accounts Payable Departments at each UC Location, unless the UC Location and the Supplier reach an alternate, mutually acceptable procedure for submitting invoices (i.e., directly from Supplier to UC Location). All invoices must clearly indicate the following information:

- a. California sales tax as a separate line item, based on the California 10 digit Zip Code;
- b. UC System Wide Agreement Number;
- c. Freight or Shipping/Delivery as separate line items, only when applicable (e.g. non-Kimball product)
- d. Service and Installation costs (with service and labor detail);
- e. Purchase Order or Release Number;
- f. Description, quantity, catalog number and manufacturer number of the item ordered; UC Net cost of each item;
- g. List Price, appropriate % discount applied, and Net Cost;
- h. Reference to original order number for all credit memos issued (if applicable);
- i. UC Purchase Order or Release Number;

## 7. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

<b>Name</b>	David Rusting. Chief Information. Security Officer.
<b>Phone</b>	(510)987-0086
<b>Email</b>	David.Rusting@ucop.edu
<b>Address</b>	Address: 1111 Franklin St., 7th Flr, Office: 7104
	Oakland Ca. 94607

To UC, regarding contract issues not addressed above:

<b>Name</b>	Yvonne Macon
<b>Phone</b>	530-752-5684
<b>Email</b>	Yvonne.Macon@ucop.edu
<b>Address</b>	260 Cousteau Place, Ste. 150
	Davis, Ca. 95618

To Supplier:

<b>Name</b>	Stacy Huelsman
<b>Phone</b>	812-482-8108
<b>Email</b>	Stacy.huelsman@kimball.com



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Address	1600 Royal St.
	Jasper, IN 47546

## 8. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

## 9. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 10. Prevailing Wages

Supplier acknowledges Prevailing Wage requirements, apply to this contract.

a) Supplier understands and acknowledges that prevailing wages are frequently applicable for installation services provided under this program. Supplier (as defined herein), to include its Dealers or their subcontractors performing services) is required to pay prevailing wages, when applicable to the work and as required within the state and county where installation is taking place and at the rate specified for those counties, per the Department of Industrial Relations. A Supplier should note, Prevailing Wages are to be paid for labor performed for any UC installation where assembly or attachments is required, except for labor related to the following activities:

- Delivery of materials that will not be installed by the delivering vendor or subcontractor; and
- Assembly of unattached, freestanding furniture, not requiring special tools and/or joining of furniture pieces (e.g. desk return added to desk); and
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code.

b) Prevailing wages shall also be paid for all labor associated with the special fabrication of any non-standard, non-catalog furniture components that are manufactured specially and exclusively for installation at the project/delivery site.

c) Rates vary depending on the county in which the work is being performed. In Installations where Prevailing Wages are applicable, the UNIVERSITY acknowledges that added delivery installation charges may be applied, as a differential, to reflect the current updated Prevailing Wage schedules.

## 11. Fair Wage/Fair Work (UC Specific)

For all work performed as Standard Labor (work not requiring the payment of Prevailing Wage rates), Supplier is required to pay a minimum of the UC Fair Wage (defined as \$15 per hour as of 10/1/17) to its staff when providing services at UC Locations. This is also assumed/required for any labor quotes stated as a flat hourly amount, inclusive of Supplier overhead costs (Basic Installation Hourly Rates).

## 12. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

## 13. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE



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OF INSURANCE – Agreement #2019.001896\_Office furniture. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – Agreement #2019.001896\_Office Furniture

## 14. Service-Specific and/or Goods-Specific Provisions

Supplier is providing all categories of its Office Furniture and related Product Lines nationally to Participating Agencies, when extended through OMNIA Partners and to UC (with noted restrictions). Quotes, delivery and/or any installation will be performed by Supplier's Authorized Representatives-Subcontractors (i.e. dealer network), although Quotes may, in some cases, be provided by Supplier as manufacturer of the goods, rather than its authorized representatives for convenience, efficiency, or accuracy reasons. Purchase order processing (acknowledgement-confirmation) and invoicing may be performed by Supplier.

## 15. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

**16. Amendments to UC Terms and Conditions of Purchase** - There are no amendments to UC Terms and Conditions of Purchase, dated 5-9-19.

**17. Amendments to Appendix – Data Security** - There are no amendments to The UC Appendix – Data Security, dated 4-12-19.

**18. Amendments to Appendix – Business Associate** - The UC Appendix – Business Associate, does not apply to this contract.

**19. Appendix Ecommerce** – Appendix Ecommerce, dated 9-19-17 applies to UC ecommerce business and is not amended.

## 20. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following this Agreement.

Attachment A - Statement of Work, including Exhibits

Attachment B - UC Terms and Conditions of Purchase dated 5-9-19

Attachment C - UC Appendix – Data Security dated 4-12-19

Attachment D - UC Appendix Ecommerce, dated 9-19-17

Attachment E - Definitions

Attachment F - RFP Document (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019) and any subsequent Addenda

Attachment G - Supplier's Response to RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019, dated 8-21-19

## 20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.





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This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

A handwritten signature in cursive script, appearing to read "William M. Cooper".

1E90FA07092546F...

(Signature)

William Cooper AVP & Chief Procurement Officer of Kimball Office, Inc. **Phyllis Goetz, President**

(Printed Name, Title)

5/21/2020

(Date)

Kimball Office, Inc.

A handwritten signature in cursive script, appearing to read "Phyllis Goetz".

(Signature)

**Phyllis Goetz, President**

(Printed Name, Title)

05/20/2020

(Date)



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**ATTACHMENT A – STATEMENT OF WORK  
(Placeholder for inserted pages)**



# UNIVERSITY OF CALIFORNIA

## ATTACHMENT B – UC TERMS AND CONDITIONS OF PURCHASE (DATED 5-9-19)

### ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

### ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

**ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.** Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

**ARTICLE 4 – INSPECTION.** The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

### ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's



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employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

## ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included; (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and
4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

E. General Accessibility Requirements. Supplier warrants that:

1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

## ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will



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be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

## B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.

3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

## ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

## ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000



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- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
  2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

## **ARTICLE 10 – USE OF UC NAME AND TRADEMARKS**

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

## **ARTICLE 11 – FEDERAL FUNDS**

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
  - ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
  - iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  - iv. FAR 52.219-8, Utilization of Small Business Concerns;
  - xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
  - xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
  - xii. FAR 52.222-41, Service Contract Labor Standards;
  - xiii. FAR 52.222-50, Combating Trafficking in Persons;
  - xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
  - v. FAR 52.222-17, Non-displacement of Qualified Workers;
  - vi. FAR 52.222-21, Prohibition of Segregated Facilities;
  - vii. FAR 52.222-26, Equal Opportunity;
  - viii. FAR 52.222-35, Equal Opportunity for Veterans;
  - ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
  - x. FAR 52.222-37, Employment Reports on Veterans;
  - xvi. FAR 52.222-54, Employment Eligibility Verification;
  - xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  - xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  - xix. FAR 52.224-3, Privacy Training;
  - xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
  - xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.



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B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at [www.ucop.edu/procurement-services/policies-forms/index.html](http://www.ucop.edu/procurement-services/policies-forms/index.html) is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

## ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

## ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the



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Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit

Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

## **ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY**

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

## **ARTICLE 16 – COOPERATION**

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

## **ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS**

The terms in this Article have special application to the furnishing of Goods: A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note. C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection. D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished. E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11. F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

## **ARTICLE 18 – CONFLICT OF INTEREST**

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means: A. An investment worth \$2,000 or more in Supplier or its affiliate; B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate; C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or D. A personal financial benefit from the Agreement in the amount of \$250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

**ARTICLE 19 – AUDIT REQUIREMENTS** The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.





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**ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION** Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

**ARTICLE 21 – UC WHISTLEBLOWER POLICY** -UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

**ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES** Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: ([https://www.ucop.edu/procurement-services/\\_files/sustainableprocurementguidelines.pdf](https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf)). In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation. A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides. B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative. C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below: a. Uses bulk packaging; b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery); c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product; d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; e. Uses locally recyclable or certified compostable material. D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist. E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized Certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

**ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY**

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):

1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



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B. If Supplier is not an Applicable Large Employer (as defined above):

1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

## **ARTICLE 24 - PREVAILING WAGES**

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site: A. Notice of the general prevailing per diem wage rates, and any other notices required by DIR rule or regulation. By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

## **ARTICLE 25 – FAIR WAGE/FAIR WORK**

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services. For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>.

## **ARTICLE 26 – MEDICAL DEVICES**

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;



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(ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the “SANS WE TOP 25” and/or “OWASP Top 10” documentation.

Throughout Supplier’s performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier’s sub-supplier, whichever is earlier. Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier’s warranties or any of Supplier’s other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier’s use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

## **ARTICLE 27 – FORCE MAJEURE**

Neither Party will be liable for delays due to causes beyond the Party’s control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

## **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC’s written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

## **ARTICLE 29 – NO THIRD-PARTY RIGHTS**

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

## **ARTICLE 30 – OTHER APPLICABLE LAWS**

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

## **ARTICLE 31 – NOTICES**

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party’s representative at the address specified by such Party.

## **ARTICLE 32 – SEVERABILITY**

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

## **ATTACHMENT C – UC APPENDIX DATA SECURITY AND PRIVACY DATED 4-12-17**

### **ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

A. This Data Security and Privacy Appendix is designed to protect the University of California’s (UC) Non-public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).

B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

### **ARTICLE 2 – DEFINED TERMS**

A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.



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B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC's behalf (collectively, "UC Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.

C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

### ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES

A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.

B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.

C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

### ARTICLE 4 – SECURITY PATCHES AND UPDATES

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:

A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.

B. Supplier's Internal Systems and Services Necessary for Supplier to fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

### ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES



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A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at <http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc>). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (<https://policy.ucop.edu/doc/7020447/BFB-IS-2>), and IS-3, *Electronic Information Security* (<https://policy.ucop.edu/doc/7000543/BFB-IS-3>).

B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5. UC shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.

C. UC reserves the right to monitor Supplier's connectivity to UC Information Resources while Supplier accesses Non-public Information.

## ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Supplier agrees to hold UC's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.

## ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

## ARTICLE 8 – INFORMATION SECURITY PLAN

A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.

B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.

C. Supplier's Information Security Plan will be designed to:

- i. Ensure the security, integrity and confidentiality of Non-public Information;
- ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
- iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
- iv. Reduce risks associated with Supplier having access to UC Information Resources; and
- v. Comply with all applicable legal and regulatory requirements for data protection.



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D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

## ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

## ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

## ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

A. **Reporting of Breach:** Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.

B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with UC's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:

- i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
- ii. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;
- iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
- iv. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
- v. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
- vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.

C. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.

D. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

## ARTICLE 12 – ATTORNEY'S FEES



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In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

## **ARTICLE 13 – INDEMNITY**

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney's fees, and court costs.

## **ARTICLE 14 – ADDITIONAL INSURANCE**

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

## **FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY**

### **SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (*e.g.*, viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library). Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.

C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

## **ATTACHMENT 1**

A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.



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B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:

- i. Designating one or more employees to maintain the comprehensive Information Security Plan;
- ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
  - a. Ongoing employee (including temporary and contract employee) training;
  - b. Employee compliance with policies and procedures; and
  - c. Means for detecting and preventing security system failures.
- iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
- iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
- v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.
- vi. Overseeing service providers, by:
  - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
  - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
- vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
- viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.
- ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.
- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

### **Computer System Security Requirements**

To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
  - i. Control of user IDs and other identifiers;
  - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
  - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;





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- iv. Restricting access to active users and active user accounts only; and
- v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
- vi. Periodic review of user access, access rights and audit of user accounts.

## B. Secure access control measures that:

- i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
- ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.

## C. Encryption of all transmitted records and files containing Protected Information.

## D. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.

## E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.

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## ATTACHMENT D – UC APPENDIX ECOMMERCE DATED 9-19-17 (UC Specific)

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

### **SECTION 1 - GENERAL TERMS**

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by two suppliers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

### **SECTION 2 - DEFINITIONS**

**Catalog(s)** refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-Out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

**EProcurement and eCommerce** are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

**Go Live Date** means the date on which a Catalog will be active.

**Hosted Catalog** means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

**Order** means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

**Order Data** means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

**Punch-Out Catalog** means a Catalog, hosted by Supplier on Supplier's Site. Users may access this Punch-Out Catalog via an internet link provided by Supplier to UC that redirects a User from the campus eProcurement site to Supplier Site. The Punch-Out Catalog will permit: (a) Users to access the Supplier Website when a User selects the Punch-Out Catalog; (b) User to create an Order through the eProcurement sites; and (c) UC eProcurement sites to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

**Supplier Mark** means Supplier's name, trade name, and/or trademarks, service mark, or any derivation thereof.

**Supplier Site** means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

**UC Mark** means UC's name, trade name, and/or trademarks, service marks, or any derivation thereof.

**User** means an individual authorized by a UC location to use an eProcurement system.

### **SECTION 3 – RIGHT TO USE**

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

### **SECTION 4 – ESTABLISHMENT/MAINTENANCE OF CATALOG; SITE RESPONSIBILITY; LICENSE**

(a) **Establishment and Maintenance.** The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts. Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system and Order Data will be transmitted according to the appropriate cXML or xCBL standards as the case may be. For Hosted Catalogs, Supplier must provide



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UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-Out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions or modifications with no less than the lead time directed by UC's Contract Administrator; provided, however, that for all Catalogs that Supplier requests to have a January 1 Go Live Date, Supplier must submit proposed files no later than December 1. Upon UC's approval of the new Catalog file, Supplier will make the updated version of the Catalog file effective on the Go Live Date on which UC and Supplier agree. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-Out Catalog, UC will be invoiced at the lower price. If the price discrepancy is due to UC's failure to timely update a Hosted Catalog, Supplier may charge the higher price and UC will work with Supplier to rectify the problem as quickly as possible.

All Supplier-provided pricing in any Catalogs, whether Hosted or Punch-Out, will be inclusive of all shipping, handling, fees and charges of any sort, except applicable taxes.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors. Supplier agrees that UC may block customized Catalogs at the SKU and/or category level.

UC's Terms and Conditions of Purchase state that the Goods and/or Services must be exactly as specified in the Agreement. For the avoidance of doubt, this means that Supplier may not, without UC's prior consent, substitute items, change SKU numbers or change the number of items in a package in any Catalog.

(b) Site Responsibility. Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its website; (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its website; and (iii) maintaining Internet connectivity.

(c) License. Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

## **SECTION 5 – USER SUPPORT**

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through means other than websites.

## **SECTION 6 – PROPRIETARY RIGHTS**

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows. UC may require Supplier to "brand" Supplier's Punch-Out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-Out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-Out Catalog hosted by Supplier and subject to the following terms:

Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-Out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Addendum. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or



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return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-Out Catalog, right to link to and access the Punch-Out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the Catalog, except as supplied by Supplier. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved, UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to – UC eProcurement sites and all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such Site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

## **SECTION 7 – MULTIPLE SUPPLIERS**

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

## **SECTION 8 – WARRANTY DISCLAIMER**

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

## **SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES**

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

## **ATTACHMENT E – DEFINITIONS**

### **General**

**Broad Line Manufacturer/Qualified Supplier**– a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the five (5) main/mandatory categories of Office Furniture (System, Seating, Storage, Free Standing Furniture, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements).



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**Dealer or Dealer Service Network Provider** - Subcontractor and/or provider of goods and services on behalf of Manufacturer such as furniture, furniture design, layout design, workspace planning, showroom demonstration, warehouse storing, delivery, installation, customer service, invoicing, payment collections, credit card processing, etc.

**Design - Major Revision** - A major revision is defined as any modification in which an excess of 30% of the design is revised.

**High Volume Tier** – Dollar amount of product purchased, which exceeds predetermined discount off list pricing and therefore qualifies for negotiated pricing; all such pricing tiers to be found within Exhibit A of Statement of Work.

**Project Management** - Enhanced professional services through a Dealer authorized representative. Dealer authorized representative provided under the Agreement will provide project management services, in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or team and proper oversight must be maintained and milestones must be adhered to.

**Punch List** -A term used to describe an inventory list of all corrections, additions, or deletions to an Installation or project which requires an action on the part of the Supplier, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

**Reconfiguration** -A term used to describe the process of disassembly, re-assembly and possible relocation and redesign of existing furniture systems.

**Services** - Refers to all services provided by the Dealer, including "Value-Added" services, and "Per Hourly-Rate" services as noted within and Attachment A – Statement of Work.

**Supplier** – Manufacturer and Primary Contracting Entity, as represented by its Dealers/Authorized Dealer Services Network and its other business entities within its supply chain for the purpose of proposing goods and services under this RFP, as a single contracting entity. The term Supplier, therefore, is used interchangeably with Manufacturer, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier proposes to carry out its duties and obligations in answer to this solicitation.

**Value-Added Services** - Includes all enhanced professional services, such as design and installation, provided by Dealer.

**Waste Removal/Removal of Debris**- Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC's Sustainability Policy

## Furniture Items Definitions

***Exclusions to below – Any "Product listed or registered with FDA as a medical device or a furnishing that meets a specific clinical requirement for UC clinicians."***

**Paneled Systems** - Pre-fabricated paneled workstations or cubicle office. Includes panels, desk, storage, filing work surfaces, cabinetry, accessories, etc. Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.

CSA- Z412, Guideline on Office Ergonomics, page 161

**Task Chair:** A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.

CSA- Z412, Guideline on Office Ergonomics, page 161



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**Side Chair:** A side chair is a chair designed for short-term sitting (i.e. guest chair) and is not designed to be used during work tasks. A side chair usually has a fixed seat height, seat angle, and backrest, and it may or may not have arms. The minimum weight capacity is 250 pounds.

ANSI-BIFMA x5.1-2002

**Desk/Work Surface:** A desk/work surface is a piece of furniture with a surface designed to allow the user to complete their work tasks. Work tasks can include but are not limited to reading, writing, and use of computers, telephones, calculators, and microscopes. Surfaces can be flat or angle adjustable (for example drafting tables). Work surfaces should be designed to support work equipment and task materials while allowing adequate clearance, access, and support for the majority of users. Desks/work surfaces may be freestanding or part of a panel system which is secured to the wall or floor. All work surfaces shall follow the dimension and height adjustability guidelines of Exhibit E of SOW.

ISO 9241-5, Ergonomic requirements for office work with visual display terminals, page 9, 15

**Storage:** A piece of furniture designed to store items. Storage units shall meet the following requirements:

Adjustment controls should be easy to operate from usual working positions and designed so they encourage correct use

Drawers should be designed to prevent unintentional opening

Drawers should not require undue force to open and close

Drawers should not be able to be pulled out so they unintentionally fall

Casters on mobile pedestal drawers should be chosen to match the floor surface where the pedestal will be used

## **ATTACHMENT F – RFP (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019)**

See as separate Attachment

## **ATTACHMENT G – SUPPLIER’S RESPONSE TO RFP, DATED 8-21-19**

See as separate attachment



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**ATTACHMENT A - STATEMENT OF WORK**  
**KIMBALL OFFICE - AGREEMENT #2019.001896**

This Statement of Work – Attachment A (“SOW”) is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. (“Agreement”).

**1. Title and Description of the Scope of Goods and/or Services**

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a ‘fully compressive product line’/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation (“Services”). Together, the “Goods and Services” all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

**2. Implementation**

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

**Supplier Obligations**

**Action**

**Date relative to contract signature**

Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel’s sales staff and other Kimball sales representatives

Within 10 days

Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract through its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications

Within 30 days

Create power point and other types of communication that highlight new award and its changes. Create presentation and develop training schedule for all Kimball distribution channel.

Within 60 days

Review all existing opportunities and notify of new award and date

Complete presentation and roll out to all Kimball Distribution channel.  
 Develop tracking plan for new contract progress.  
 Meet with Omnia and UC to review progress and activity.

Within 90 days

**Action**

**Contract Start - 11/01/20**

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies.  
 Conduct a meet and greet with design, construction, facilities and department heads  
 Create marketing materials for email, providing contact information  
 Acquire names of design staff and facilities staff, calendar of campus vendor shows

Prior to implementation date

Introduction, by campus with service partners/Dealers  
 Training at each campus with facilities, designers and procurement  
 Post cards announcing new products and or custom designs completed  
 Announcement in the major publications  
 Joint community outreach with various campuses  
 Design marketing and support based on each campus's need and demographic  
 One campus per quarter to factory tour  
 Joint research projects to improve the use of spaces and student engagement/success  
 Seating labs, product display areas  
 Integrate technology where appropriate with AV, VR, AR, etc.

9-28-20 -11/1/2020

#### UC ECOMMERCE

Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities

1st Week

Define a specific set of materials (including Options)

Within 6 months: Create a punchout site and link to the e-procurement site of the client

1st 3 months

Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.

Within 9 months

Testing/Piloting of the system to insure everything is operating properly

Within 1st year

#### UC Obligations

##### Action

Contract Start - 11/01/20

UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:

Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

### 3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.



- d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- e. UC Hastings College of Law
- f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- g. Lawrence Livermore Lab and additional centers and offices as further detailed at:  
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>
- h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
- i.

#### 4. Key Personnel

**NATIONAL PROGRAM** - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at <https://www.kimball.com/contactus/all-dealers/>.

**UC PROGRAM** - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

**Supplier's Account Manager** is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

#### Supplier's Account Management Team is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

#### UC'S Project Mangers:

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator <a href="mailto:Yvonne.Macon@ucop2022">Yvonne.Macon@ucop2022</a>
eProcurement Implementation	Lia Scott <a href="mailto:liascott@ucdavis.edu">liascott@ucdavis.edu</a> & Terese Merrell <a href="mailto:Terese.Merrell@ucop.edu">Terese.Merrell@ucop.edu</a>
Sustainability Reporting,	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Heather Perry <a href="mailto:heather.perry@ucsb.edu">heather.perry@ucsb.edu</a>
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Yvonne Macon

## 5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

## 6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

- A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).
- B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
  - 1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
  - 2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>\$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).
- C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
  - 1. Campus Fire Marshall (or equivalent, if none exists)
  - 2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)
- D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.
- E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years).
- F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

## 7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

### Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

\*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

\*\* Restocking - All returns **of conforming product**, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

## 8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates' priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &

B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

## **9. Program Requirements**

### **A. General**

- a. There shall be no minimum order requirements (quantity, dollar size, etc.).
- b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
- c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
- d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: <https://www.bifma.org/page/StandardsShortDesc>
- e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
- f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

### **B. Administration – (This section is UC Specific)**

Supplier shall provide the following program administration functions to UC:

- a. Project Manager to coordinate program implementation (see implementation Plan).
- b. Account Management for on-going contract monitoring and maintenance
- c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
- d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
- e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
  - Sales Data for UC System
  - Fiscal Year to Date (beginning July 1).
  - Fiscal Year to Date for the previous year.
  - Last 12 month spend.
  - Last 12 month spend for the prior year.
  - Company or Dealer updates/changes
  - Sustainability
  - Outreach and Projects
  - SLA Scorecard and Issues
  - Product – changes and new lines
- f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

- g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
- h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

**C. Ecommerce and Related Invoicing/Settlement** (This section is UC Specific)

- a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
- b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
- c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
- d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
- e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
- f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

**D. National Program**

- a. Manufacturer/Supplier must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
- b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

**E. Product Requirements**

- a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
  - Panels and Desks/Work Surface (Adjustable and Fixed)

- Storage
  - Freestanding
  - Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
  - Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)
- b. Product Purchase Restrictions (UC Specific) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.
  - c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.
  - d. New and Discontinued Products
    1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
    2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
      - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
    3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
    4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.
  - e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.
  - f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.
  - g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.
  - h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

## **F. Services**

- a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.
- b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages
- c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.
- 
- d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
  - e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
  - f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
  - g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
  - h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
  - i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
  - j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
  - k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
  - l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
  - m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
  - n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
  - o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

## 10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

#### **11. No Mandatory Use**

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

#### **12. Liquidated Damages** (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars (\$500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 1/2% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 1/2% (total of 7 1/2%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 1/2% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

#### **13. Incorporated Documents**

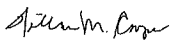
The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

- Exhibit A – National Discount and Service Pricing
- Exhibit B – UC Discount and Service Pricing
- Exhibit C - UC Sustainability Requirements
- Exhibit D – UC Reporting Requirements
- Exhibit E – UC Ergonomic Requirements
- Exhibit F – UC Dealer Network & Capabilities
- Exhibit G - UC –Additional Terms and Conditions



This Statement of Work is signed below by the parties' duly authorized representatives.

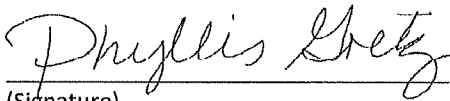
THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

  
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1E90FA0709254CF...  
(Signature)

William Cooper AVP & Chief Procurement Officer  
\_\_\_\_\_  
(Printed Name, Title)

5/21/2020  
\_\_\_\_\_  
(Date)

KIMBALL OFFICE, INC.

  
\_\_\_\_\_  
(Signature)

Phyllis Goetz, President  
\_\_\_\_\_  
(Printed Name, Title)

05/20/2020  
\_\_\_\_\_  
(Date)

**EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS****A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies**

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

**A.2 – Price Increases**

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57

	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
<b>Storage</b>	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
<b>Seating</b>	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57

Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							
<b>Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.</b>		<b>Hourly Rates (NTE)</b>			<b>Comments</b>		
Design Services		\$70.00					
Project Management Services		\$72.00-125.00					
Asset Management (e.g. Dealer tracks ownership at campus level)		n/a					
Demolition (breakdown and removal or repacking of old stock)		n/a					
Other - Insert rows as needed							
<b>Storage</b>		<b>Rate per Sq. Ft. (NTE)</b>			<b>Comments</b>		
Storage		\$1.57					
<b>Labor/Installation</b> -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.		<b>Hourly Rates (NTE)</b>			<b>Comments</b>		
Basic Installation Rate (utilizing Standard Labor)		65.00-250.00					
<b>Services Associated with Discount off List</b>							

**DELIVERY**

- Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.
- Inside Delivery means product is delivered to the site and unloaded.

**BASIC INSTALLATION** - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

**EXPANDED/COMPLEX INSTALLATION** Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Pricing Parameters**

- During normal business hours, M-F, 7:00am-5:00pm local time.
- Non-union labor
- All necessary tools and equipment required to install per the drawing or quote
- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Free and clear access to loading docks and elevators
- Job site to be free and clear of debris
- Service work not be hindered by other trades, product tools, equipment
- Reasonable access to space

**Exclusions:**

- Any work requiring a licensed electrician is the purchaser's responsibility
- Hardwiring of furniture to the building source
- Connection of phone and data lines to the building source

**Additional Cost:**

- Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

**ATTACHMENT A - STATEMENT OF WORK**  
**KIMBALL OFFICE - AGREEMENT #2019.001896**

This Statement of Work – Attachment A (“SOW”) is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. (“Agreement”).

**1. Title and Description of the Scope of Goods and/or Services**

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a ‘fully compressive product line’/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation (“Services”). Together, the “Goods and Services” all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

**2. Implementation**

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

**Supplier Obligations**

**Action**

**Date relative to contract signature**

Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel’s sales staff and other Kimball sales representatives

Within 10 days

Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract through its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications

Within 30 days

Create power point and other types of communication that highlight new award and its changes.

Create presentation and develop training schedule for all Kimball distribution channel.

Within 60 days

Review all existing opportunities and notify of new award and date

Complete presentation and roll out to all Kimball Distribution channel.

Develop tracking plan for new contract progress.

Within 90 days

Meet with Omnia and UC to review progress and activity.

**Action**

**Contract Start - 11/01/20**

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies.  
 Conduct a meet and greet with design, construction, facilities and department heads  
 Create marketing materials for email, providing contact information  
 Acquire names of design staff and facilities staff, calendar of campus vendor shows

Prior to implementation date

Introduction, by campus with service partners/Dealers  
 Training at each campus with facilities, designers and procurement  
 Post cards announcing new products and or custom designs completed  
 Announcement in the major publications  
 Joint community outreach with various campuses  
 Design marketing and support based on each campus's need and demographic  
 One campus per quarter to factory tour  
 Joint research projects to improve the use of spaces and student engagement/success  
 Seating labs, product display areas  
 Integrate technology where appropriate with AV, VR, AR, etc.

9-28-20 -11/1/2020

#### UC ECOMMERCE

Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities

1st Week

Define a specific set of materials (including Options)

Within 6 months: Create a punchout site and link to the e-procurement site of the client

1st 3 months

Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.

Within 9 months

Testing/Piloting of the system to insure everything is operating properly

Within 1st year

#### UC Obligations

##### Action

**Contract Start - 11/01/20**

UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:

Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

### 3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.



- d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- e. UC Hastings College of Law
- f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- g. Lawrence Livermore Lab and additional centers and offices as further detailed at:  
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>
- h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
- i.

#### 4. Key Personnel

**NATIONAL PROGRAM** - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at <https://www.kimball.com/contactus/all-dealers/>.

UC PROGRAM - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

**Supplier's Account Manager** is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

#### Supplier's Account Management Team is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

#### UC'S Project Mangers:

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator <a href="mailto:Yvonne.Macon@ucop2022">Yvonne.Macon@ucop2022</a>
eProcurement Implementation	Lia Scott <a href="mailto:liascott@ucdavis.edu">liascott@ucdavis.edu</a> & Terese Merrell <a href="mailto:Terese.Merrell@ucop.edu">Terese.Merrell@ucop.edu</a>
Sustainability Reporting,	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Heather Perry <a href="mailto:heather.perry@ucsb.edu">heather.perry@ucsb.edu</a>
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Yvonne Macon

## 5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

## 6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

- A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).
- B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
  - 1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
  - 2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>\$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).
- C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
  - 1. Campus Fire Marshall (or equivalent, if none exists)
  - 2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)
- D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.
- E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years).
- F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

## 7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

### Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

\*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

\*\* Restocking - All returns of conforming product, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

## 8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates' priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &

B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

## **9. Program Requirements**

### **A. General**

- a. There shall be no minimum order requirements (quantity, dollar size, etc.).
- b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
- c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
- d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: <https://www.bifma.org/page/StandardsShortDesc>
- e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
- f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

### **B. Administration – (This section is UC Specific)**

Supplier shall provide the following program administration functions to UC:

- a. Project Manager to coordinate program implementation (see implementation Plan).
- b. Account Management for on-going contract monitoring and maintenance
- c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
- d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
- e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
  - Sales Data for UC System
  - Fiscal Year to Date (beginning July 1).
  - Fiscal Year to Date for the previous year.
  - Last 12 month spend.
  - Last 12 month spend for the prior year.
  - Company or Dealer updates/changes
  - Sustainability
  - Outreach and Projects
  - SLA Scorecard and Issues
  - Product – changes and new lines
- f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

- g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
- h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

**C. Ecommerce and Related Invoicing/Settlement** (This section is UC Specific)

- a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
- b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
- c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
- d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
- e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
- f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

**D. National Program**

- a. Manufacturer/Supplier must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
- b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

**E. Product Requirements**

- a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
  - Panels and Desks/Work Surface (Adjustable and Fixed)

- Storage
  - Freestanding
  - Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
  - Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)
- b. Product Purchase Restrictions (UC Specific) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.
  - c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.
  - d. New and Discontinued Products
    1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
    2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
      - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
    3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
    4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.
  - e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.
  - f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.
  - g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.
  - h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

#### **F. Services**

- a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.
- b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages
- c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.
- d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
  - e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
  - f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
  - g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
  - h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
  - i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
  - j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
  - k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
  - l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
  - m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
  - n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
  - o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

## 10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

#### **11. No Mandatory Use**

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

#### **12. Liquidated Damages** (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars (\$500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 1/2% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 1/2% (total of 7 1/2%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 1/2% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

#### **13. Incorporated Documents**

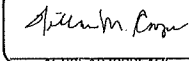
The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

- Exhibit A – National Discount and Service Pricing
- Exhibit B – UC Discount and Service Pricing
- Exhibit C - UC Sustainability Requirements
- Exhibit D – UC Reporting Requirements
- Exhibit E – UC Ergonomic Requirements
- Exhibit F – UC Dealer Network & Capabilities
- Exhibit G - UC –Additional Terms and Conditions



This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

  
\_\_\_\_\_  
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(Signature)

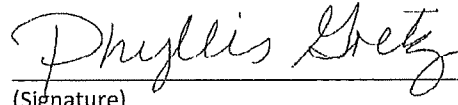
William Cooper AVP & Chief Procurement Officer of **Phyllis Goetz, President**

\_\_\_\_\_  
(Printed Name, Title)

5/21/2020  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

**KIMBALL OFFICE, INC.**

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

05/20/2020  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

**EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS****A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies**

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

**A.2 – Price Increases**

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/Indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57

	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
Storage	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
Seating	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57

Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							
<b>Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.</b>		<b>Hourly Rates (NTE)</b>			<b>Comments</b>		
Design Services		\$70.00					
Project Management Services		\$72.00-125.00					
Asset Management (e.g. Dealer tracks ownership at campus level)		n/a					
Demolition (breakdown and removal or repacking of old stock)		n/a					
Other - Insert rows as needed							
<b>Storage</b>		<b>Rate per Sq. Ft. (NTE)</b>			<b>Comments</b>		
Storage		\$1.57					
<b>Labor/Installation</b> - Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.		<b>Hourly Rates (NTE)</b>			<b>Comments</b>		
Basic Installation Rate (utilizing Standard Labor)		65.00-250.00					
<b>Services Associated with Discount off List</b>							

**DELIVERY**

- Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.
- Inside Delivery means product is delivered to the site and unloaded.

**BASIC INSTALLATION** - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

**EXPANDED/COMPLEX INSTALLATION** Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Pricing Parameters**

- During normal business hours, M-F, 7:00am-5:00pm local time.
- Non-union labor
- All necessary tools and equipment required to install per the drawing or quote
- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Free and clear access to loading docks and elevators
- Job site to be free and clear of debris
- Service work not be hindered by other trades, product tools, equipment
- Reasonable access to space

**Exclusions:**

- Any work requiring a licensed electrician is the purchaser's responsibility
- Hardwiring of furniture to the building source
- Connection of phone and data lines to the building source

**Additional Cost:**

- Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

**EXHIBIT B - UNIVERSITY OF CALIFORNIA DISCOUNT & SERVICE PRICING AND PRICING TERMS****B.1 Product/Service Pricing - UC**

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect for the UC at the time the purchase order is placed, less the minimum discounts on the items listed below. Price List 2019, as bid in August 2019, shall remain firm until April 30, 2021.

The price for services as stated as a 'Discount off List Price' (included with delivered product) or as 'Services Rates' priced hourly/separately per service.

Deliveries from manufacturer or Dealer to the UC, shall be FOB UC designated location, freight prepaid and allowed for purchase orders within the United States.

Payment Term revised for UC – Purchases for UC locations, under this Agreement are Net 30 days of product delivery to UC designated location (including Dealers Warehouse. This is a change for terms stated for Participating Agencies.

**B.2 UC Price Protection**

Discount Percentages/Pricing Structure, as quoted in the RFP Response and negotiated, shall remain firm for the initial period of the agreement (May 20, 2020 to April 30, 2024). In addition, actual prices quoted at the time of this RFP, as based on discount off current Manufacturer's National List Price #2019, shall be held firm until April 30, 2021, meaning prices quoted cannot increase, regardless of any change to the Manufacturer's National List Price until that time. Additional Price List advancements will not be considered more than once yearly. If increases are supported by market data and negotiated with Contract Administrator (see below), UC will advance to the next price List, in consecutive order (e.g. PL 2020 on May 1, 2021). UC orders are subject to Price List, in effect for UC at order placement.

a) Product list-price adjustment shall be effective upon a sixty (60) day written notification given to UC. When submitting notice of increases, SUPPLIER shall provide supporting documentation, which will include a spreadsheet displaying product increases and the UC weighted average increase, as well as market information and commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI -BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI -BLS Series ID: WPU12220325 Price of Non-wood Office Seating ; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Calculation of weighted average increase will be based on items purchased over the previous 12 months by UC. In the event the UC weighted average change has a significant and documented cost increase in excess of 3.0%, a full examination of market data and resources, shall be conducted by UC and Supplier to arrive at a final determination of market impact/increase. Impacted areas/product may be negotiated by UC, individually and/or as an aggregate, to arrive at the final determined increase; changes to be mutually approved.

b) Service Pricing Increases (Hourly Service Rates -not inclusive of Prevailing Wage Quotes) - Hourly Service and Labor Charges are quoted for services provided by Supplier's Dealers. Increases are not allowed during the Initial (UC) Agreement Term unless unforeseen events/circumstances, regional or state-wide, create market pressures limiting the ability of a Dealer to contract for services within the parameters of this Agreement. In that event, the Supplier shall supply proof of market condition and/or any alignment to "Increases for Modular Furniture Installation #NC-23-31-15-2019-1", to UC contract Administrator, with request; outcome to be supported and mutually agreeable.

Product Category	UC Program - Manufacturer Discount off List					
	Product line	Drop Ship	Basic Installation	Complex Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	70	64	62	70.5	71.25
	Footprint	70	64	62	70.5	71.25
	Traxx & Tiles	70	64	62	70.5	71.25
	Xsite	70	64	62	70.5	71.25

	Xsede	70	64	62	70.5	71.25
	WorkAble	70	64	62	70.5	71.25
	Canopy	70	64	62	70.5	71.25
	Cetra	70	64	62	70.5	71.25
Freestanding Furniture	Footprint	70	64	62	70.5	71.25
	Priority	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	Fixt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Stow	60	57	53	60.5	61
	Scenario	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	Fluent	60	57	53	60.5	61
	Guide	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Sanctuary	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
Storage	Footprint	70	64	62	70.5	71.25
	LF Files	60.5	57	55	61	62
	Fundamental Files	60.5	57	55	61	62
	Priority	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
Seating	Abbott	59.5	56.5	52	60	61
	Acapella	59.5	56.5	52	60	61
	Adagiato	59.5	56.5	52	60	61
	Alpine	59.5	56.5	52	60	61
	Arpeggio	59.5	56.5	52	60	61
	Beo	59.5	56.5	52	60	61
	Bloom	59.5	56.5	52	60	61
	Boyd	59.5	56.5	52	60	61
	Clairmont	59.5	56.5	52	60	61
	Collage	59.5	56.5	52	60	61
	Enjoy	59.5	56.5	52	60	61
	Event	59.5	56.5	52	60	61
	Flip	59.5	56.5	52	60	61



	Greer	59.5	56.5	52	60	61
	Helio	59.5	56.5	52	60	61
	Independence	59.5	56.5	52	60	61
	Itsa	59.5	56.5	52	60	61
	Joelle	59.5	56.5	52	60	61
	Joya	59.5	56.5	52	60	61
	Lusso	59.5	56.5	52	60	61
	Meadow	59.5	56.5	52	60	61
	Nash	59.5	56.5	52	60	61
	Nate & Natty	59.5	56.5	52	60	61
	Niles	59.5	56.5	52	60	61
	Pairings	59.5	56.5	52	60	61
	Pep	59.5	56.5	52	60	61
	Physician Exam Stool	59.5	56.5	52	60	61
	Poly	59.5	56.5	52	60	61
	Pose	59.5	56.5	52	60	61
	Shore	59.5	56.5	52	60	61
	Splendor	59.5	56.5	52	60	61
	Spruce	59.5	56.5	52	60	61
	Stature	59.5	56.5	52	60	61
	Sycamore	59.5	56.5	52	60	61
	Theo	59.5	56.5	52	60	61
	Tucker	59.5	56.5	52	60	61
	Villa	59.5	56.5	52	60	61
	Wilder	59.5	56.5	52	60	61
	Wish	59.5	56.5	52	60	61
Tables	Bloom	59.5	56.5	52	60	61
	Contemporary	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	fiXt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Overbed	60	57	53	60.5	61
	Pose	59.5	56.5	52	60	61
	Scenario	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Villa	59.5	54	50	60	61
Accessories and Technology Support	Perks	60	57	53	60.5	61
	Jolt	60	57	53	60.5	61

Repair Parts non-warranty Net pricing						
Insert additional rows as needed						
<b>Other Required Services for UC Locations - to be offered by Dealer for additional cost when not included in Customer's chosen Discount package, listed above.</b>		<b>Hourly Rates</b>		<b>Comments</b>		
Design Services		\$66.30		NOTE: Design Services is offered hourly or as a percent% off discount (2% of List)		
Project Management Services		\$73.44				
Asset Management (e.g. Dealer tracks ownership at campus level)		n/a				
Demolition (breakdown and removal or repacking of old stock)		\$53.04				
Other - Insert rows as needed						
<b><u>Storage</u></b>		<b>Rate per Sq. Ft.</b>		<b>Comments</b>		
Storage (for anything beyond the mandated 30 days)		\$1.57				
<b><u>Labor/Installation</u></b> - Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate (Standard used for Basic Installation and not to be less than UC Fair Wage-Fair Work rate paid to installers), while taking into consideration the labor activity required for the installation and the local labor regulations.		<b>Hourly Rates</b>		<b>Comments</b>		
Basic Installation Rate (utilizing Standard Labor)		\$53.04 - \$65		\$53.04 Irvine, UCLA, Riverside, San Diego and Santa Barbara \$65 for UC Merced, Berkley, Santa Cruz, San Francisco, UC Davis		
Services Associated with Discount off List						

**Drop Ship Delivery has two options:**

- Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.
- Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.

**Dealer Delivery/Basic Installation Services will include:**

- Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
- Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
- Removal and disposal of any packing materials (removed from UC site/property).
- ADA compliance (required)
- Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
- Processing of any necessary freight/damage claims.

**Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:**

- All services described in above Basic Installation.
- Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
- Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

**Design Services**

Design Services are usually utilized for a Complex Installation project. These same design services are available when using Drop Ship Delivery or Basic Installation and are quoted as an additional hourly cost. Pricing for design services include, but are not limited to:

- Maximum of Two Designs
- Up to Two Major Design Revisions (changes > 30%)
- Fully-annotated 2D and 3D CAD renderings for initial design and all revisions
- Complete Installation Drawings
- Site Verification and Field Measurements prior to Furniture Order
- Verification of all Critical Measurements taken from Architectural Drawings
- Furniture Electrical Plans (Note: Client/Customer responsible for coordination and implementation of the building electrical/data per furniture plans.)
- Signed Furniture Plans required prior to Specification of Furniture
- Furniture Installation is ADA and California Building Code compliant

- All Finish and Product Samples as needed/as requested; Help and Consultation in the Selection
- Attendance at Required Meetings

**Installation Job Site Expectations**

- All necessary tools and equipment required to install per the drawing or quote
- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Reasonable access to the space; Access to hoisting and/or elevator service
- Job site to be free and clear of debris
- Containers for the disposal of packing materials off-site
- Service work not be hindered by other trades, product tools, equipment

**Exclusions, which are the customer's responsibility, are:**

- Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
- Connection of phone and data lines to the building source

**Exclusion, which would incur additional labor and equipment cost, is:**

- Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Installation labor for a Basic Install or a Complex Install are expected to be conducted during normal business hours, M-F, 7:00am-4:30pm local time, and confirmed by each UC location. Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard labor rate (not to be less than UC Fair Wage-Fair Work rate (currently \$15.00 per hr. ), taking into consideration the labor activity required for the installation and the local labor regulations. The quoted hourly labor rates are required to be displayed in a detail breakdown on the quote, i.e., number of hours, number of crew, etc. and will include any overtime or "after hours" work, such as evenings, weekends, and holidays.

## EXHIBIT C - UC SUSTAINABILITY REQUIREMENTS

Below are excerpts and links related to recent revisions made to UC's Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29): <https://policy.ucop.edu/doc/3100155/SustainablePractices>
- UC SUSTAINABLE PROCUREMENT GUIDELINES: <https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>

### UC Sustainable Practices Policy – Sustainable Procurement

#### E-COMMERCE REQUIREMENTS

Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

- 1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
- 2) Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

#### PACKAGING STANDARDS

UC Standards for packaging materials were listed within the RFP. Supplier must meet one of these goals and (if not mandatory), adhere and/or demonstrate movement toward the other packaging goals. Goals and advancement should be detailed during Business Reviews.

All packaging delivered to the UC must be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

- a) Uses bulk packaging;
- b) Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
- c) Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
- d) Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
- e) Uses locally recyclable or certified compostable material.

#### PACKAGING FOAM BAN

By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.

Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

#### ELECTRONIC TRANSFER OF SUPPLIER INFORMATION

Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

#### ENVIRONMENTAL MARKETING CLAIMS

All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf>).

### UC Sustainable Procurement Guidelines

#### GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING

Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (<http://supplier.kp.org/formsreqs/KPEPPStandards.pdf>), including, but not limited to:

- a) Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
- b) Polyvinyl chloride (PVC)
- c) Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
- d) Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
- e) Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
- f) Antimicrobial/antibacterial agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

#### FURNITURE SUSTAINABILITY STANDARDS

These standards are applicable to all new individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. marker boards and tack boards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture.

These standards do not apply to office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

#### Minimum Required Criteria:

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
  - a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).
  - b) Be free of the 5 classes of chemicals of concern described below:
    1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
      - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
      - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
        - i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
        - ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
    2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
      - a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
      - b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
      - c. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
      - d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
      - e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance

documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).

1. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
2. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
3. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

#### Preferred Criteria

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
  - GOTS
  - Standard 100 by Oeko-Tex
  - STeP by Oeko-Tex
  - Cradle to Cradle
  - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

#### Documentation Requirements

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

#### Definitions for this Exhibit

##### Antimicrobial chemicals:

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

##### Flame retardant chemicals:

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above 1,000 ppm.

##### Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.

- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

Volatile Organic Compounds (VOCs):

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.



## **EXHIBIT D – UC Reporting Requirements**

### **UC System-wide Purchase and Usage Reporting**

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within thirty (30) business days from the close of the previous quarter. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. Note: An exception is provided for ANR locations; such locations volume/rebates to be included in reporting for the 'hosting UC campus', providing procurement services for the ANR location.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -June quarter
- Oct: for the prior July-Sept quarter

### **Sustainability Reporting**

Supplier shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator.

The usage report shall be submitted each quarter, within thirty (30) business days from the close of the previous quarter, mirroring the schedule above. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier)
- Campus location and Purchase Order Number
- Order date or invoice date
- Customer number
- Ship To Address
- Product Category (systems furniture, conference, seating, lounge)
- Manufacturer Name
- Manufacturer Product Number
- Item Model Name
- Item Description
- Unit Price\*\*
- Extended Price (quantity x unit price)
- Total Weight (lbs.)
- Pre-Consumer Recycled Content per unit (%)
- Post-Consumer Recycled Content per unit (%)
- Hard Surface Material (e.g. laminate, veneer, etc.)
- Textile Certifications to the best of Supplier's ability – based on textiles used within the 'product units reported' per campus (components are not reported)
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold)
- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold)
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three)
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N)

\*\*Installation and delivery charges should not be included in the furniture unit price.

### **Reporting of Patronage/Incentives**

Supplier shall provide Incentives Reporting to the UCOP Contract Administrator, detailing amounts paid directly to UC Locations, of UC specific rebates of product sales or service to UC Locations, and the data which supports those payments.

Supplier agrees to provide a UC Sales, Incentives/Patronage, and Sustainability Purchase data report to the UCOP Strategic Sourcing Administrator.

<http://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting.html>

Assistance on completing the form: [strategicsourcingreports@ucop.edu](mailto:strategicsourcingreports@ucop.edu)

Deadlines for submission of the data report are as detailed above. Quarters reflect UC fiscal year, July-June.

## **EXHIBIT E – UC Ergonomic Requirements**

The term ‘minimum’ as used in this section is not a minimum mandatory requirement, or a ‘hard specification’, it is considered a target measurement or typical desired range, and therefore some variance will be considered and allowed.

### **A. Seating--**

#### Task Seating

##### Basic Features:

Chair seat swivels easily on a five-leg pedestal base with casters.

Casters are available for different floor surfaces such as carpet, hardwood, and linoleum -

Adjustment controls - easy to adjust from the sitting position and clearly marked to indicate function

No sharp or hard edges anywhere on the chair or controls

Weight capacity of chair is:

Minimum: At least 250 pounds

Preferred: At least 275 pounds

Five-year minimum warranty

Chair adjustment instructions provided to end user

##### Seat Features:

Seat height – adjustable at least 4.5 inches within the range of 15 – 22.5 inches from the floor to top of the seat

##### Seat depth

Minimum: If non-adjustable, seat should be no greater than 17” depth.

Preferred: Adjustable seat depth - provides up to 4 inches of forward/backward seat pan movement, range must include 17” seat depth.

##### Seat pan angle

Minimum: If seat angle does not adjust, seat is designed with a slight backward or forward angle.

Preferred: Seat angle range has at least 6 degrees of user-controlled adjustability, from leaning forwards to leaning backwards.

Seat pan width minimum of 18 inches/

Front edge of seat is rounded.

##### Backrest Features:

Backrest height - top of backrest is at least 17.7 inches above the seat (1, pg. 82).

##### Backrest height adjustability

Minimum: Entire Backrest and /or lumbar support adjustable within the range or 6 - 10.5 inches above the seat 1.

Preferred: Entire backrest and/or lumbar support adjustable from 6-10.5 inches above the seat.

Backrest width - at least 14 inches

##### Backrest shape

Minimum: Backrest is curved at the lower portion to support the lumbar area

Preferred: Backrest should curve outward towards seated user, especially at the lower portion to support the lumbar area (1, pg. 83).

##### Backrest angle

Minimum: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to slightly reclined position (105 degrees)

Preferred: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to recline position (120 degrees). User-adjustable headrests are necessary for chair reclining greater than 120 degrees

##### Backrest angle lock -

Minimum: Backrest can move freely with user-adjustable resistance.

Preferred: Backrest can be locked into various positions.

##### Armrest Features:

##### Armrest height

Minimum: adjustable and within the range of 7-10.5 inches.

Preferred: adjustable from at least 7 to 10.5 inches above seat.

Armrest width

Minimum: At least 18 inches of clearance between armrests.

Preferred: At least 18 inches of clearance between armrests and arm-rests adjust in/outwards and pivot.

Armrest shape – smooth, flat, padded with no hard edges or materials.

Value-added Features: Required

Chairs are delivered to campus assembled.

Instructions for warranty and maintenance issues are provided.

Available in fabric and vinyl.

Samples available for Ergonomic Program review and demo rooms.

Speed of delivery/quick ship.

## **B. Work Surfaces**

Free Standing Height Adjustable Table

Basic Features

Height adjustability minimum from 22 to 48 inches. Prefer entire work surface is user height adjustable (electric or crank system) within the above range.

Width of top surface: Shall have a minimum of 48 inches of usable desk surface with a minimum of 41 inches unobstructed leg room underneath

Work surface Depth (with no obstructions for the legs): Shall be a minimum of 24 inches deep. 30 inches or more preferred

Thickness: No greater than 1.5 inches

Finish: Matte finish

Edges: Rounded front edges; no sharp corners, cut-outs, or edges

Stability: Shall be structurally rigid and stable. Shall support at least 200 pounds

Value-added Features: Required

Tables are delivered to campus assembled.

Instructions for warranty and maintenance issues are provided.

Samples available for Ergonomic Program review and demo rooms.

**EXHIBIT F – UC Dealer Network and Capabilities Summary****Kimball's Authorized Dealers for UC**

The below list of Dealers, is current as of the signing of this Agreement. Kimball Primary Dealers assigned to the UC, may be changed by mutual agreement or per UC request, per RFP requirements. In addition, Supplier reserves the right to add or delete a UC Primary Dealer, should it be required owing to a change in Supplier's business relationship with that Dealer, necessitating the change. In that event, should the UC request it, a new Dealer, with equal capabilities, shall be established within a similar or superior, proximity to the UC(s) as was the deleted Dealer. Any change of this nature (addition or deletion), over the lifetime of this Agreement, shall be made in writing, ninety (90) days in advance of addition and/or deletion of Dealer and shall not work to the detriment of any current projects, in process with any UC Locations.

<b>Dealer #1</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>CPM One Source</b> <b>601 West 5th St. #101</b> <b>Los Angeles, CA 90071</b> <b>Contact: Ted Afetian</b> <b>PH: 310-208-8880</b> <b>E: ted@cpmonesource.com</b> <b>Diversity: SBA</b>	<b>UCLA</b> <b>UCLA Medical</b>		<b>Receive, Deliver,</b> <b>Installation,</b> <b>Reconfiguration,</b> <b>Design, Project</b> <b>Management, Moving</b> <b>services</b>	<b>Los Angeles, CA.</b>
<b>Dealer #2</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>B+C</b> <b>1060 J St. San Diego, CA 92110</b> <b>Contact: Carlos Arzola</b> <b>PH: 619-565-5371</b> <b>E: Carlos@bcfurn.com</b> <b>Diversity: MBE</b>	<b>UC San Diego</b> <b>UCSD Medical</b>		<b>Receive, Deliver,</b> <b>Installation,</b> <b>Reconfiguration,</b> <b>Design, Project</b> <b>Management, Moving</b> <b>services</b>	<b>Los Angeles, CA.</b>
<b>Dealer #3</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>Seats &amp; Stations</b> <b>1430 Blue Oaks Blvd #150</b> <b>Roseville, CA 95747</b> <b>Contact: Dennie Moreno</b> <b>PH: 916-786-8005 ext 112</b> <b>E: dennie@seatsandstations.com</b> <b>Diversity: WBE</b>	<b>UC Davis</b> <b>UCD Medical</b>		<b>Receive, Deliver,</b> <b>Installation,</b> <b>Reconfiguration,</b> <b>Design, Project</b> <b>Management, Moving</b> <b>services</b>	<b>Los Angeles, CA.</b>
<b>Dealer #4</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>Quality Office Furniture</b> <b>23825 Via Del Rio</b> <b>Yorba Linda, CA 92887</b>	<b>UC Irvine</b> <b>UCI Medical</b> <b>UC Riverside</b>		<b>Receive, Deliver,</b> <b>Installation,</b> <b>Reconfiguration,</b>	<b>Los Angeles, CA.</b>

<b>Contact: Jason Sullivan</b> <b>PH: 714-692-6667</b> <b>E: jsullivan@qualityofficefurn.com</b> <b>Diversity: WBE</b>			Design, Project Management, Moving services	
<b>Dealer #5</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>Systems Source, Inc.</b> <b>530 B Street, Ste. 110</b> <b>San Diego, CA 92101</b> <b>Contact: Rosemarie Smith</b> <b>PH: 619-822-2453</b> <b>E: rsmith@systemsourced.com</b> <b>Diversity: WBENC</b>	UCSF, UCSF Medical UC Berkley, UC Santa Cruz, UC Merced, UC Santa Barbara		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.

## **EXHIBIT G – UC Additional Terms and Conditions**

### **1. Administrative Fees and Incentives**

In addition to OMNIA Partners administrative fees associated with manufacturer's sales under this contract; 1) Supplier shall provide a UC specific rebate of 2% of manufacture's product sales to UC; 2) Dealer shall pay 2% of 'Other Manufacturer's' product sales; 3) Dealer shall pay 2% of Dealer Services to UC; such amounts to be paid quarterly, directly to the UC locations, for the duration of any contract resulting from this RFP process. The amount of quarterly rebate provided to each UC location will be calculated based on the total of product and service billed and paid for each location. Note: Each UC location will have the right to modify proposal pricing for an individual campus, up to 2%, in the event a UC location decides not to implement a rebate program. Instructions for reporting and the Contacts for Payment of Incentives, can be found at <https://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting-files/patronage-and-incentives-contact-list.pdf>

## Instructions

*Respond to each question in the questionnaire sheets.*

### Note

Certain question types are not supported in Excel format (such types are highlighted in the template). Responses to these questions need to be provided on the application. Data provided through this file will overwrite any existing data on the application.

\* Indicates that the question is mandatory and must have a response.

# 001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name:*		Company Profiles/General Capabilities	
Questionnaire Description:		Company structure, qualifications, and capabilities	
SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS
	1	Company Profile - Provide an introduction and general description of the company's background, nature of business activities, and years of experience in providing office furniture and product support.	Kimball is an American Manufacturer based in Indiana. Kimball has several sales and manufacturing locations throughout the United States. We manufacture private office, seating, tables, storage, and panel systems using multiple materials such as wood, metal, laminate, glass, etc. Our Office Furniture division was started in 1970 manufacturing casegoods and storage items for the work place. Since then we have evolved into systems manufacturing, metal manufacturing, and added Healthcare and patient care furniture in 2014. We continue to expand our quality offering to provide choice in the work place, in the education space and the family and patient care spaces. We partner with over 300 distribution networks throughout the country, London, Mexico, and the Middle East. We believe that space should be functional and provide comfort and well being.
	2	Proposer's Staffing and Qualifications - Indicate the name and title of the person who will have the overall account management responsibility as specified in this RFP. Provide a brief resume of the account manager's background, training, experience and length of time with the company. Specifically discuss the individual's experience in managing a program of similar size and scope as described in this RFP.	Upon award of contract Kimball will hire a respected and knowledgeable account manager for the entire UC System. They will be based in California and be available to all campus locations. Our intent is to hire an account manager with 5 + years experience with office, education and healthcare environments. The account manager would have design and project management experience and have an overall understanding of furniture. We would work in partnership with UC to ensure you have input regarding the right candidate.
	3	Employee Training - Describe employee hiring requirements and training policy for any staff who would serve the UC.	Kimball has QR&R's (Quality Roles & Responsibilities) for each position within our organization. We conduct panel interviews and numerically rate the candidate on job knowledge, willingness to stretch and learn, culture fit, and ethics. Kimball provides onboarding with basic training around our mission, guiding principles, ethics, work place harassment. We also provide technology training and website training. We continue the training with products, competitive knowledge, operations and planning awareness, sales processes, and finally mastering the complex project. Non sales roles are focused on the initial onboarding plan as outlined above and then designed for the specific role they will be performing. Once an employee is proficient in their role, we cross train to other job roles to provide opportunity for growth and ability to respond to the changing needs of the market. Kimball also provides an online self training tool for employees that want to continue their education in soft skills and other areas. Kimball is in the process of redesigning our Kimball University for all new employees and employees joining our company through acquisitions. The initial roll out will be sales and product focused.
	4	Dealer Network - Utilizing Attachment 1 - Product Categories and Dealer Network, please detail your dealer network and the nature/strength of the business relationship (e.g. are they a Primary Dealer). After completion of both Tabs, you will be asked to upload the attachment here. Note: The UC prefers to manage the fewest number of Dealers as possible, while still providing the specified high quality services to the UC locations. In addition to completing the Attachment, please provide comment here, as to your choices/rationale. Similarly, the UC desires consistency in services and related pricing.	Kimball maintains strong partnerships with dealers nationwide. While considering the importance of consistency and quality, we are utilizing 12 of our strongest dealer partners to service the UC account. These dealers are already familiar with the UC account as they are a part of the current UC Contract with Kimball. The majority of these dealers are Primary dealers to most UC campuses while the remaining are equally committed to our partnership with UC while being a secondary dealer on certain campuses. These dealer partners were strategically selected to sell, service, and install UC product offerings based on their proven service capabilities, expertise, and alignment with our unwavering principles around customer satisfaction.
	5	Sub-contracted work - Describe any plan to subcontract portion of the work described in this RFP (example: Dealer Services vs. MFG provides All Services, Direct Factory Shipping 3rd party to customer, etc.).	Kimball is a manufacturer and the majority of our service model is in support of our distribution channel. However, we welcome direct customer access to our customer service, our web site, our factories (tours). The services we provide our dealers is a dedicated customer service contact, training, dedicated account managers for major projects and accounts, forums for best practice sharing, and business leadership consultations. Our dealer provide on site and order project management, design/specification, warehousing/storage, asset management, change management services, installation, product maintenance, repair and reupholstery, warranty services, reconfiguration, and other services as needed. Kimball provides direct to dealer or direct to customer shipping services. Freight costs are included in our product price.
	6	Subcontractors/Suppliers - Please detail your policies, and process as it relates to the selection of subcontractors, materials providers, and/or manufacturing partners. Please include any requirements around location/country, size and/or diverse nature of their business practices.	Kimball specifically looks for small businesses, diversity, and most importantly the entrepreneurial spirit. We often help start up dealerships with loans or grants to supplement their start up costs. We look for a business plan that includes executive summary, dealership summary, product and services plan, market analysis, sales and marketing strategy, management summary, short and long term financial plan. Our dealers sign a dealer agreement that outlines our expectations around services and performance as well our right to assist them to improve their performance if necessary or termination. We provide onboard training on products, history, culture, technology tools, specification, and trust, clean market rules, etc. We
	7	Required Categories - Manufacturer must demonstrate they can supply product (5 required categories and item types) listed in Attachment 1 - Product Categories and Dealer Network to this RFP. It is located in the Attachments Section of this RFP. After completing Attachment 1 (previously uploaded into question 4 - Dealer Network), use the space here to indicate your compliance/ability to provide Proposer's manufactured product in all 5 categories (Systems, Free Standing, Storage, Seating, Tables) which align to UC Sustainability & Ergonomic requirements.	Kimball offers a variety of furniture that fit into all 5 categories of products the UC requires plus many more as displayed in Attachment 1.
	8	Manufacturing Locations - Please provide the location(s) of your manufacturing plants.	Kimball owns manufacturing facilities in Jasper, IN and Salem, IN. Some Kimball products are also manufactured in other facilities located in High Point, NC, Archdale, NC, Baltimore, MD and Red Lion, PA.



9	Emergencies - What systems does your company have in place to handle emergencies in an efficient and timely manner during business and non-business hours(please include non-delivery of product)?	<p>The emergency resolution process starts with an email or phone call to your dealer account manager. Working with their internal customer service team, a mutually agreed upon resolution is put in place. When needed, the dealer's leadership team may be involved. Should the issue need further attention, your Kimball account manager and customer service representation, along with their leadership contacts, are brought in, depending on the nature of the problem. Kimball manufacturing personnel may also opt make a site visit for issue identification and resolution. We continually work together to ensure your trust in our products and services. Our dedicated Kimball account managers will answer incoming calls within 10 seconds. In addition to quick responses to emails and other forms of communication. Kimball Customer Service is available by phone or email from 7:30am – 6:00pm EST. All incoming calls are routed directly to the appropriate Account Manager supporting your region. This person has the autonomy to make decisions and effectively manage all details about your project. We recognize that most of our customer contact happens through our network of trusted dealer partners, so we work closely with them to ensure that they are meeting our customer's needs. Certain Kimball dealers may have after-hours on call assistance for emergency circumstances. Working closely together, our Sales, Customer Service, and dealer partner ensure that your everyday needs and any emergency situations are met with each interaction. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers.</p>
10	<p>UC Specific Implementation Plan-A Proposer is required to provide an implementation plan with their proposal, covering the items below. Proposer is requested to outline the plan as a narrative answer to this question. If needed, a supplier may provide an additional document within Supplier Attachments. This plan should align with the various facets of this RFP and should target an activation date of November 1, 2020. Any finalist will be asked to further detail this plan in a presentation to Evaluators, at the Phase II Mock-up Event. For the purposes of Phase I submittal, a proposer should more generally outline a plan and timeline for the UC, covering (minimally):</p> <ul style="list-style-type: none"> <li>o Catalog development w/ Price Discount List noting period of time needed (if any) to identify the lines that align UC Requirements (Sustainability and Ergonomics), on the Pricing Discount List</li> <li>o Ecommerce Integration</li> <li>o Campus Profile Development</li> <li>o Testing and Pilots</li> <li>o Campus Training</li> <li>o Marketing and Business Development</li> </ul>	<p>As a summary Kimball is able to provide the University of California a well thought out implementation plan. Part of that plan includes setting up an e-catalog in the form of a hosted catalog that is based on the standards offering of products with the ability to quote small and large projects. While utilizing an ecommerce team lead/project manager that's specific to the UC we will build this program and focus as well on the necessary training that will be needed for each campus. Each campus location will have their own campus profile that's unique to their needs. While we will use many employees to make our full plan successful Account Managers, Finance, Training, etc.) we will rely on two key team members: Vikki Gibbs West Sales Director responsible for resources and ultimate success of our proposed service model. Rhonda Hammack, Director of Public Sector is also available as a resource and support for the UC team.</p> <p>Kimball will be marketing jointly with Omnia and with University of California to create a full market plan with announcements, campus events, meet and greets, and more to keep our partnership in sight on all campuses. Please see attached UC Specific Implementation Plan for full details.</p>
11	Higher Ed Project References - Please detail 2 large projects, which were performed over the last 12-18 months. This can include UC projects. Please provide basic project details; approximate size (\$), scope, style of furniture used, timeline, on-time delivery and install dates, and any problems to resolve, etc. . Please provide contact information (Name and Phone Number). An attachment is provided.	<p>1. Laredo College, Mr. Cesar Vela, 956-722-0521 Yearly Library - \$800K, Narrate, Pairings, Villa, Dock training, Flip seating, Priority private offices, KORE tables, Wish task seating, Stature executive seating, Event ottomans. Cjarras Science Building - \$700K, Dock training, Flip seating, Priority Faculty Offices, Wish task seating, Joelle lounge, Villa lounge</p> <p>2. Oklahoma State University, Dr. Ken Eastman, Dean, 405-744-5075 Spears School of Business-\$1M, Priority private offices and some seating</p>
12	Company References - The Proposer should provide 3 non-University (i.e. UC) references that that clearly demonstrate the Proposer's proven capabilities in performing services of similar size and scope to those required by this RFP.	<p>1. Charter Communications- Suele Glass, Sr. Director of Real Estate, 704-791-3133, suele.glass@charter.com 2. Uline- Tyler Igyarto, Building Services Coordinator, 262-612-4200, tigyarto@uline.com 3. Mercy Health- Kelly Dames, Manager of Facility Planning &amp; Design, 513-952-4836, kdames@mercy.com</p>
13	Ecommerce #1 - Capabilities 1- Are you currently eCommerce ready?	Yes.
14	Ecommerce #2 Current Capabilities- Noting this capability is a requirement of any awarded Supplier, within 18 months of contract signing, we ask you to describe the e-commerce capabilities that can be currently provided through you and/or your 'primary' dealers. Please specify your capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. If you are not currently e-commerce ready, when do you plan to be? Please specify your planned capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. Please reference Guidelines/Prerequisites Section of this RFP for description of UC e-commerce preferred requirements.	<p>1. Punchout is the catalog type utilized</p> <p>2. The PO Transmission method used is cXML</p> <p>3. Invoicing will be made on the marketplaces (Jaggaer, Ariba, etc.) by flipping the orders.</p>
15	Ecommerce #3 Capabilities - Please detail your or your dealer's invoicing capabilities. Address electronic (cXML or EDI) or other paperless processes you support.	Kimball currently supports EDI and cXML invoicing options with our dealers.
16	E-commerce #4 Platforms - Please specify which eCommerce platforms you have integrated with, e.g. Jaggaer, Ariba, Oracle?	Kimball's eCommerce platform has integrated with Jaggaer, Ariba, and Peoplesoft. They are equipped to integrate with potentially any platform that supports cXML
17	E-commerce #5 Platform Responsibility- Is your eCommerce platform provided and maintained by you, your dealers or a 3rd party? If provided by your dealers, how many different platforms would we be integrating with?	The eCommerce platform Kimball uses is provided by a 3rd party called SnapTracker. Our dealers will familiarize themselves with the platform to be able to service the University with your e-procurement initiatives.

18	<p>Ecommerce #6 Quote Retrieval Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.</p>	<p>The e-commerce platform Kinball uses has this capability. The dealer will upload a .sif file which is then turned into a quote for the University to pull onto the marketplace platform as a requisition.</p>
19	<p>Ecommerce #7 - Configurable Items- Does your platform support custom configuration of items (e.g. fabric choice), within the punchout shopping experience? Please describe how this is passed back to the eCommerce system and is it customizable for the customer's needs (change wording)</p>	<p>Yes, the platform currently used supports custom configuration of items. This is customizable based on the University's needs of what items you would like to purchase or may be standardized on.</p>
20	<p>Ecommerce # 8 Sustainability Flag- Does your platform provide the ability to flag given products, denoting particular qualifications (e.g. recycled content) within the shopping experience? Can the flags also be passed back to the eCommerce system's shopping cart? Please provide details regarding your capabilities.</p>	<p>Sustainability classifications that are tracked by Kinball can be included at a product level within our e-commerce platform. Kinball will work directly with the you to custom fit the e-commerce solution.</p>
21	<p>Invoice Detail - Are you, through your primary Dealers, currently capable of detailing charges for project management, design services, and installation (i.e. labor hr. and rates) on any invoices provided to UC? Please describe and provide an example within supplier Attachments, if possible. Can this detail be extracted/identified in your reporting?</p>	<p>When invoiced by Kinball, dealer services are by line item without detail (labor hours, rates, etc.). Sample copy is attached. Our dealers provide the service details on their quotes to the campuses and may also have the ability to add it to the invoices when the PO is made out to them. For Kinball invoiced orders, services are set up as "model number" so that it can be easily pulled in and identified on quarterly reports.</p>
22	<p>Payment Method - Please specify ALL of the payment methods you accept and state your preferred method. Payment methods are: Ghost/P-card, Virtual Card, ACH or Check. Additionally, have you specifically worked with Payment Plus (US Bank virtual card service) or PaycomEX (ACH service).</p>	<p>Kinball is able to accept the following payment methods: Ghost/P-Card, ACH, or check. ACH is the most commonly used.</p>
23	<p>NATIONAL PROGRAM Exhibit A – Response for National Cooperative Contract: This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A Questionnaire refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners. A proposer must complete each question within the attached form.</p>	<p>This question type is not supported on the Excel file. Suppliers must provide response on application.</p>
24	<p>NATIONAL PROGRAM - Exhibit F - Federal Funds Certifications – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Proposers must read, complete form and submit.</p>	<p>This question type is not supported on the Excel file. Suppliers must provide response on application.</p>
25	<p>NATIONAL PROGRAM Exhibit G - New Jersey Business – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statutes. Proposers must fill this out this form.</p>	<p>This question type is not supported on the Excel file. Suppliers must provide response on application.</p>
26	<p>NATIONAL PROGRAM Breadth of Product - Utilizing input from Attachment 1, please state your TOTAL number of Furniture Categories offered and your TOTAL number of Product Items offered for a National Program (meeting Ergonomic Requirements but not required to meet UC Sustainability Requirements).</p>	<p>Kinball offers 560 items that fall into the appropriate product categories while 405 of those items meet the Ergonomic requirements.</p>

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Questionnaire Name: *		Program Pricing Responses		
Questionnaire Description:		Attachment #2 - Pricing		
SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Attachment 2 Upload -Proposer is instructed to complete Tabs 1 through 3 of Attachment #2 - Pricing - Product and Service (provided in Attachments Section) and upload here . If needed, you may provide comment.	-	
-	2	Sample Project Quote - Proposer shall produce a quote for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakdowns for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the quote.	-	
-	3	Sample Project Invoice - Proposer shall produce an invoice for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakdowns for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the invoice.	-	

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Questionnaire Name: \* Sustainability

xxxxx

Questionnaire Description:

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
		UC Policy Review - UC has recently issued a revision of their Sustainable Procurement Policy, which has goals & minimum standards related to the furniture commodity. This information is available to you on Exhibit 4 showing excerpts as well as links. Please indicate these were thoroughly reviewed by you, prior to answering questions.		Yes
	1	Does your company have publicly declared carbon, water, and waste reduction goals and does your company track and publicly report on meeting those goals? If so, describe the scope of each of these initiatives and describe your progress in meeting your goals, using quantitative details.		Kimball tracks and reports our greenhouse gas (GHG) emissions through the Carbon Disclosure Project. Our waste to landfill has resulted in a 35% year to date reduction due to our efforts and Internal Corporate Recycling Center. Water usage is a primary key performance index in our resource management and Kimball has achieved year-over-year decreases for the last 9 years. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis.
	2	Does your company offer, or are you planning to offer, carbon neutral products? If so, what is the scope and timeline for the offering and how is a carbon neutral product defined? (e.g. - manufacturing only or manufacturing and supply-chain or other)		Many of the products we offer use wood as a major component. Materials such as MDF, particleboard, and soft plywood used in lounge and seating products are considered climate neutral materials. This fact has been determined by the Composite Panel Association (CPA) and the American Wood Council through the completion of industry LCA's and the development of industry Environmental Product Declaration (EPD). Industry EPDs for these materials indicate carbon sequestering in the wood content exceeds the amount of greenhouse gas emissions (GHG) associated with the boundary and scope of the assessments more than 21 times. Based upon the data found in the 3rd party verified studies, it can be determined these materials are deemed to be not only climate neutral, but climate positive.
	3	Is your company a signatory to the UN Global Compact?		Kimball is not a signatory to the UN Global Compact. We adhere to or surpass all regulations, general industry standards, various furniture industry standards, along with any specifications we establish in support of programs we manage, or certifications we hold as Kimball. We are committed to not only meeting current environmental and social standards, but also setting new ones. Our employees, customers, and communities have shaped our culture, and we believe that together we can create a better world.
	4	Are any of the furniture manufacturer's supply chain manufacturing factories/facilities SA8000-certified? If yes, list the quantity and percent of certified facilities within their supply chain.		Although Kimball is not SA8000 certified, we ensure human rights are valued and respected in our own manufacturing facilities, as well as our supply chain. Relative to labor and human rights, we have basic survey questions that are asked of our suppliers, and on site visits are conducted before we engage in formal business relationships with suppliers. They are also visited periodically and as needed.
	5	Packaging - After reviewing policy and guidelines, please discuss any use of 'packaging foam', as defined by the UC in Exhibit 4 of the RFP Event Summary document. Include details as to how your team will manage the product packaging/shipping materials during installation to ensure product packaging/shipping materials are not landfilled.		Kimball is replacing traditional synthetic materials wherever possible. We've eliminated almost all polystyrene packaging, replacing it with paper. These paper products are 100% recyclable... After reviewing the "packaging foam" section in Exhibit 4, it was determined Kimball still occasionally uses polyethylene foam when packaging some seating products. Majority of the foam used is Instapak® which is a plant based formulation. Instapak® foam makes an immediate positive impact on both the environment and our customers' bottom lines through superior performance and reduction of material usage. Instapak® can be diverted from landfills via a worldwide foam return program.
	6	Redeployment - Explain if you can provide (through primary dealers) any programs to assist with redeployment of existing product, including any storage or tracking for that purpose. Please begin by noting the items that can be provided free of charge and finish with any services for which there are charges associated.		Our primary dealers offer storage management and asset management software tracking devices for customers who want to redeploy assets with the organization or to other users who may be outside the organization. The scope of these projects is determined by customer objective and are quoted individually based on the scope provided. Typically the initial walkthrough is included at no charge. One of our primary dealers uses a SnapTracker, which is their web-based asset management solution that tracks and manages your assets from purchasing and deployment to refurbishing or disposal. They subcontract companies for warehousing/storage that can accommodate and hold any overhead product. For these services the University will be charged per square foot. These programs include resale, repurpose, and recycling of products with an added option of converting waste to clean energy.
	7	End of life - Any Proposer awarded a contract as a result of this RFP, will be required to offer a version of an end-of-life take-back or re-use program to the UC, for a reasonable added cost. A supplier is requested to detail that program here and to state the cost or if it would be offered 'Free of Charge'. Examples would be programs promoting the reuse of old product (i.e. recycling, take-back program for restoration or resale, or a section within UC 'punch-out' (e-procurement integration with your website) for available product pieces, timeframe, and contact which can be posted by the UC). Describe how the system is designed to minimize waste to landfills at the end of its useful life. Give a specific example of how the system can be easily recycled. If the manufacturer has a product-take-back program provide program details as to how it works, costs, logistics, etc.		Upon award of a contract, Kimball will discuss and collaborate to create a custom plan for end of life product take-back programs for the needs of the University of California campuses. Kimball products can be disassembled without special tools, and materials separated and sent for recycling. Our 'Material Recovery Opportunities' document is available on our website (see attached document), which provides high-level summary information about solid waste management for furniture materials. This information was developed to aid in determining disposal options and recovery values for recycled materials. *upload material recovery opportunities from website as attachment*
	8			

9	<p>Parts Sales - A proposer is required to offer/sell parts for your products to use in UC in-house repairs. Do you provide them on all lines or limited lines? Provide specific examples, including what can easily be replaced/repaired on-site. How many years after production ends, do you continue to offer these? What is your standard mark-up on these parts and/or method of pricing? Do you encourage those purchases by providing a discount structure?</p> <p>LEED/BIFMA - In alignment with the UC's Green Building Policy, all new buildings are required to achieve a minimum of LEED Silver certification, with a goal of LEED Gold certification, including MRc4. Describe your company's experience working with project teams in providing LEED-related product compliance documentation, both for MR(v4) and EQ credits. The successful Proposer will be expected to be a partner in ensuring project furniture contributes to achieving applicable LEED MR v4 and EQ credit criteria, including the MR v4 Building Product Disclosure and Optimization credits. Who from your company will be the point of contact for these projects and what is their experience in supporting LEED v4 compliance and documentation requests? Does either point of contact have experience supporting WELL or other green building projects?</p>	<p>Kimball offers service parts for almost all of our products. A specific example of an item that is easily replaceable would be chair parts such as casters, arms, and arm pads. Kimball offers touch up paints and wood markers for items to be easily repaired and touched up in the field to cause minimal disruption as possible. If the service part does not exist or has been discontinued and the product is still within warranty, we will replace with a comparable unit. Service parts are typically not discounted.</p>
10		<p>Kimball products meet Indoor Advantage program requirements and are third party certified by SCS Global Services (SCS) to the BIFMA Furniture Emissions Standards and LEED + requirements. Our products can also contribute to LEED certification credits through Materials &amp; Resources, Indoor Environmental Quality, and LEED Pilot Credits. The process to connect the University of California with our contact with LEED and WELL experience will be to contact the dedicated account manager, who will then contact our R&amp;D team, who will help provide compliance and documentation requests.</p>
11	<p>Certifications/Other - Please detail all third party certifications or documentation (as listed on Exhibit 4) are available for each product line. Describe your company's capability to provide material ingredient disclosure documentation (MID or HPD) and Environmental Product Declarations (EPDs) for up to 5 high-volume furniture products for the listed in UC Program Pricing/Product Cost Matrix.</p>	<p>Almost all products proposed meet Healthier Hospitals Initiative Safer Chemicals Challenge and are SCS Indoor Advantage Gold certified. Most Kimball products are BIFMA Level 2 or 3 certified with a few exceptions. Within a mutually agreed upon timeframe, Kimball will provide a summary report containing all known chemicals intentionally added and reported on available Safety Data Sheets (SDS) for each material contained in the finished product(s) that are available to the Customer. The summary report will address all substrates and surface treatments exclusive of fabrics and textiles which are controlled by the Customer selection process and beyond the authoritative controls of the Supplier. Due to intellectual property and proprietary nature of some materials' chemistry, the summary shall not list the percentage of chemical contained in a specific material.</p>
12	<p>Chemicals of Concern - As specified in Exhibit 4, the University has specific Sustainability requirements for furniture. Describe how you plan to ensure that products sold under the resulting price agreement will comply with these and other mandatory criteria contained in Exhibit 4. Describe how your company verifies products are free of added flame retardant chemicals (except electrical components). Include any references to internal or third-party testing, supplier disclosure protocols, etc. As part of your answer, address how you will direct end-users to core material, textile, and surface options that comply with the Sustainability requirements.</p>	<p>Since almost all Kimball products proposed meet the minimum requirements, it will be easy for the University of California to source products from us that are sustainable. We will make certain our dealer partners are knowledgeable and understand the requirements as well. When conducting chemical evaluations, we use our knowledge of business operations and chemicals used. Authoritative lists are reviewed, such as HHJ and Prop65, to determine whether products are likely to expose individuals to any listed chemicals. This is done by reviewing product information such as bill of materials, gathering Safety Data Sheets to determine the quantity of the chemical in the material, and reviewing supplier provided formulations and declarations, using protocols (such as Pharos, GreenScreen, etc.) to identify hazards and alternatives. Kimball's plan to direct the end user to options that comply with the sustainability requirements is to send the customer to the SCS website or BIFMA Level website so they can see all products listed on the third party's program website. If there are any restrictions, it will be noted on the certificate.</p>
13	<p>FSC-Certified Wood - It is the preference of the University that all wood-based products, substrates, and veneers not contain any arsenic-treated wood, tropical hardwood or virgin redwood. It is also preferred that seating with wood-based components including composite wood products in the furniture product, including plywood and engineered wood/medium-density fiberboard (MDF) contain only Forest Stewardship Council (FSC) certified wood. REQUEST: 1) Please indicate the percentage of items listed on Attachment #1 that are available with FSC certified wood components or finishes (as applicable); 2) Please indicate if any items proposed on Attachment #2, Tab 3 and Tab 4 that do not meet this preferred specification; 3) Indicate whether the FSC certified wood is standard or is</p>	<p>Kimball aligns to the principles of the FSC standard Controlled Wood Standard. We have completed risk assessments addressing criteria such as; illegally harvested wood, wood harvested in violation of traditional and civil rights, wood harvested in forests where High Conservation Values are threatened by management activities, Wood harvested from natural forests that were converted to non-forest uses, wood from genetically modified trees.</p>
14	<p>Provide information on any other sustainability innovations applicable to your proposal you think the University should know about.</p>	<p>To improve environmental performance, Kimball incorporates environmental thinking into the entire life cycle of our products. Our aim is to minimize harmful environmental aspects without forfeiting the quality or aesthetic of our products. Kimball products are fabricated from wood, glass, metal, and aluminum. Many of our materials have high recycled contents up to 90%. We are committed to using low-emission adhesives, paints and wood finishes. We use water-based adhesives where possible and powder-coat paints on metals. Our environmental program involves the commitment to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment. All Kimball international manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis. Kimball has published an annual Corporate Sustainability Report for the past 10 years, which is publicly available on our website (see attached document for most recent CSR). We also report our Greenhouse Gas GHG emissions through the Carbon Disclosure Project CDP. Various Kimball manufacturing facilities use a wood reclamation system. Wood waste is used to provide steam for heating the building and various manufacturing processes. When purchasing new equipment, energy consumption and waste recycling is a large factor for consideration, along with energy efficient features, such as soft-start and variable speed motors. Kimball's continued commitment to sustainability includes participating in Kimball International's onsite corporate recycling center which recycles 62 different items in more than 15 categories. Products recycled include steel, aluminum, glass, oil, fabric, toner cartridges, plastics, wood, cardboard and electronic equipment, and other materials.</p>

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Questionnaire Name: *		Pricing Terms and Product	
Questionnaire Description:		Breadth of product, warranty, and discounts	
SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS
	1	UC Breadth of Product -UC Minimum and Preferred - After reviewing policy and guidelines on RFP Exhibit 4, please populate Attachment 1 - Product Categories and Dealer Services, to detail which categories of furniture you can supply, which meet the Minimum and Preferred Sustainability Requirements and in alignment with Ergonomic standards. NOTE: This attachment has 2 Tabs and was uploaded in previously in Section 2, Q.4. For the purposes of this question, please state here your number of products (within the 5 required categories) meeting 'Minimum' and number meeting 'Preferred' levels; both to comply UC Ergonomic Standards. If desired, you may also state (separately) the number of products within other categories meeting those requirements, where applicable.	Kimball has 376 product categories meeting minimum and preferred levels of Ergonomic Standards. Kimball has 405 items total including items that fall into the other categories listed.
	2	Volume Discount - For discounting purposes, how do you define a project? Is the UC able to combine large, planned purchases by different projects/PMs, but happening on the same campus, during the same/similar time period?	Typically projects are defined as quoting furniture for a specific customer for a specific location over a certain amount of time. Kimball is willing to negotiate combining large, planned purchases for the same Kimball stands behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively. Kimball warrants that its products are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. 96% of Kimball's seating line exceeds a 10 year warranty with a limited lifetime warranty. Pep and Poly seating lines carry a 10 year. The Kimball sales team will work closely with our dealer partner and the University of California to ensure we are offering the best product solution that are efficient and effective as well as keeps product costs at the forefront. Kimball has a wide array of product offerings allowing us to offer multiple solutions at various price points.
	3	Warranty--A minimum warranty of ten (10) years will apply to 'Seating', with a minimum of five (5) years applicable to all 'other' product. Upholstery is an exception and shall be warranted for at least three (3) years. Please detail your warranty program and the percentage of your products which are warranted for longer than the requirement (e.g. % of seating exceeding 10 years and % of all 'other' product, exceeding or ten (10) years).	Kimball's internal Product Application Specialists work in conjunction with our dealer partners to provide additional value engineering and specification opportunities to drive an increase in savings.
	4	Savings - In addition to unit pricing improvements and more aggressive discounts to the UC, discuss other ways in which your firm can help the UC reduce hard dollar costs.	Another way we try to increase savings is by creating a clear installation plan that will help us cut costs and labor. Our goal is to ship products in the order we need to install them while best utilizing each installer to complete the project in the shortest time period possible. With this process we are limiting downtime and disruption. The clear description and specification of work to be completed will allow for a properly implemented installation process. Kimball has recognized the need to design our products to complement the latest student-centered design trends in higher education and work spaces. We have seen the integration of technology and the advent of anytime-anyplace learning, and have adapted our offerings to match. Kimball has realized that learning styles have become active,
	5	Open and Collaborative Spaces - Some departments at various campuses, have utilized open (or smaller) workspaces and/or collaborative spaces. If applicable to your business please comment on that trend, along with your developments in that area and any proposed solutions to the challenges created, such as noise abatement.	

Questionnaire Name: *		Services	
Questionnaire Description:		Supplier Service Details	
SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS
			<b>RESPONSE TO QUESTION</b>
			Our approach would include an initial assessment and planning meeting which would encompass types of training needed, preferred, developing the why, whom, how and when necessary, by when. Our training ranges from furniture process technology, product, process, soft skills, ergonomic, and continuing education units for the architects and designers. Our delivery methods include formal classroom, webinars, on-line recorded sessions, on-line videos, on-line literature, assembly instructions and more. We have can provide training through our account manager, dealer team, and corporate team as needed. IF special requirements are identified and special training resources are needed, Kimball and our dealer partners will work on a plan of delivery at no or low cost to the University. The university always has the option to visit the manufacturing locations and headquarters for additional in depth training.
-	1	Training - Understanding that Training is required "Fee of Charge", Please detail your approach to training for an organization such as ours.	
-	2	Services Offered -Please detail here, the services (i.e. Space Planning & Design Services, Project Management, Installation Services, other) you can offer through Primary Dealers who would serve the UC (further detail on what was listed briefly in Attachment 1 - Product Categories and Dealers).	<p>Space planning &amp; Design services – Dealers have a full design staff and can provide space planning and furniture specification. This team would also assist with the reconfiguration services provided, creating new layouts, providing parts list of additional parts needed, etc.</p> <p>Project Management – Dealers have a full project management team who can help with managing project timelines, construction coordination, relocation timeline, etc.</p> <p>Installation Services – Most dealers have their own warehouse space to receive, store, and then send out for installation.</p> <p>Moving / Storage – Most dealers have their own in-house moving staff to take items and move them across the room or across the city. Some have warehousing for storage accounts with climate control and security.</p>
-	3	Services included FOC. Please detail the services provided by your company and/or through your Primary Dealers, which are 'free of charge' (e.g. seating samples at no cost for customer evaluation).	Initial walk through Quotes for services excluding furniture Seating samples
-	4	Install/Prevailing Wage - Please describe your company's process for the application of prevailing wage to installation services. Please detail your company guidelines and assistance provided to customers such as the UC (Public entities/customers). Please include: <ul style="list-style-type: none"> <li>Company DIR annual registration/CSLB D34 Contractor license and DIR Payroll entries</li> <li>Communications with your customer/method of determination, as to when and where to apply PW</li> <li>Practices that eliminate risk and provide transparency of all related charges on invoices</li> <li>Any documented standard practices that can both, remove risk and limit the misapplication of PW labor charges for non-PW deliveries</li> </ul>	Prevailing wage will be paid by Master, Lead, and installer wages listed on the DIR by location. Kimball dealers are required to register and maintain active DIR registrations. Any installation subcontractors are also responsible for registering and maintaining active DIR registrations. All jobs before quote will be clarified if Prevailing Wage applies based on University of California guidelines – Each job is quoted individually.
-	5	Returns - Please describe the returns policy and procedures of primary Dealers relative to Restocking or Shipping Charges, as well as, any needed returns owing to an error made by the mfg. or Dealer.	Most of our products are made-to-order, not stocked items to be returned. However, we do have a process for some items that are available from stock. Customer Service will work through this process with the dealer to ensure that the product is in its original cartoning without damage, and there may be costs involved with return

6	Customer Service - Please describe customer service-satisfaction protocol or standards and any metrics to measure performance.	Our ultimate goal is Customer Satisfaction, which encompasses a variety of inputs. We monitor call volumes, turnaround times, and general activity levels. Our most critical measures are at the Operations level, to include on time shipment and Quality performance. We also recognize that most of our customer contact happens through our dealer partner, so we work closely with them to ensure that they are meeting our customers' needs. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers. All incoming calls are routed directly to the appropriate Account Manager supporting the University. This person has the autonomy to make decisions and effectively manage all details about your projects.
7	Sample Furniture/Ergo Lab - Will you provide delivery of demonstration items to potential end users or provide samples to ergonomics programs for evaluation and use in Ergo Labs or seating samples at no cost for customer evaluation? Is this free of charge? Please detail.	Yes, within reason, Kimball will provide ergonomic solutions for evaluation and education free of charge. We work with each campus or with the UC system as a whole to develop a yearly budget for testing and education. Yes, Kimball and our dealers have the capability to consult on strategic initiatives, partner with the latest technology and smart tools to collect data, feedback and or observation to make product recommendations. We often involve our customers in new product development and have the capability to design and produce
8	Initiatives 2) provide mechanism to collect product feedback and recommendations for potential applications to future product development and modification 3) provide task seating	It is never too early to involve the ergonomist in your new projects. Preventive ergonomics includes involvement with design projects and providing advice to departments on how to create safe work environments for their employees. Kimball and our dealers want to ensure that UCSF work environments are created to support environmental stewardship, employee safety, health, productivity and efficient movement—often within limited and shared spaces. Kimball has reviewed UC's ergonomic furniture suppliers. We have worked with all four on previous projects and do not anticipate any issues with the UC contract. We often work with other manufacturers and their dealers to provide a seamless solution to our customers.
9	Ergonomic Considerations: UC has issued system-wide criteria for certain product categories which have minimum, preferred, and value added standards. (see RFP Exhibit 5) Describe how you or your primary dealers will engage with the ergonomics programs at each UC location.	Kimball provides value-add to growing organizations by offering our Kwik Office quick-ship program to facilitate your rapid turnaround needs. Our expedited program offering is about getting you up and running and down to business fast, all with the solution set you need. Kwik Office Seating products are available to ship within five business days upon receipt of a credit-approved order. Kwik Office Caseworks, Systems, Tables, and Metal Filing products are available to ship within ten business days upon receipt of a credit approved order. Order Size: The Kwik Office program has a limited weekly volume capacity, with orders being entered on a first come, first served basis at no additional charge. Caseworks, Systems, & Metal Filing orders, individually, may not exceed \$100,000 list. Consult your Customer Service Team for any seating order with more than 20 of a specific model. Production schedules will be verified to ensure shipment within the noted time period.
10	Quick Ship: Describe your company's ability to address "quick ship" customer delivery. Please include what you consider to be "Quick Ship" is defined as delivery to the customer of a broad array of products (e.g. within ten (10) business days or 4-2 weeks following issuance of a purchase order) Can you meet a 2, 5, 10 day lead times and for which products?	Our design staff reports to the job site, checks all measurements, and bases furniture layouts on actual space dimensions and power/data locations.
11	Describe how as a dealer your company Field verifies critical dimensions/site conditions to be considered during systems specification process using DESIGNERS (not sales reps)?	Our goal is to deliver a remarkable customer experience that starts with the first point of contact and continues beyond the final stages of each project installation. The Kimball team works closely with our dealer partner and extensive technology tools to ensure order accuracy, complete project scheduling, order shipments. Each order is submitted via EDI to reduce errors, then reviewed by Kimball and the Dealer. Changes can be made within the first three days after order submittal via a request between the Account manager at the dealership and Kimball. The Kimball Account Manager and dealer work through a delivery schedule to ensure each order and project is completed successfully and on time. The UC account will have a dedicated Kimball Account Manager and dealer contact, with autonomy to make decisions and effectively manage everything related to your project. Please see attached Kimball Office Project Flow for more details on the quote, order, and changes processes.
12	State how you will provide order management including acknowledgement review/verification, change-order management, order expediting and scheduling.	We will work with UC's ITS dept and facilities group about power/data requirements and determine timelines, etc.
13	State how you will coordinate with all appropriate trades to ensure proper interface between building systems and any power or cabling to be distributed by furniture.	Our dealer project managers work closely with our manufacturing based account manager to schedule and align production of our customer's orders with delivery/installation dates. We are communicating daily on status and problem solving where necessary. Kimball has a 98% on time shipment and delivery.
14	Describe ability to schedule and meet furniture deliveries at job site.	Our full warehouse staff checks every piece in a shipment into the warehouse. Then, the installers check everything back out when go to installation. The design team checks everything to ensure all parts have been received and tracks down anything that's missing.
15	Describe ability to inspect and confirm quantities (as per manifest) and condition of product as it arrives.	



	<p>Describe ability to prepare proper forms and provide required documentation for damaged goods or missing product.</p>	<p>16</p>	
	<p>Campus Standards - Do you have the capability to work with campuses to develop furniture typicals, custom and product catalogs? Such typicals and products selected may serve as University standards.</p>	<p>17</p>	
	<p>Describe your internal management system and protocols for processing orders from point of customer contact (i.e. concept/design) through delivery and billing. How long does it take your firm to provide final drawings and pricing?</p>	<p>18</p>	
	<p>Repair and related Services- Do you offer regular, onsite repair services (non-warranty)? Do you offer cleaning or upholstery services that can be done on-site?</p>	<p>19</p>	

We have standard uniform construction and workthrough procedures with the end users at project completion. Each project manager will provide a spread sheet or word document with the items on the punch list, action necessary, and dates to be completed. The PM will review with the customer. If product is damaged during transit, the furniture has worked with many customers in partnership with our dealer's and product development, if necessary, to develop customer specific standards through solution ideation, typical development, reasonable options, customer specific IPDF files to be user friendly and communicate visually the look and feel. We revisit the Standard turn around time for drawings and quote is 1-2 weeks, varying based on project size, scope of work, and work load at the time. Our design team has a full procedure list starting from first contact to initial meeting to field verification, furniture layouts and order placement.

We can provide all of these services at a billable rate.

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1**

**Requirement**

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Office Furniture and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

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Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier 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. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

**OMNIA PARTNERS EXHIBITS**  
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applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.1 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.2 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, when informed by a Participating Agency that they are a OMNIA Partners member, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Kimball proposes the above additional language in Section 2.1 "Corporate Commitment" in red.

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**2.3 Pricing Commitment**

~~Supplier commits the not to exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

Kimball proposes to delete the language in Section 2.2 "Pricing Commitment".

Commitment of Exhibit A, Section 2.2. In lieu of such pricing commitment, Kimball commits as follows: Supplier (Kimball) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multistate cooperative or group purchasing agreement, excluding GSA, federal government, and healthcare group purchasing organization sales ("Public Agency Cooperative"), that enters into a separate written agreement directly with Supplier comparable contract, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. "Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) OMNIA Partners customers utilizing Supplier as their primary vendor for the products and services offered under the Master Agreement, as determined by Supplier. If, during the term of this Master Agreement, OMNIA Partners becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, OMNIA Partners may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of OMNIA Partners, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.

Kimball Office Inc. requests the proposed language in Section 2.2 "Pricing Commitment" in red.

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**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.1 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**3.2 Company**

A. Brief history and description of Supplier.

Kimball's passion for craftsmanship has grown into a love for helping you work your way.

Kimball is a business unit of Kimball International Inc. Kimball offers a variety of furniture and furnishings for the commercial, government, healthcare, and education markets including award-winning desks, storage, tables, seating, systems, accessories and filing products.

While trends may come and go, we have a longstanding history of being able to evolve. To embrace what's new and take it to the next level. To apply modern craft to problem-solving designs in a way that supports the way people want to work. And while what we make and how we make it will continue to advance, our purpose remains constant — to craft what's next so everyone can perform at their best.

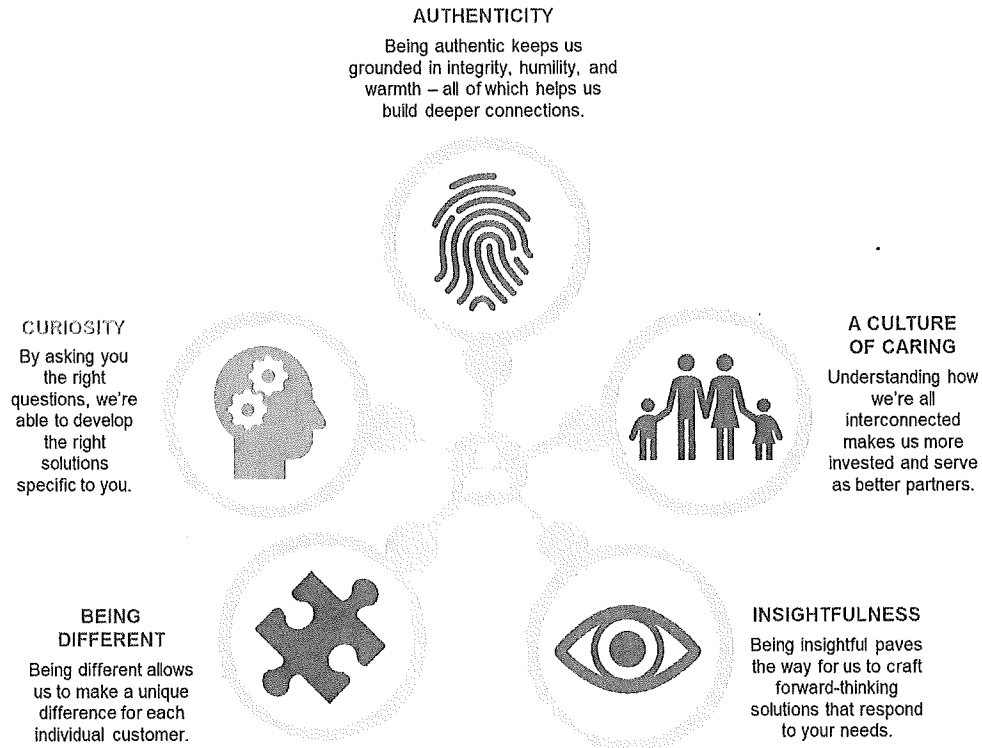
The workplace isn't the space it was when we started in 1949. Our core values, quest for quality and heritage in craftsmanship are still at the heart of our business, but our definition of craftsmanship has evolved over time.

Our ultimate goal is to provide relevant solutions that carry workplaces into the future. Together, with our partners, we will continue to anticipate changes in how people work and design solutions for a successful workplace.

From our origins as a piano and television cabinet makers to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way.

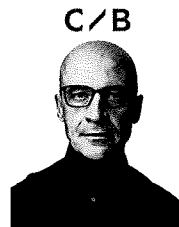
**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**Kimball®**



**We're able to redefine spaces that allow you to work your way.**

Our ability to adapt has taught us one valuable lesson – no one has all the answers. That's why we keep good company, partnering with prominent designers and industry thought leaders who collectively know where the future of work is heading. We actively listen to our people, our customers, and our brilliant partners – inviting collaborative discussions that challenge what's familiar and inspire fresh ideas. We're always considering new possibilities, sharing ideas, and bringing people, technology, space and work process into harmony. By empowering everyone along the way, we're able to recognize and address unmet needs.



**Graham Design**



**pL-D**



**O+Q**





B. Total number and location of sales persons employed by Supplier.

Kimball has roughly 1,200 permanent employees, with 75 sales representatives. The average tenure for an individual Kimball team member is over 13 years, and many of our customers and suppliers have been with us for 40 or more years.

Group	Name	City	State	Email Address
VP Sales	Lisa Carter	Washington	DC	<a href="mailto:Lisa.Carter@kimball.com">Lisa.Carter@kimball.com</a>
Dir of Sales South	Holly Fortune	Dallas	TX	<a href="mailto:Holly.Fortune@kimball.com">Holly.Fortune@kimball.com</a>
Dir of Sales West	Vikki Gibbs	Centennial	CO	<a href="mailto:Vikki.Gibbs@kimball.com">Vikki.Gibbs@kimball.com</a>
Dir of Sales Midwest	Joe Roberts	Fishers	IN	<a href="mailto:Joe.Roberts@kimball.com">Joe.Roberts@kimball.com</a>
Dir, Public Sector Sales	Rhonda Hammack	Washington	DC	<a href="mailto:Rhonda.Hammack@kimball.com">Rhonda.Hammack@kimball.com</a>
Dir, Healthcare Sales, Innovation & Design	Aneetha McLellan	Omaha	NE	<a href="mailto:Aneetha.McLellan@kimball.com">Aneetha.McLellan@kimball.com</a>
Region Manager	Christine Wallace	Washington	DC	<a href="mailto:christine.wallace@kimball.com">christine.wallace@kimball.com</a>
Region Manager	Dianne Brindisi	Boston	MA	<a href="mailto:Dianne.Brindisi@kimball.com">Dianne.Brindisi@kimball.com</a>
Region Manager	Holly Hughes	Atlanta	GA	<a href="mailto:Holly.Hughes@kimball.com">Holly.Hughes@kimball.com</a>
Market Sales Mgr.	Amy Aeber	Charlotte	NC	<a href="mailto:Amy.Aeber@kimball.com">Amy.Aeber@kimball.com</a>
Market Sales Mgr.	Amy Warren	Boston	MA	<a href="mailto:Amy.Warren@kimball.com">Amy.Warren@kimball.com</a>
Market Sales Mgr.	Andrew Gillum	Dallas	TX	<a href="mailto:Andrew.Gillum@kimball.com">Andrew.Gillum@kimball.com</a>
Market Sales Mgr.	Angela Boggs	Tampa	FL	<a href="mailto:Angela.Boggs@kimball.com">Angela.Boggs@kimball.com</a>
Market Sales Mgr.	Brad Trumbo	Seattle	WA	<a href="mailto:Brad.Trumbo@kimball.com">Brad.Trumbo@kimball.com</a>
Market Sales Mgr.	Brian Schuermann	Cincinnati	OH	<a href="mailto:Brian.Schuermann@kimball.com">Brian.Schuermann@kimball.com</a>
Market Sales Mgr.	Bud Miller	Vestavia Hills	AL	<a href="mailto:Bud.Miller@kimball.com">Bud.Miller@kimball.com</a>
Market Sales Mgr.	Carrie Daniel	Fishers	IN	<a href="mailto:Carrie.Daniel@kimball.com">Carrie.Daniel@kimball.com</a>
Market Sales Mgr.	Chris Parker	Leawood	KS	<a href="mailto:Chris.Parker@kimball.com">Chris.Parker@kimball.com</a>
Market Sales Mgr.	Dan Barry	Malvern	PA	<a href="mailto:Dan.Barry@kimball.com">Dan.Barry@kimball.com</a>
Market Sales Mgr.	Daniel Luntz	New York	NY	<a href="mailto:Daniel.Luntz@kimball.com">Daniel.Luntz@kimball.com</a>
Market Sales Mgr.	Elizabeth Irizarry	North Miami Beach	FL	<a href="mailto:Elizabeth.Irizarry@kimball.com">Elizabeth.Irizarry@kimball.com</a>
Market Sales Mgr.	Erick Paul	San Francisco	CA	<a href="mailto:erick.paul@kimball.com">erick.paul@kimball.com</a>
Market Sales Mgr.	Gerhard Stadel	Los Angeles	CA	<a href="mailto:Gerhard.Stadel@kimball.com">Gerhard.Stadel@kimball.com</a>
Market Sales Mgr.	Heather Rowan	Exeter	NH	<a href="mailto:Heather.Rowan@kimball.com">Heather.Rowan@kimball.com</a>
Market Sales Mgr.	Janice Schroedel	Pewaukee	WI	<a href="mailto:Janice.Schroedel@kimball.com">Janice.Schroedel@kimball.com</a>
Market Sales Mgr.	Jeannine McGill	Leander	TX	<a href="mailto:Jeannine.McGuill@kimball.com">Jeannine.McGuill@kimball.com</a>
Market Sales Mgr.	Jennifer Bays	Franklin	TN	<a href="mailto:Jennifer.Bays@kimball.com">Jennifer.Bays@kimball.com</a>
Market Sales Mgr.	Jeremy Thole	Dallas	TX	<a href="mailto:Jeremy.Thole@kimball.com">Jeremy.Thole@kimball.com</a>
Market Sales Mgr.	Kara Fultz	Louisville	KY	<a href="mailto:Kara.Fultz@kimball.com">Kara.Fultz@kimball.com</a>
Market Sales Mgr.	Kelley Mansfield	Erdenheim	PA	<a href="mailto:Kelley.Mansfield@kimball.com">Kelley.Mansfield@kimball.com</a>
Market Sales Mgr.	Kim Hart	Hilliard	OH	<a href="mailto:Kim.Hart@kimball.com">Kim.Hart@kimball.com</a>
Market Sales Mgr.	Kim Lutz	Webster Groves	MO	<a href="mailto:Kim.Lutz@kimball.com">Kim.Lutz@kimball.com</a>
Market Sales Mgr.	Kris Landis	Branford	CT	<a href="mailto:Kris.Landis@kimball.com">Kris.Landis@kimball.com</a>
Market Sales Mgr.	Kristen Anderson	Roswell	GA	<a href="mailto:Kristen.Anderson@kimball.com">Kristen.Anderson@kimball.com</a>
Market Sales Mgr.	Kristen Diamond	Atlanta	GA	<a href="mailto:Kristen.Diamond@kimball.com">Kristen.Diamond@kimball.com</a>
Market Sales Mgr.	Kurt Gombatz	Los Angeles	CA	<a href="mailto:Kurt.Gombatz@kimball.com">Kurt.Gombatz@kimball.com</a>
Market Sales Mgr.	Kyra Mabey	Salt Lake City	UT	<a href="mailto:Kyra.Mabey@kimball.com">Kyra.Mabey@kimball.com</a>
Market Sales Mgr.	Lauren Meyer	Albany	CA	<a href="mailto:Lauren.Meyer@kimball.com">Lauren.Meyer@kimball.com</a>
Market Sales Mgr.	Mary Ellen Quinn	Leesburg	VA	<a href="mailto:MaryEllen.Quinn@kimball.com">MaryEllen.Quinn@kimball.com</a>
Market Sales Mgr.	Mary Redd	Midlothian	VA	<a href="mailto:Mary.Redd@kimball.com">Mary.Redd@kimball.com</a>
Market Sales Mgr.	Michele Helsel	O'Fallon	MO	<a href="mailto:Michele.Helsel@kimball.com">Michele.Helsel@kimball.com</a>
Market Sales Mgr.	Michelle Martin	Raleigh	NC	<a href="mailto:Michelle.Martin@kimball.com">Michelle.Martin@kimball.com</a>
Market Sales Mgr.	Mick Ann Koratsky	Cordova	TN	<a href="mailto:Mick.Ann.Koratsky@kimball.com">Mick.Ann.Koratsky@kimball.com</a>

Market Sales Mgr.	Mindy Caldren	Canal Fulton	OH	<a href="mailto:Mindy.Caldren@kimball.com">Mindy.Caldren@kimball.com</a>
Market Sales Mgr.	Nick Alessi	New Providence	NJ	<a href="mailto:Nick.Alessi@kimball.com">Nick.Alessi@kimball.com</a>
Market Sales Mgr.	Nick Chonich	Dallas	TX	<a href="mailto:Nick.Chonich@kimball.com">Nick.Chonich@kimball.com</a>
Market Sales Mgr.	Noelle Hudak	St. Louis Park	MN	<a href="mailto:Noelle.Hudak@kimball.com">Noelle.Hudak@kimball.com</a>
Market Sales Mgr.	Patti Wentz	Chandler	AZ	<a href="mailto:Patti.Wentz@kimball.com">Patti.Wentz@kimball.com</a>
Market Sales Mgr.	Renee Weir	Washington	DC	<a href="mailto:Renee.Weir@kimball.com">Renee.Weir@kimball.com</a>
Market Sales Mgr.	Samantha Crosson	Truckee	CA	<a href="mailto:samantha.crosson@kimball.com">samantha.crosson@kimball.com</a>
Market Sales Mgr.	Sandra Beringer	Boston	MA	<a href="mailto:Sandra.Beringer@kimball.com">Sandra.Beringer@kimball.com</a>
Market Sales Mgr.	Stephen Mills	Oradell	NJ	<a href="mailto:Stephen.Mills@kimball.com">Stephen.Mills@kimball.com</a>
Market Sales Mgr.	Steve Barton	League City	TX	<a href="mailto:Steve.Barton@kimball.com">Steve.Barton@kimball.com</a>
Market Sales Mgr.	Storey Gram	Chicago	IL	<a href="mailto:Storey.Gram@kimball.com">Storey.Gram@kimball.com</a>
Market Sales Mgr.	Tara Kalva	Bailey	CO	<a href="mailto:Tara.Kalva@kimball.com">Tara.Kalva@kimball.com</a>
Market Sales Mgr.	Theresa Comer	Kirkland	WA	<a href="mailto:Theresa.Comer@kimball.com">Theresa.Comer@kimball.com</a>
Market Sales Mgr.	Tom Bair	Staten Island	NY	<a href="mailto:Tom.Bair@kimball.com">Tom.Bair@kimball.com</a>
Market Sales Mgr.	Tyler Simmons	Wauwatosa	WI	<a href="mailto:Tyler.Simmons@kimball.com">Tyler.Simmons@kimball.com</a>
Market Sales Mgr.	Will Taylor	Denver	CO	<a href="mailto:Will.Taylor@kimball.com">Will.Taylor@kimball.com</a>
A&D Specialist	Carrie Richards	Atlanta	GA	<a href="mailto:Carrie.Richards@kimball.com">Carrie.Richards@kimball.com</a>
A&D Specialist	John Hindman	Bethlehem	PA	<a href="mailto:John.Hindman@kimball.com">John.Hindman@kimball.com</a>
A&D Specialist	Julia Glazer	New York	NY	<a href="mailto:Julia.Glazer@kimball.com">Julia.Glazer@kimball.com</a>
A&D Specialist	Ogge Schieber	Chicago	IL	<a href="mailto:Ogge.Schieber@kimball.com">Ogge.Schieber@kimball.com</a>
A&D Specialist	Tara Rohland	Washington	DC	<a href="mailto:Tara.Rohland@kimball.com">Tara.Rohland@kimball.com</a>
Healthcare Specialist	Alyson Wood	Exeter	NH	<a href="mailto:alyson.wood@kimball.com">alyson.wood@kimball.com</a>
Healthcare Specialist	Rebecca Williams	Glenshaw	PA	<a href="mailto:Rebecca.Williams@kimball.com">Rebecca.Williams@kimball.com</a>
Healthcare Specialist	Rene Inman	Birmingham	AL	<a href="mailto:Rene.Inman@kimball.com">Rene.Inman@kimball.com</a>
Healthcare Specialist	Sheri Hurley	Washington	DC	<a href="mailto:sheri.hurley@kimball.com">sheri.hurley@kimball.com</a>
Healthcare Co.Creation Specialist	Jill Houpt	Chambersburg	PA	<a href="mailto:Jill.Houpt@kimball.com">Jill.Houpt@kimball.com</a>
Healthcare Research and Training Manager	Lissa Marshall	Omaha	NE	<a href="mailto:lissa.marshall@kimball.com">lissa.marshall@kimball.com</a>
Prod. Application Spec.	Mia Diaz	Los Angeles	CA	<a href="mailto:Mia.Diaz@kimball.com">Mia.Diaz@kimball.com</a>
Prod. Application Spec.	Shelly Lehner	Greenwood	IN	<a href="mailto:Shelly.Lehner@kimball.com">Shelly.Lehner@kimball.com</a>
Public Sector Sales Mgr.	Erik Soderlund	Westfield	IN	<a href="mailto:Erik.Soderlund@kimball.com">Erik.Soderlund@kimball.com</a>
Public Sector Sales Mgr.	Karen Kontoulas	Southport	NC	<a href="mailto:Karen.Kontoulas@kimball.com">Karen.Kontoulas@kimball.com</a>
Public Sector Sales Mgr.	Wendy Schnarr	Dallas	TX	<a href="mailto:Wendy.Schnarr@kimball.com">Wendy.Schnarr@kimball.com</a>

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

C. Number and location of support centers (if applicable) and location of corporate office.

Kimball Office Inc. corporate office is located at 1600 Royal Street, Jasper, IN 47546

Manufacturing Locations:

- 11 Indiana Locations
- 2 Kentucky Locations
- 1 Maryland Location
- 1 Pennsylvania Location

Showroom Locations:

- Chicago, Illinois
- Los Angeles, California
- Atlanta, Georgia
- Boston, Massachusetts
- Washington, D.C.
- Dallas, Texas

Kimball Office has a dealer network of 398 trusted dealer partners to support your workplace needs

D. Annual sales for the three previous fiscal years.

- FY 16 total \$635M
- FY 17 total \$670M
- FY 18 total \$686M

For review of Kimball International Annual Reports, visit:  
<https://www.kimballinternational.com/investor-information> under  
"featured reports"

E. Submit FEIN and Dunn & Bradstreet report.

Kimball Office Inc. FEIN #35-1688210.

## Summary

Order Reference: angela.slaninka@kimball.com | Report as of: 07-30-2019 3:10 PM | using Currency as USD

### KIMBALL OFFICE INC.

Tradestyle(s): (SUBSIDIARY OF KIMBALL FURNITURE  
GROUP, LLC, JASPER, IN)

ACTIVE

HEADQUARTERS

**Address:** 1600 Royal St, Jasper, IN, 47549, UNITED  
STATES

**Phone:** (812) 482-1600

**D-U-N-S:** 79 731 2147

**In Portfolio:** Yes

**Tags:** No tags

**Alerts:** No alerts

**Risk of Bad Debt Write-off**

18

(No change since last month)

**Cash Flow Risk**

65

3 (in the last month)

**Age of Business**

32 years

1986 Year Started

**Employees**

2,500

500 (here)

**Recent Alerts**

There are no alerts to display.

**Company Profile****D-U-N-S**

79 731 2147

**Legal Form**

Corporation (US)

**History Record**

Clear

**Date Incorporated**

08-18-1986

**Mailing Address**

United States

**Telephone**

(812) 482-1600

**Website**

www.kimballofficefurnitu...

**Present Control Succeeded**

2016

**Employees**

2,500 (500 here)

**Age (Year Started)**

32 years (1986)

**Named Principal**

Michael Wagner, PRES.

**Line of Business**

Mfg office furniture nonwood

## State of Incorporation

Indiana

## Ownership

Not publicly traded

## Risk Assessment

### Overall Business Risk



### Maximum Credit Recommendation

US\$ 3,500,000

### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

### D&B Viability Rating

#### Portfolio Comparison Score

4

Low Risk (1)

High Risk (9)

Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **4.00 %**

### Risk of Bad Debt Write-off (also known as the Failure Score)

Low Risk (100)

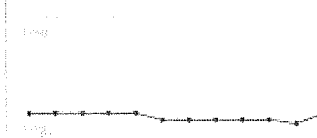
Company's risk level is: **MODERATE-HIGH**

Based on the D&B Failure Score, the probability of failure for this company in the next 12 months is 0.76 %, which makes it a **Moderate-High** risk for you to incur a write off.

18

High Risk (1)

#### Past 12 Months



### Cash Flow Risk (also known as the Delinquency Score)

Low Risk (100)

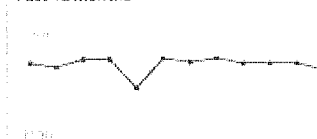
Company's risk level is: **MODERATE-HIGH**

Based on the D&B Delinquency Score reporting a payment behavior of **INCONSISTENT AND/OR SLOWER PAYMENTS**, this company is predicted to have a **Moderate-High** risk of a negative impact to your cash flow.

65

High Risk (1)

#### Past 12 Months



## Payment Behavior

Low Risk (100)

Company's risk level is: **67**

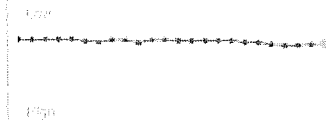
Days Beyond Terms : **18**

Based on a D&B PAYDEX® of **67**

According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

High Risk (0)

Past 24 Months



## D&B Rating

Current Rating as of 12-24-2018

Employee Size

**1R**: 10 employees and over

Risk Indicator

**4**: Higher than Average Risk

Previous Rating

Employee Size

**1R**: 10 employees and over

## INQUIRIES

No inquiries information available for this company

## Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

## Trade Payments

### Highest Past Due

**US\$ 30,000**

Highest Now Owing

**US\$ 100,000**

Total Trade Experiences

**59**

Largest High Credit

**US\$ 200,000**

Average High Credit

**US\$ 13,832**

## Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate  
KIMBALL INTERNATIONAL, INC.

## Payment Behavior

Low Risk (100)

Company's risk level is: **67**

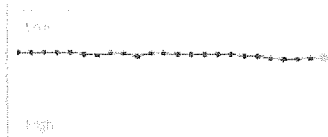
Days Beyond Terms : **18**

Based on a D&B PAYDEX® of **67**

According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

High Risk (0)

Past 24 Months



## D&B Rating

Current Rating as of 12-24-2018

Employee Size

**1R**: 10 employees and over

Risk Indicator

**4**: Higher than Average Risk

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**1R**: 10 employees and over

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Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

## Trade Payments

### Highest Past Due

**US\$ 30,000**

Highest Now Owning

**US\$ 100,000**

Total Trade Experiences

**59**

Largest High Credit

**US\$ 200,000**

Average High Credit

**US\$ 13,832**

## Ownership

This company is a **Headquarters, Subsidiary**

**Global Ultimate, Domestic Ultimate**  
**KIMBALL INTERNATIONAL, INC.**

## Payment Behavior

Low Risk (100)

Company's risk level is: **67**

Days Beyond Terms : **18**

Based on a D&B PAYDEX® of **67**

According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

Past 24 Months



High Risk (0)

## D&B Rating

Current Rating as of 12-24-2018

Employee Size

**1R** : 10 employees and over

Risk Indicator

**4** : Higher than Average Risk

Previous Rating

Employee Size

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## INQUIRIES

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## Legal Events

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UCC	2	11-28-2007

## Trade Payments

### Highest Past Due

**US\$ 30,000**

Highest Now Owing

**US\$ 100,000**

Total Trade Experiences

**59**

Largest High Credit

**US\$ 200,000**

Average High Credit

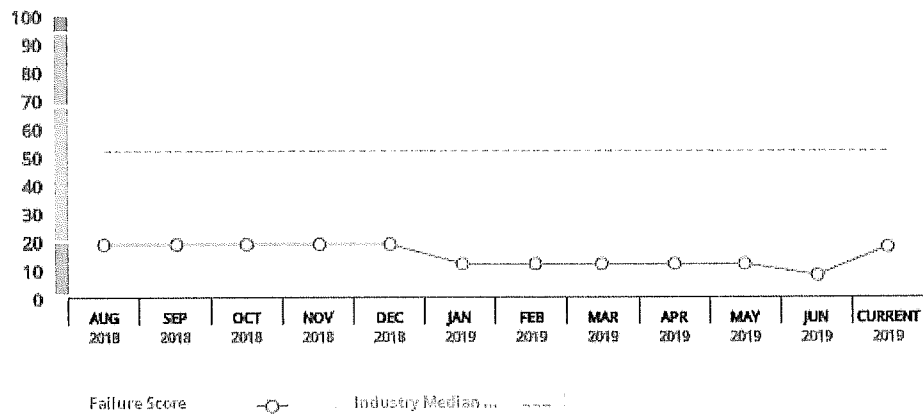
**US\$ 13,832**

## Ownership

This company is a Headquarters, Subsidiary

Global Ultimate, Domestic Ultimate  
KIMBALL INTERNATIONAL INC.





#### Cash Flow Risk (Also Known As The Delinquency Score)

65

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Score of 65

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Proportion of slow payments in recent months
- Evidence of open liens

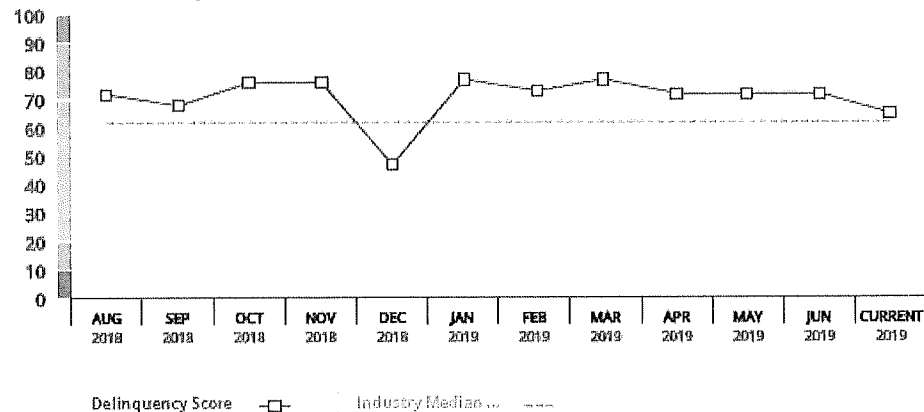
Level of Risk  
Moderate

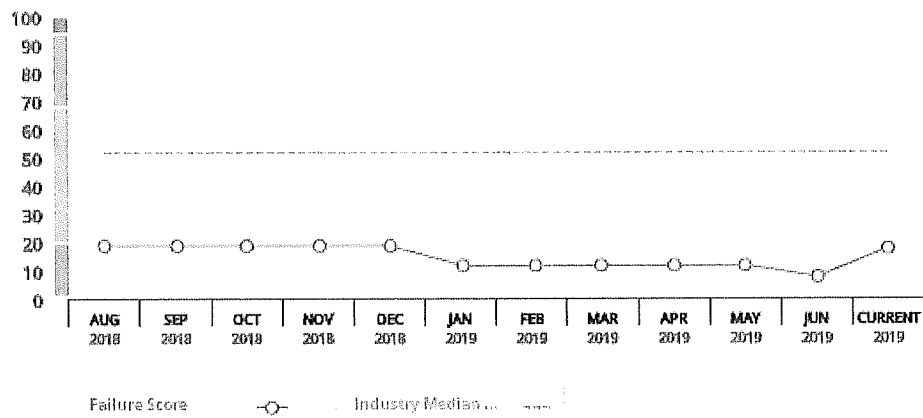
Raw Score  
521

Probability of Delinquency  
4.20%

Compared to Businesses in D&B Database  
10.20%

#### Business and Industry Trends





#### Cash Flow Risk (Also Known As The Delinquency Score)

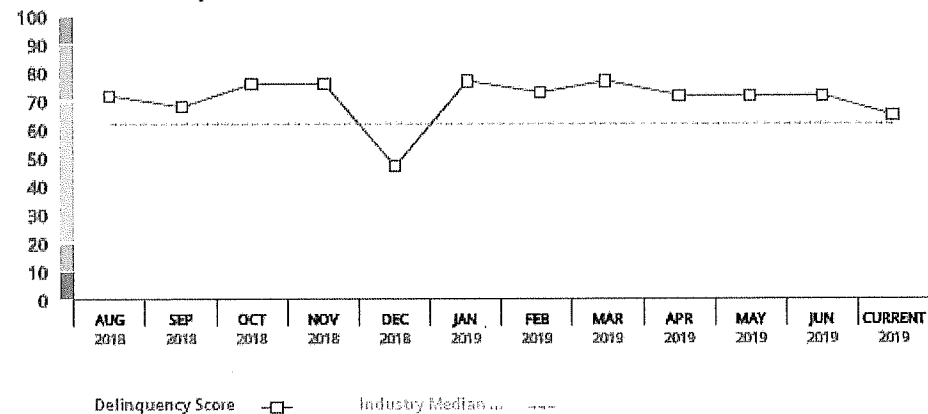


Based on a D&B Delinquency Score of 55

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Proportion of slow payments in recent months
- Evidence of open liens

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database
Moderate	521	4.20%	10.20%

#### Business and Industry Trends



<b>Total Trade Experiences:</b> 59	<b>Total Unfavorable Comments:</b> 0
Largest High Credit: US\$ 200,000	Largest High Credit: US\$ 0
Average High Credit: US\$ 13,832	<b>Total Placed in Collections:</b> 0
	Largest High Credit: US\$ 0

#### Trade Payments By Credit Extended (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US\$ 200,000	50
50,000 - 99,999	1	US\$ 80,000	50
15,000 - 49,999	5	US\$ 120,000	75
5,000 - 14,999	10	US\$ 57,500	74
1,000 - 4,999	7	US\$ 8,500	35
Less than 1,000	10	US\$ 4,300	65

#### Trade Payments By Industry (Based on 24 months of data)

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼ 22 - Textile Mill Products	1	200,000					
2221 - Manmade broadwvn mill	1	200,000	50	50	0	0	0
▼ 25 - Furniture and Fixtures	4	40,000					
2521 - Mfg wood office furn	1	1,000	0	0	50	50	0
2522 - Mfg nonwd office furn	2	40,000	49	0	49	0	2
2541 - Mfg wood fixtures	1	20,000	50	0	50	0	0
▼ 32 - Stone, Clay, Glass, and Concrete Products	1	5,000					
3291 - Mfg abrasive products	1	5,000	100	0	0	0	0
▼ 33 - Primary Metal Industries	1	25,000					
3354 - Mfg alum extrud prdts	1	25,000	100	0	0	0	0
▼ 35 - Industrial and Commercial Machinery and Computer Equipment	1	5,000					
3572 - Mfg computer storage	1	5,000	0	100	0	0	0

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1-30 Days Late (%)	31-60 Days Late (%)	61-90 Days Late (%)	91+ Days Late (%)
▼ 42 - Motor Freight Transportation and Warehousing	2	1,000					
4213 - Trucking non-local	1	1,000	100	0	0	0	0
4214 - Local truck w/storage	1	1,000	0	50	50	0	0
▼ 45 - Transportation by Air	1	250					
4513 - Air courier service	1	250	50	0	50	0	0
▼ 48 - Communications	1	750					
4813 - Telephone communictns	1	750	100	0	0	0	0
▼ 49 - Electric, Gas and Sanitary Services	1	750					
4911 - Electric services	1	750	100	0	0	0	0
▼ 50 - Wholesale Trade - Durable Goods	6	7,500					
5065 - Whol electronic parts	1	1,000	100	0	0	0	0
5072 - Whol hardware	2	7,500	100	0	0	0	0
5074 - Whol plumb/hydronics	2	1,000	5	95	0	0	0
5085 - Whol industrial suppl	1	0	0	0	0	0	0
▼ 51 - Wholesale Trade - Nondurable Goods	6	80,000					
5112 - Whol office supplies	2	500	50	17	0	0	33
5113 - Whol service paper	2	5,000	52	48	0	0	0
5131 - Whol piece goods	2	80,000	50	50	0	0	0
▼ 61 - Nondepository Credit Institutions	1	250					
6153 - Short trm busn credit	1	250	100	0	0	0	0
▼ 73 - Business Services	3	20,000					
7363 - Help supply service	2	20,000	80	10	10	0	0
7389 - Misc business service	1	0	0	0	0	0	0
▼ 87 - Engineering Accounting Research Management and Related Services	1	5,000					
8734 - Testing laboratory	1	5,000	50	50	0	0	0
▼ 91 - Executive Legislative and General Government except Finance	2	15,000					
9111 - Executive office	1	5,000	100	0	0	0	0
9121 - Legislative body	1	15,000	100	0	0	0	0
▼ 93 - Public Finance Taxation and Monetary Policy	3	10,000					
9311 - Public finance	3	10,000	100	0	0	0	0
▼ 99 - Nonclassifiable Establishments	1	2,500					

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
9999 Nonclassified	1	2,500	0	100	0	0	0

#### Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
07/19	Pays Slow 30+	N30	2,500	500	250	1
06/19	Pays Promptly	-	20,000	7,500	0	1
06/19	Pays Promptly	-	750	0	0	1
06/19	Pays Promptly	-	250	0	0	Between 4 and 5 Months
06/19	Pays Promptly	N30	0	0	0	1
06/19	Pays Prompt to Slow 30+	-	200,000	100,000	30,000	1
06/19	Pays Prompt to Slow 30+	-	5,000	100	100	1
06/19	Pays Prompt to Slow 30+	-	5,000	5,000	1,000	1
06/19	Pays Prompt to Slow 60+	-	40,000	40,000	15,000	1
06/19	Pays Prompt to Slow 60+	-	20,000	1,000	0	1
06/19	Pays Prompt to Slow 60+	-	250	250	50	1
06/19	Pays Prompt to Slow 150+	N30	500	250	250	Between 6 and 12 Months
06/19	Pays Slow 30+	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Slow 30-60+	Regular terms	5,000	0	0	Between 2 and 3 Months
06/19	Pays Slow 60-90+	-	1,000	1,000	1,000	1
06/19	-	Cash account	500	0	0	Between 6 and 12 Months
06/19	-	Cash account	250	0	0	Between 2 and 3 Months
06/19	-	Cash account	250	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 2 and 3 Months
06/19	-	Cash account	50	-	-	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/19	Pays Slow 30+	-	1,000	250	250	1
05/19	Pays Prompt to Slow 30+	N30	80,000	80,000	10,000	1
05/19	Pays Prompt to Slow 30+	N30	500	500	250	1
05/19	-	-	50	-	-	Between 2 and 3 Months
04/19	Pays Promptly	-	750	0	0	Between 4 and 5 Months
04/19	-	Cash account	100	-	-	Between 6 and 12 Months
04/19	-	Cash account	100	-	-	1
04/19	-	Cash account	50	-	-	1
03/19	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
03/19	Pays Slow 30 60+	-	1,000	0	0	Between 2 and 3 Months
02/19	Pays Slow 90+	1 15 N30	750	0	0	Between 6 and 12 Months
02/19	Pays Prompt to Slow 15+	-	250	0	0	Between 6 and 12 Months
01/19	Pays Promptly	-	7,500	250	0	1
01/19	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
01/19	Pays Promptly	-	15,000	-	-	1
12/18	-	Cash account	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	Cash account	250	-	-	1
09/18	Pays Promptly	-	5,000	-	-	1
09/18	-	Cash account	100	-	-	1
08/18	Pays Promptly	-	0	0	0	Between 6 and 12 Months
08/18	-	Cash account	50	-	-	Between 2 and 3 Months
07/18	-	Cash account	100	-	-	1
07/18	-	Cash account	50	-	-	1
07/18	-	Cash account	100	-	-	1
06/18	Pays Promptly	-	10,000	-	-	1
06/18	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/18	Pays Promptly	-	25,000	25,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/18	-	Cash account	50	-	-	1
04/18	-	Cash account	-	-	-	Between 6 and 12 Months
03/18	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/18	Pays Promptly	-	5,000	-	-	1
12/17	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
12/17	-	Cash account	100	-	-	1
09/17	Pays Promptly	-	1,000	0	0	1
09/17	-	Cash account	250	-	-	1

## Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgements	Liens	Suits	UCC Filings
0	1	0	2
Latest Filing: -	Latest Filing: 06-14-2016	Latest Filing: -	Latest Filing: 11-28-2007

### Events

#### Lien - Tax Lien

Filing Date	06-14-2016
Filing Number	11012929
Status	Open
Date Status Attained	06-14-2016
Received Date	06-21-2016
Amount	US\$ 14,522
Debtors	KIMBALL OFFICE INCORPORATED
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

#### UCC Filing - Original

Filing Date	11-28-2007
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<b>Filing Number</b>	0700011052644
<b>Received Date</b>	12-11-2007
<b>Collateral</b>	Leased Equipment
<b>Secured Party</b>	WHAYNE SUPPLY COMPANY, LOUISVILLE, KY
<b>Debtors</b>	KIMBALL INTERNATIONAL MARKETING, INC., JASPER, IN
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

## Special Events

12/24/2018

A Rating change has occurred on this company.

05/25/2016

This company is an operating subsidiary of Kimball Furniture Group, LLC, Jasper, IN.

Business started 1986 by the parent company. Present control succeeded Mar 2016.

The Chief Executive Officer is now Michael Wagner, Pres...



## Company Profile

### Company Overview

**D-U-N-S**  
79 731 2147

**Legal Form**  
Corporation (US)

**History Record**  
Clear

**Date Incorporated**  
08-18-1986

**State of Incorporation**  
Indiana

**Ownership**  
Not publicly traded

**Mailing Address**  
United States

**Telephone**  
(812) 482-1600

**Website**  
[www.kimballofficefurniture.com](http://www.kimballofficefurniture.com)

**Present Control Succeeded**  
2016

**Employees**  
2,500 (500 here)

**Age (Year Started)**  
32 years (1986)

**Named Principal**  
Michael Wagner, PRES.

**Line of Business**  
Mfg office furniture nonwood

### Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 06-30-2019  
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

<b>Registered Name</b>	KIMBALL OFFICE INC.
<b>Corporation Type</b>	Corporation (US)
<b>Business Commenced On</b>	1986
<b>State of Incorporation</b>	INDIANA
<b>Date Incorporated</b>	08-18-1986
<b>Registration ID</b>	198608-537
<b>Registration Status</b>	ACTIVE
<b>Filing Date</b>	08-18-1986
<b>Where Filed</b>	SECRETARY OF STATE/CORPORATIONS DIVISION

#### Registered Agent

<b>Name</b>	Julia E. Heitz Cassidy
<b>Address</b>	1600 Royal Street, Jasper, IN, 475462256

### Principals

#### Officers

DOUGLAS A HABIG, CHB  
THOMAS L HABIG, V CHB  
JAMES C THYEN, PRES-CEO  
RONALD J THYEN, SR EXEC V PRES

JOHN T THYEN, SR EXEC V PRES  
C. ALLEN PARKER, V PRES  
R. GREGORY KINCER, TREAS

**Directors**

DIRECTOR(S): THE OFFICER(S)

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**Company Events**

The following information was reported on: 11-03-2018

The Indiana Secretary of State's business registrations file showed that Kimball International Marketing, Inc. was registered as a corporation on August 18, 1986. By charter amendment the business name was changed to Kimball Office Inc. on April 12, 2011.

Business started 1986 by the parent company. Present control succeeded Mar 2016. 100% of capital stock is owned by Kimbal International Inc.

DOUGLAS A HABIG born 1946. 1975-present employed here; 1981 president; 1990 CEO. 1971-1975 employed with Indiana National Bank, commercial loan officer. 1969-1971 served the United States Army. Graduated from St Louis University in 1967 with a BA Degree and from Indiana University in 1969 with an MBA Degree.

THOMAS L HABIG born 1928. 1952-present active with parent company. 1980 graduated Tulane University, New Orleans, LA.

JAMES C THYEN born 1944. 1967-present active with parent company. 1965 graduated Xavier University, Cincinnati, OH (BS) and 1967 Indiana University, Bloomington, IN (MBA).

RONALD J THYEN born 1937. 1959-present active with parent. 1959 graduated from Notre Dame University, South Bend, IN.

JOHN T THYEN born 1938. 1961-present active with parent company.

C. ALLEN PARKER. Antecedents are unknown .

R. GREGORY KINCER. Antecedents are unknown .

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**Business Activities And Employees**

The following information was reported on: 11-03-2018

**Business Information**

Trade Names (SUBSIDIARY OF KIMBALL FURNITURE GROUP, LLC, JASPER, IN)

**Business Information****Description**

Subsidiary of Kimball Furniture Group, Llc, Jasper, IN started 1988 which operates as Mfg wood office furniture, mfg office furniture-nonwood. Parent company owns 100% of capital stock.

As noted, this company is a subsidiary of Kimball Furniture Group, LLC, DUNS number 79 473 2313 and reference is made to that report for background information on the parent company and its management.

Manufactures non-wooden office furniture, specializing in desks or tables (100%).

ADDITIONAL TELEPHONE NUMBER(S): Toll Free 800 482-1818.

Terms are Net 30 days. Sells to dealers and government accounts. Territory : International.

**Employees**

2,500 which includes officer(s). 500 employed here.

**Financing Status**

Unsecured

**Import/Export**

Import

**Seasonality**

Nonseasonal.

**Facilities**

Leases 195,000 sq. ft. in a two story brick building Shares with parent company.

**Location**

Industrial section on main street.

**SIC/NAICS Information**

SIC Codes	SIC Description	Percentage of Business
2522	Mfg office furniture-nonwood	
25220400	Office desks and tables, except wood	
NAICS Codes	NAICS Description	
337214	Office Furniture (except Wood) Manufacturing	

**Government Activity****Activity Summary**

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

## Financials

D&B currently has no financial information on file for this company

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**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

F. Describe any green or environmental initiatives or policies.

## **SUSTAINABILITY**

Kimball Office Inc. has a long history as an environmentally sensitive company. From our Company's inception as a wood furniture manufacturer, relying on nature's resources to create our products, the ideas of conservation and sustainability, of sensitivity toward our environment, have been deeply ingrained in our culture. Concern for our environment and "leading by example" in the promotion of environmentally responsible business practices is something that Kimball Office Inc. believes in as part of our corporate philosophies. Kimball Office Inc.'s sustainability practices include initiatives to reduce water usage, solid waste generation, VOC emissions, hazardous waste materials and Greenhouse Gases. Environmental goals are set and results measured against benchmarks.

### **Environmental**

Kimball Office Inc. is dedicated to continued excellence, leadership and stewardship in protecting the environment, the health and safety of our employees and the members of the communities in which we work and live. Our commitment is to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment.

All Kimball Office Inc. manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment.

### **Waste Reduction and Recycling**

Kimball Office Inc.'s Corporate Recycle Center (CRC) supports the programs of numerous regional facilities, providing a central location for consolidating recyclable materials for re-sale and transport. Currently the CRC recycles over 65 different waste materials. Among the materials recycled are steel, aluminum, glass, fabrics, printer cartridges, electronic equipment, and several types of plastic, wood and cardboard, which is either sold for re-use or recycled by type of material. The sustainability and continuous improvement projects have reduced the overall waste generated at Kimball Office Inc. facilities as the amount of recycling has steadily increase.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

F. Describe any green or environmental initiatives or policies.

## **Sustainable Global Wood Purchasing**

Kimball Office Inc. strives to ensure that wood used in the manufacturing of our products is obtained from environmentally and socially responsible sources. Knowing we are procuring wood responsibly not only supports our sustainability initiatives, but also provides assurance that our wood-based components have the lowest possible burden on the global environment. It is Kimball Office Inc.'s policy to work with partners who share our values of responsible management of wood from the forests where our raw materials are harvested. Kimball Office Inc. strives to use wood from properly managed forests to reduce the environmental impact we have on our industry.

Kimball Office Inc. expects suppliers of wood-based materials to follow all applicable laws of the United States of America including the Lacey Act, in addition to laws of the country where they are located and international treaties and agreements to which the United States is a signatory. We will not use species listed in CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) Appendices I or II, for the manufacturing of our products. Our Supply Chain Team will give preference to suppliers who participate in the following programs: Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), American Tree Farm System (ATFS), Canadian Standards Association (CSA), Programme for the Endorsement of Forest Certification (PEFC), and Composite Panel Association's Eco Certified Composite (ECC). Kimball Office Inc. conducts business ethically based on our Business Partner Code of Conduct and expects our business partners to do so as well.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Diversity is a core principle for Kimball. Kimball International is a publicly traded company (KBAL) led by our CEO Kristie Juster and President Phyllis Goetz. We are not a minority or women owned business, however we focus and support diversity owned dealers and suppliers. Our number of minority-owned Select Dealers is 48%. We measure utilization of these businesses and work to facilitate growth and opportunities to these entities. We have tracking tools in place and, on a quarterly basis, review our spend dollars and percentages in various diverse supplier categories (as defined by the US Government). We also track any efforts we undertake relative to initiating discussions with and possibly bringing on new diverse suppliers, dealers, and other subcontractors. Kimball can provide first tier minority spend reports upon request.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Kimball Office Inc. does not hold underutilized business certifications, but actively pursues and works with such entities through our dealer network.

I. Describe how supplier differentiates itself from its competitors.

While trends may come and go, Kimball has a longstanding history of being able to evolve. To embrace what's new and take it to the next level. From our origins as a piano maker to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way. Being nimble, quick, and approachable allows us to make a difference for each individual customer. The average tenure for a Kimball team member is over 15 years and many of our customers and suppliers have been with us for 40 or more years.

We keep good company—actively listening to our customers, brilliant partners, and industry thought leaders—and invite collaborative discussions that challenge what's familiar and inspire fresh ideas. Driven by curiosity and inspired to empower people, we craft what's next, so you can work your way. We've found that what drives our purpose are the exact things that bring value to our relationship with you:

Authenticity- Being authentic keeps us grounded in integrity, humility, and warmth—all of which helps us build deeper connections with our customers and create great customer experiences for them.

Curiosity- We believe that curiosity is the starting point to addressing unmet needs. By asking you the right questions, we're able to develop just the right answers that solve for all the different ways your people want to work.

A Culture of Caring- Understanding how we're all interconnected makes us more invested and serve as better partners—to our customers, to our communities, and to the world.

Insightfulness- Being insightful means inspiring more "aha" moments for our customers and paves the way for us to craft forward-thinking solutions that respond to their ever-evolving needs.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

The Company is not currently involved as a party, nor has it been a party in the last ten years to any litigation that had or is likely to have any material impact on the Company. The Company has never sought bankruptcy protection, nor has the Company otherwise pursued any form of legal reorganization based on opportunities to reorganize to address financial issues that may be afforded under any federal or state law.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

a. Kimball International Inc is a publicly held corporation, whose subsidiary Kimball Office Inc. is responding to this bid, therefore this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Kimball Office Inc. Inc has not had any debarment or suspension actions taken against the Company.



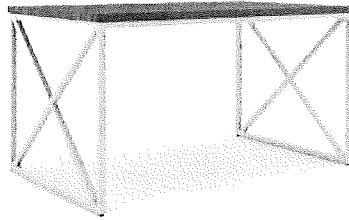
### 3.2 Distribution, Logistics

A. Describe the full line of Products and Services offered by Company.

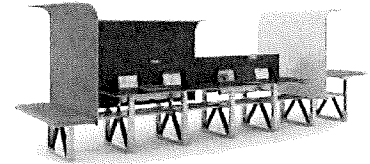
## Kimball Product Lines: Open Plan



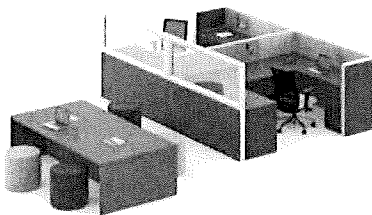
KORE™ Work Cart



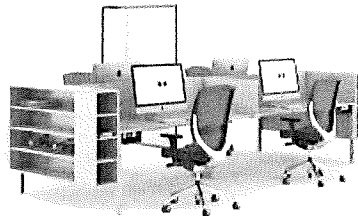
fiXi®



Canopy®



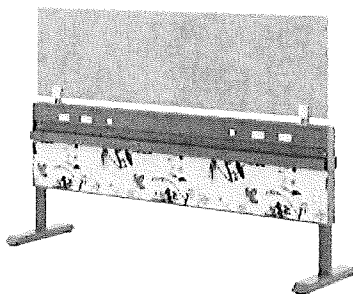
Narrate®



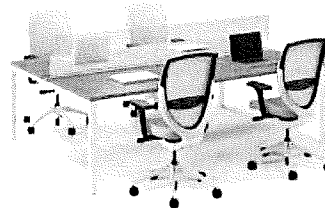
KORE™



Xsede® Height Adjust



Xsede® Power Beam



Xsede®



Xsite®

## Kimball Product Lines:

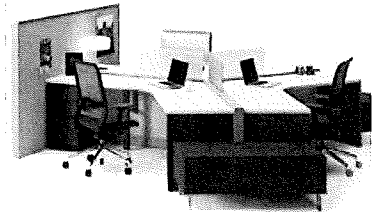
### Open Plan



Interworks<sup>®</sup> EQ



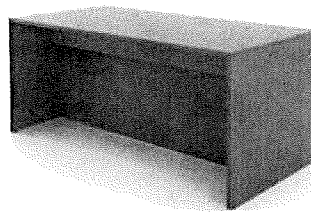
Celra<sup>™</sup>



Footprint<sup>®</sup>



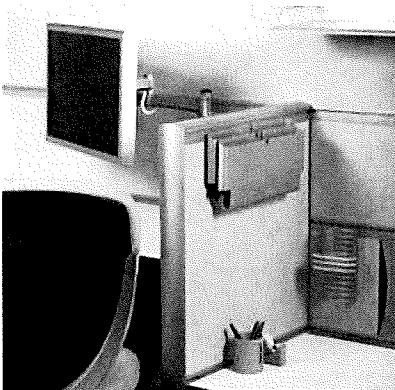
Priority<sup>™</sup>



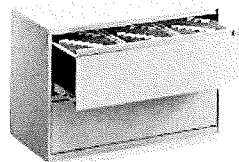
Dock<sup>®</sup> Work Tables



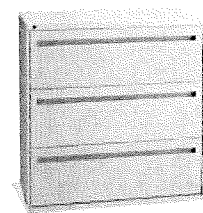
Traxx<sup>®</sup> & Tiles



Perks<sup>®</sup>



Fundamental<sup>®</sup> Files



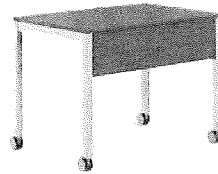
LF<sup>™</sup> Series

## Kimball Product Lines:

### Desks



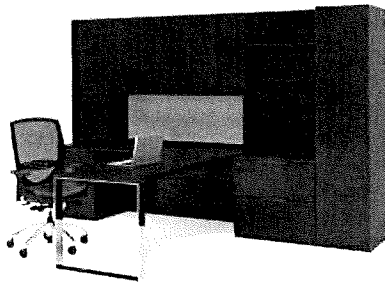
KORE™ Work Cart



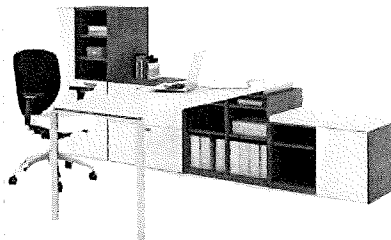
KORE™



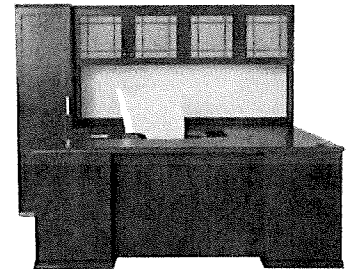
Priority™



Definition®



Fluent™



Transcend®

## Kimball Product Lines:

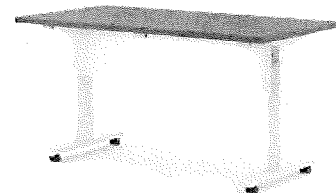
### Desks



Footprint<sup>®</sup>

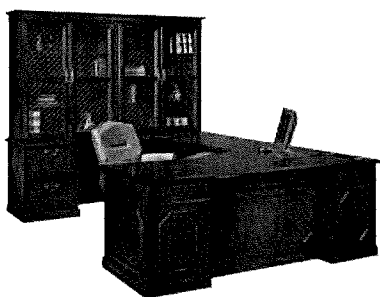


Guide<sup>™</sup>

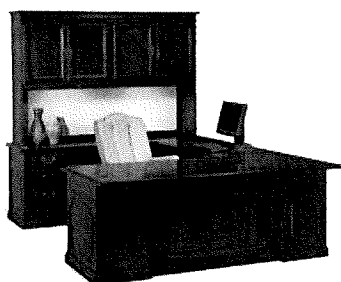


Xsede<sup>®</sup> Height Adjust

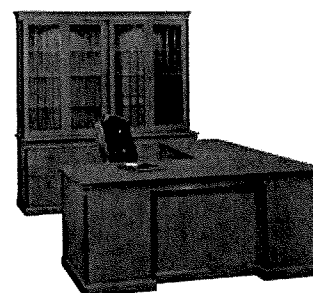
### ☐ Heritage Collection



Senator<sup>™</sup>



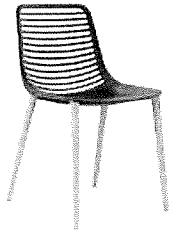
President<sup>™</sup>



Innsbruck<sup>™</sup>

## Kimball Product Lines:

### Seating



Pep<sup>®</sup>



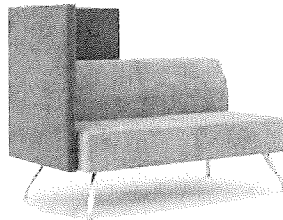
Theo<sup>™</sup>



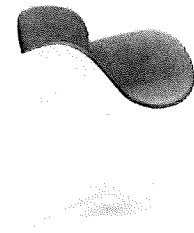
Lusso<sup>™</sup>



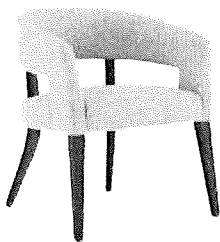
Joya<sup>™</sup>



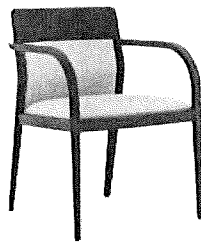
Fairings<sup>®</sup>



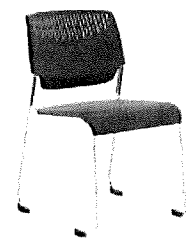
Splendor<sup>®</sup>



Nash<sup>™</sup>



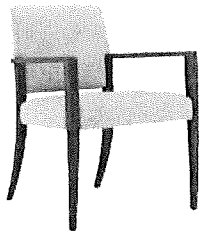
Abbott<sup>™</sup>



Poly<sup>™</sup>

## Kimball Product Lines:

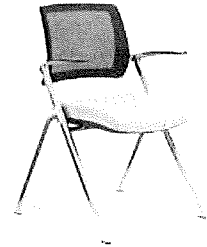
### Seating



Tucker™



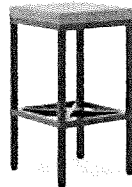
Bloom®



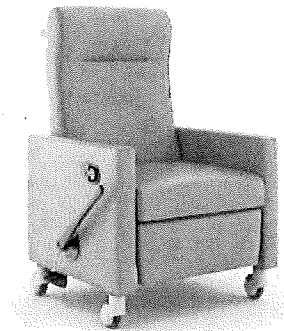
Flip®



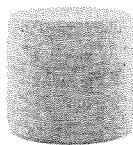
Niles™



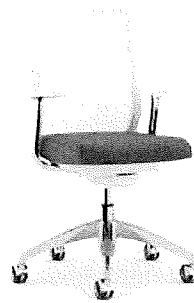
fixi®



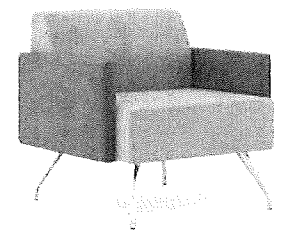
Greer™



Joelle™ Behavioral Wellness



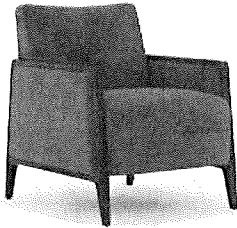
Helio™



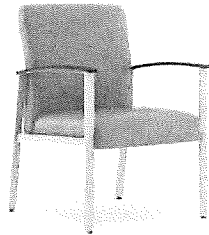
Pairings® Health

## Kimball Product Lines:

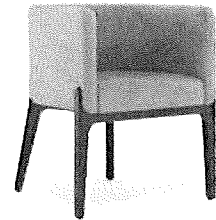
### Seating



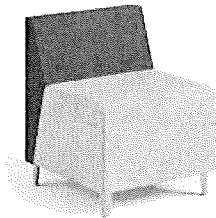
Spruce™ Behavioral Wellness



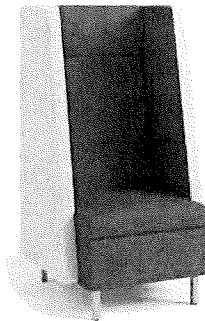
Sycamore™ Metal



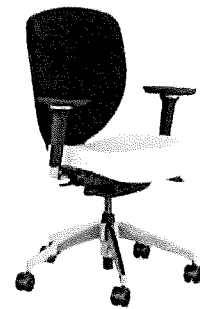
Wilder™



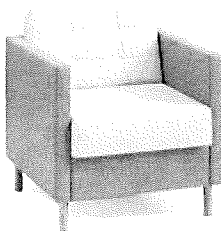
Joelle™



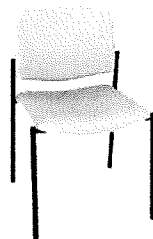
Villa™



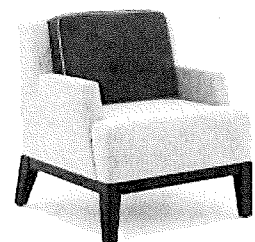
Wish™



Boyd®



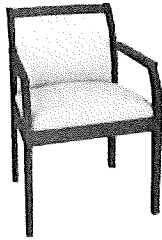
Event™



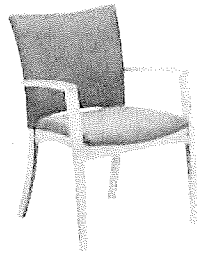
Pose™

## Kimball Product Lines:

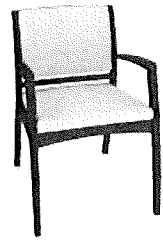
### Seating



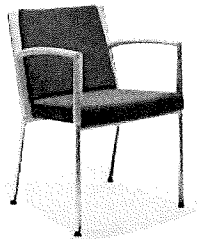
Collage™



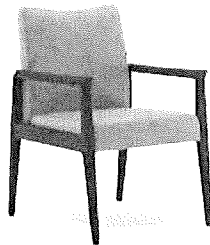
Acapella®



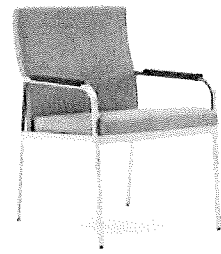
Beo®



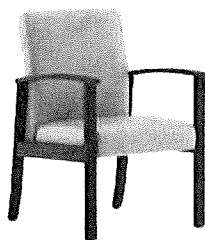
Adagiato™



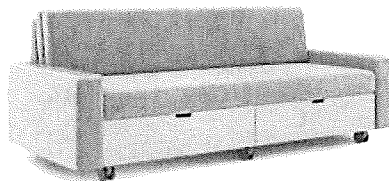
Spruce™



Alpine™



Sycamore™



Villa™ Health Sleep Sofa



Villa™ Health



## Kimball Product Lines:

### Seating



Wren™



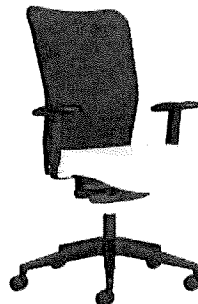
Meadow™



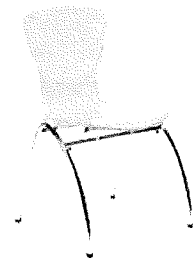
Shore®



Physician / Exam Stool



Itsa™



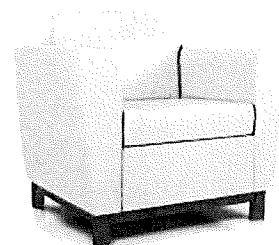
Bingo®



Stature®




Arpeggio™



Enjoy™

# Kimball Product Lines:

## Seating

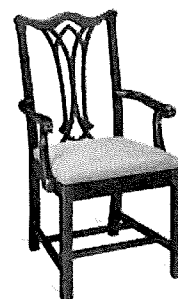
 Heritage Collection



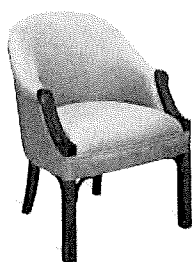
Clairmont™



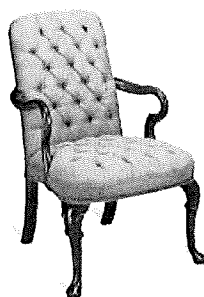
Independence Hillsborough™



Independence Richland™



Independence Newcastle™



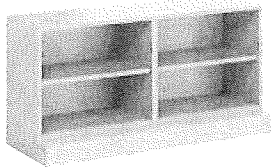
Independence Springfield™



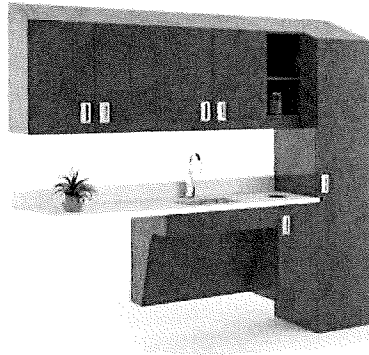
Independence Suffolk™

## Kimball Product Lines:

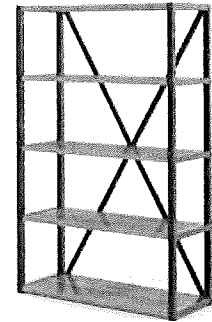
### Storage



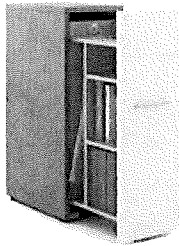
Stow™



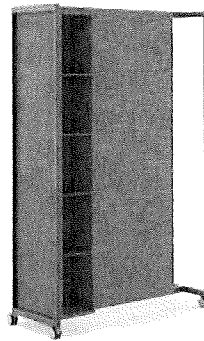
Alterna®



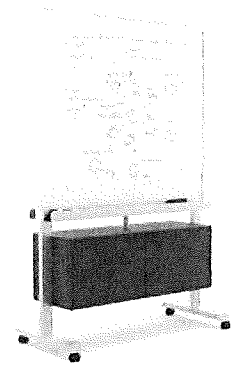
fiXt®



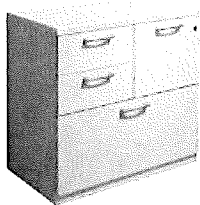
Footprint® Pullout Storage



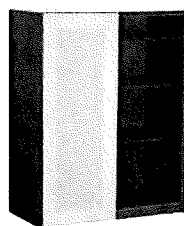
KORE™



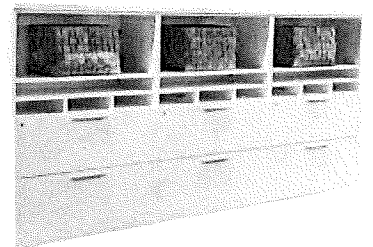
Xsede® Media Cart



Footprint®



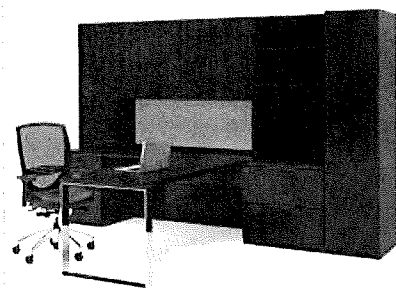
Fluent™



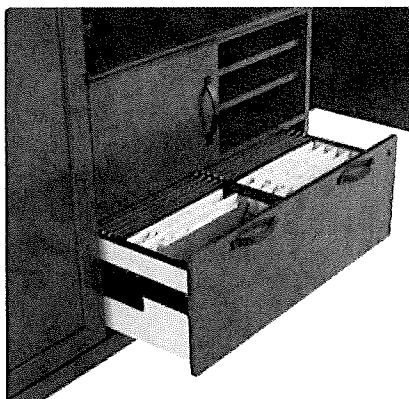
Priority™

## Kimball Product Lines:

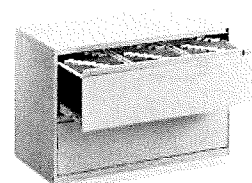
### Storage



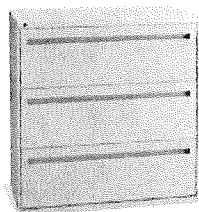
Definition<sup>®</sup>



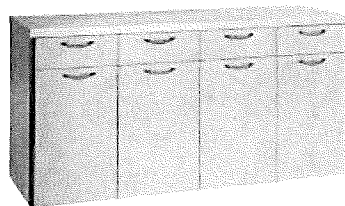
Transcend<sup>®</sup>



Fundamental<sup>®</sup> Files



LF<sup>™</sup> Series

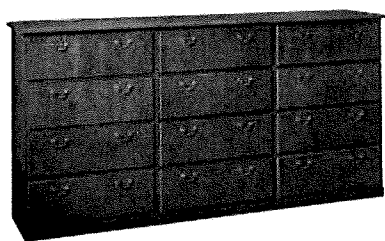


Complementary Furniture

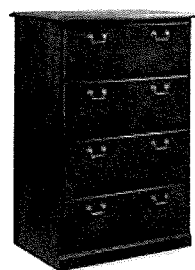


Sanctuary<sup>™</sup>

### Heritage Collection



Senator<sup>™</sup>



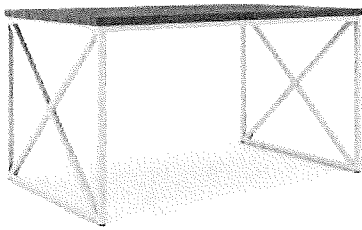
President<sup>™</sup>



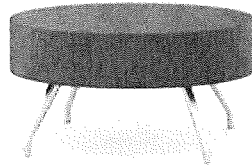
Innsbruck<sup>™</sup>

# Kimball Product Lines:

## Tables



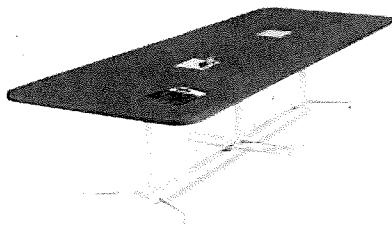
fixi<sup>®</sup>



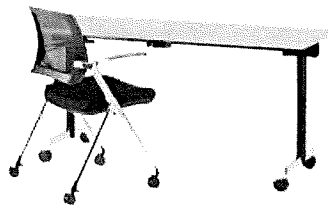
Pairings<sup>®</sup>



Bloom<sup>®</sup>



Dock<sup>®</sup> Meeting



Dock<sup>®</sup> Training



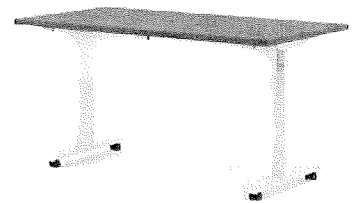
Team<sup>®</sup>



Spruce<sup>™</sup>



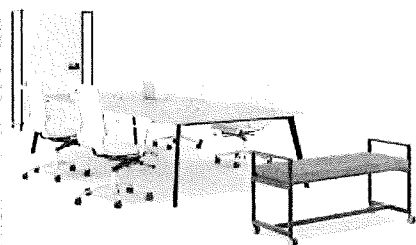
Theo<sup>™</sup>



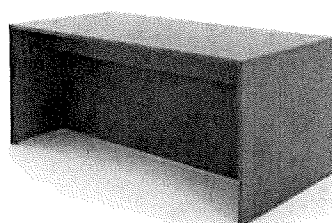
Xside<sup>®</sup> Height Adjust

# Kimball Product Lines:

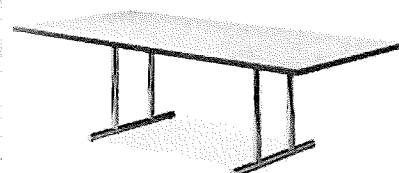
## Tables



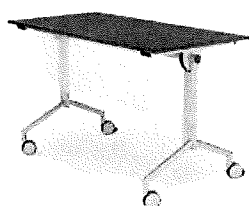
KORE™



Dock® Work Tables



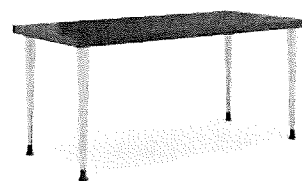
Contemporary/Transitional Tables



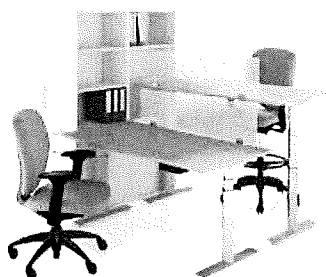
Scenario™



Aspire®



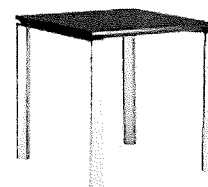
Configuration Tables



Priority™



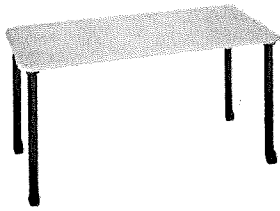
Definition®



Fluent™

## Kimball Product Lines:

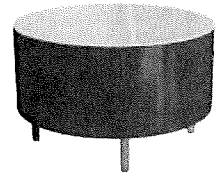
### Tables



Footprint®



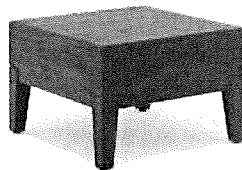
Transcend®



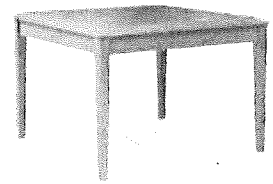
Villa™



Beo®



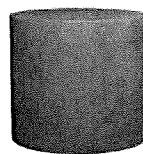
Pose™



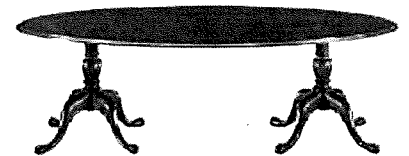
Arpeggio™



Overbed Tables




Cube & Cylinder



Traditional Tables

## Kimball Product Lines:

### Tables

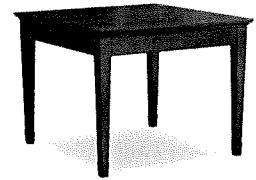
 Heritage Collection



Senator™

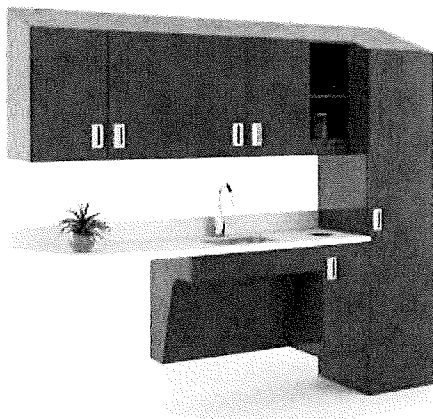


President™



Innsbruck™

### Modular Caseworks

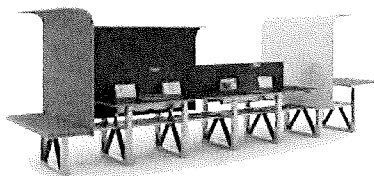


Alterna®

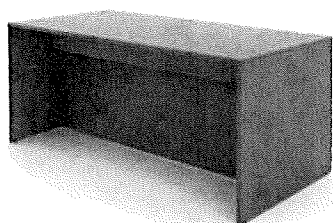


# Kimball Product Lines:

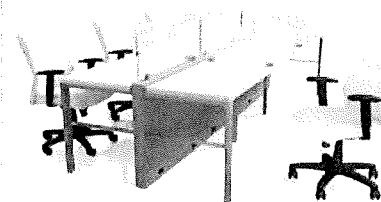
## Benching



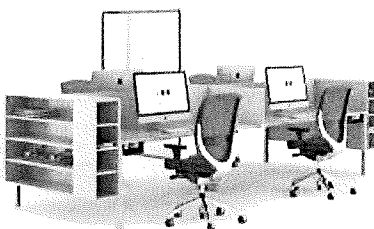
Canopy<sup>®</sup>



Dock<sup>®</sup> Work Tables



Footprint<sup>®</sup>



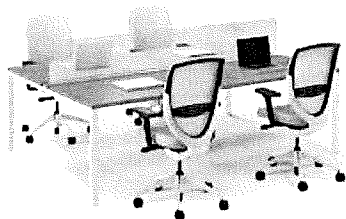
KORE<sup>™</sup>



Narrate<sup>®</sup>



Priority<sup>™</sup>



Xsede<sup>®</sup>



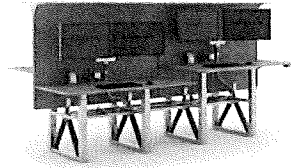
Xsede<sup>®</sup> Height Adjust

## Kimball Product Lines:

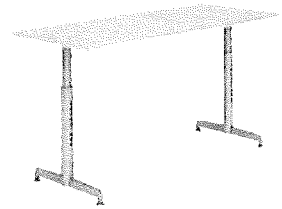
### Height Adjust



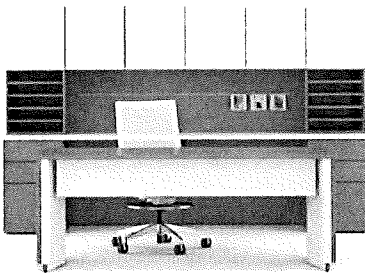
KORE™ Work Cart



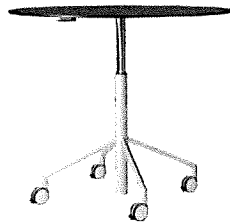
Canopy®



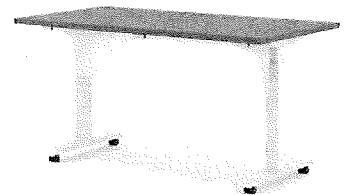
Dock® Training



Priority™



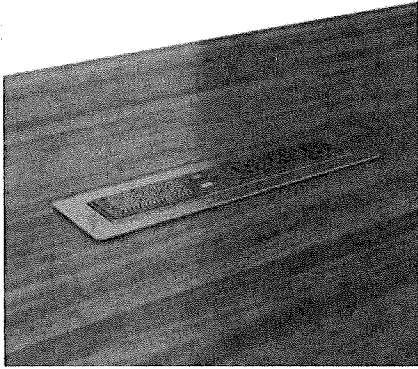
Scenario™



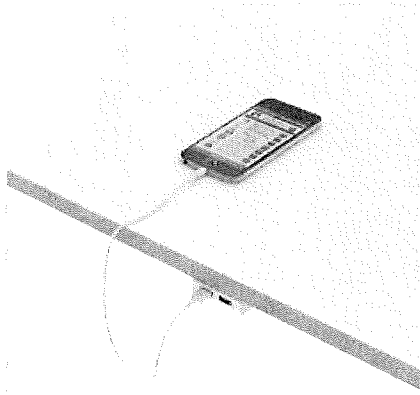
Xside® Height Adjust

## Kimball Product Lines:

### Technology



Bluetooth Speaker



Jolt™



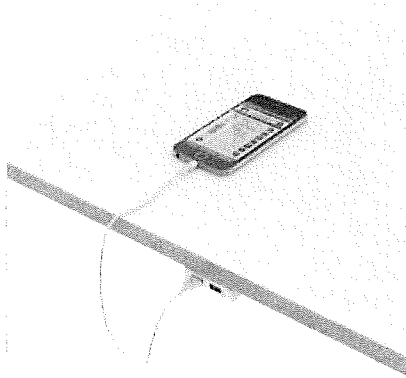
Optix



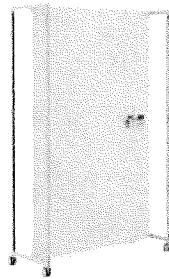
wePresent®

## Kimball Product Lines:

### Accessories



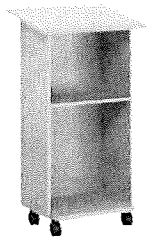
Jolt™



KORE™



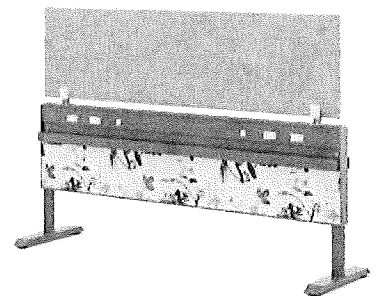
Narrate®



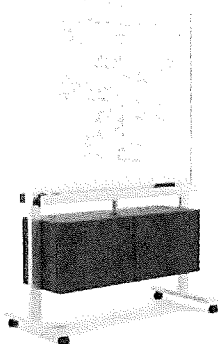
Stow™



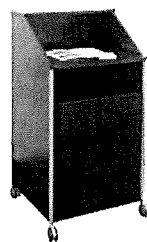
Teem®



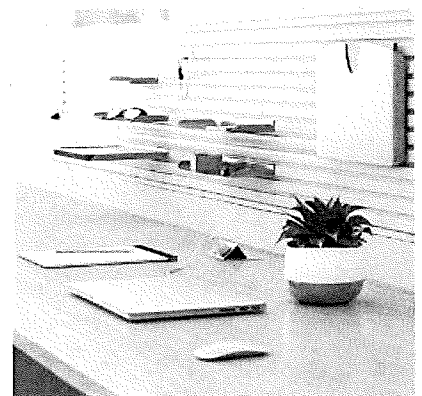
Xsede® Power Beam



Xsede® Media Cart



Complementary Furniture



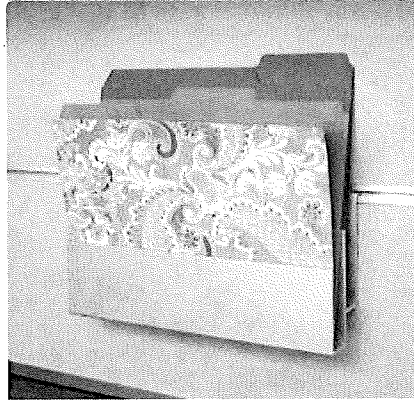
Perks®

## Kimball Product Lines:

### Accessories



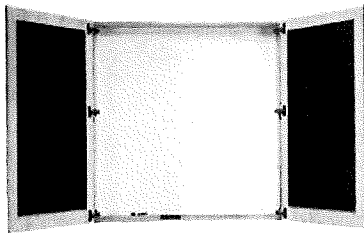
Traxx<sup>®</sup> & Tiles



Fluent<sup>™</sup>



Scenario<sup>™</sup>



Definition<sup>®</sup>

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Kimball Office Inc. utilizes their own trucking fleet as well as LTL carriers to insure timely deliveries. Delivery and Installation is coordinated with the dealers depending on the size and scope of the individual projects. The primary concern is that the customer's wishes are being met so when unique situations arise the solution sometimes must be customized but all installs will be serviced by the dealer install team so that ongoing service and care is available at a local level.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Kimball Truck Fleet
- Nationwide Industry Recognized LTL Truck Fleets
- Authorized Dealer network

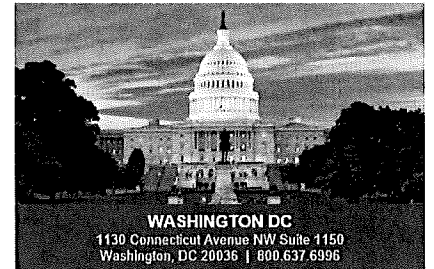
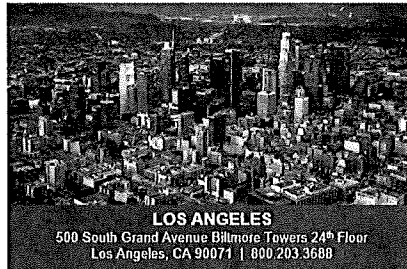
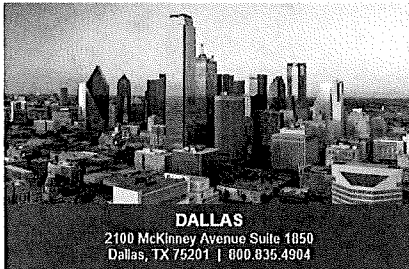
D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Distribution Facilities / Warehouses: (3)

- Distribution Center #2  
Santa Claus, IN  
363,000 Sq. Ft.
- Distribution Center #3  
Jasper, IN  
155,523 Sq. Ft.
- Distribution Center #4  
Jasper, IN  
220,541 Sq. Ft.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Retail Network: (6) Kimball Showrooms



In addition to our distribution centers and showrooms, our Dealer network has product on display and warehouse facilities available on a local level. Combined, our Dealer network has millions of square feet of warehouse / retail facilities available to our customers.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Kimball Office Inc. Executive Leadership, in conjunction with OMNIA Partners Leadership, will communicate a new OMNIA Partners contract through its website and direct communication to its selling teams and dealerships.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within 10 days of award:

-Kimball Office Inc. Executive leadership and OMNIA Partners Executive leadership will communicate the new OMNIA Partners contract through its website and direct communications to its sales teams and authorized distribution channel.

Within 30 days of award:

- Schedule a meeting with OMNIA Partners officials to review contract expectations.
- Develop a Nationwide joint marketing/sales plan with OMNIA Partners.
- Review, train, and present contract changes to Kimball Office Inc. Sales Managers.
- Review, train and present contract changes to Internal Contract Support team and Customer Service teams.

Within 60 days of the award:

- Create power point and other types of communication that highlight new award and its changes.
- Create presentation and develop training schedule for all Kimball Office Inc.
- Review all existing opportunities and notify of new award and date. Within 90 days of the award:
- Complete presentation and roll out to all Kimball Office Inc. Distribution channel.
- Develop tracking plan for new contract progress.
- Meet with OMNIA Partners to review progress and activity.
- Further develop new OMNIA Partners exchange program and exchange of data regarding new contract sales opportunities.



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

Kimball Office Inc. Marketing team will work with OMNIA Partners Marketing team to develop a co-branded press release to distribute to various trade publications within the first 10 days of award.

- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

A notification will be sent out within the first 30 days of award announcing the new award to our dealers via our Kimball Office Inc. brand specific websites.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Kimball Office will complete a new OMNIA Partners marketing piece for hand out and email distribution to promote the new contract.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Kimball Office Inc. commits to work with OMNIA Partners to secure booth space for all shows that OMNIA Partners will be attending that Kimball Office Inc. believes will impact our success with this contract.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Kimball Office Inc. commits to purchase 10x10 booth space in designated area selected by OMNIA Partners at NIGP Annual Forum and identified regional trade shows where the OMNIA Partners program has focus. Kimball Office Inc. will provide representation to man the booth as well as assist in the marketing plans and give-away suggestions provided by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to promote the OMNIA Partners agreement through publications and websites in identified trade publications.

- vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to develop marketing materials in conjunction with OMNIA Partners to promote the master agreement throughout its term (case studies, training materials and end-user presentations.)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Kimball Office Inc. agrees to continue to maintain OMNIA Partners dedicated webpages on [www.Kimball.com](http://www.Kimball.com) and [www.nationalofficefurniture.com](http://www.nationalofficefurniture.com). These sites will include the OMNIA Partners logo, copy of the original RFP, copy of the contract and amendments, summary of products and pricing, marketing materials, and a link to the OMNIA Partners online registration. Additionally, Kimball Office Inc. agrees to provide OMNIA Partners the materials needed to develop and maintain current information on their website as well.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

After detailed training, our Sales Representatives, in conjunction with our Servicing Dealer Network will contact OMNIA Partners participating agencies to announce our new contract. The announcement will initiate contact in many forms – in person presentations, phone calls, ecards, etc. Initially our sales teams will focus on our existing customers – most of these customers will be contacted in person to educate them on our new contract. Our existing customers are familiar with our products and services, these calls will focus on OMNIA Partners education and the benefits associated with our new agreement. In addition to our current customers, we will focus on new opportunities and new customers. Kimball Office Inc. has a long history of being active participants in trade shows like NIGP. We will continue to market our products and services through the OMNIA Partners contract at the trade shows. We will follow up with all leads generated during those trade shows. We will also establish a customer service program. This program will focus on our existing customers – the intent to identify those customers who are not using the contract and provide a list to management so that we can ensure that the customer has been approached and provided the correct information. This program will also afford us the opportunity to work with OMNIA Partners on those customers that we are having problems transitioning. We believe with the commitment and support of Kimball Office Inc.'s entire sales force that the focus and measurements will be in place to market this agreement into success for all parties.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Kimball Office Inc. will provide OMNIA Partners with its company/corporate logo(s) for use in marketing communications and promotions. Kimball Office Inc. authorizes OMNIA Partners to reproduce such logo(s) in marketing communications and promotions providing the logo and use meet Kimball International's marketing requirements. Kimball Office Inc. will work with OMNIA Partners to make sure this happens.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Kimball Office Inc. agrees to develop a marketing plan to reach public agencies nationwide participating in the OMNIA Partners program. At the very least, Kimball Office Inc. will develop a direct marketing approach that will communicate the requirements of OMNIA Partners as well as a program to follow up with those agencies.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Kimball Office Inc. sales team is seasoned and have expert knowledge and selling experience with the OMNIA Partners contract. Many of our sales resources have a very positive working relationship with their OMNIA Partners counterparts. A new award will allow Kimball Office Inc. and OMNIA Partners to continue to expand our selling team relationships. All selling teams are trained on the key features of the contract through regular webinars by the program owner. All selling teams have a true understanding of public solicitation processes and how OMNIA Partners eliminates the need for the agencies to go through the bid process, therefore saving time and resources. We continue to work with the OMNIA Partners teams to expand the use of the program via the wide range of public agencies that can access OMNIA Partners.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

The contact information for this position is:

Executive Support: Phyllis Goetz  
President, Kimball Office Inc. Kimball Office Inc.  
1600 Royal Street Jasper, IN 47549-1022 PH: 800-482-1616  
EM: Phyllis.Goetz@Kimball.com

Marketing: Wendy Murray  
Director of Brand Marketing 1600 Royal Street  
Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 6685  
EM: Wendy.Murray@Kimball.com

Sales: Rhonda Hammack  
Director, Government Sales 1600 Royal Street  
Jasper, IN 47549-1022 PH: 443-745-1272  
EM: Rhonda.Hammack@Kimball.com

Sales Support: Kris Kendall  
Government Sales Specialist 1600 Royal Street  
Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 8644  
EM: Kris.Kendall@Kimball.com

Financial Reporting: Carolyn Brewer  
Assistant Controller 1600 Royal Street Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 8518  
EM: Carolyn.Brewer@Kimball.com

Contracts:  
Stacy Huelsman  
Commercial Contract Mgr 1600 Royal Street  
Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 8108  
EM: Stacy.Huelsman@Kimball.com

H. Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Kimball Office has Sales Representatives in all 50 States. The direct sales team is divided into separate categories. Representation is primarily structured to focus on Sales and Service to our end customers and to our authorized Dealer Network. Other representation is the Government Sales. We have specialized Sales Representatives that focus entirely on Government business. Another important aspect of our business is the A&D community and we have sales representation focusing on that important link to the sales process. The country is divided into

(10) regions and a Regional manager is assigned to each region. The Sales Team members report to the Regional managers. Leading the Regional Managers are two Director of Sales positions, one for the Eastern half of the country and one for the Western half of the country. A Director of A&D leads the A&D team. In the Government sector, we have a Director of Government Sales. The four Directors report to the Vice President of Sales. The Vice President of Sales reports to the highest Executive level in the in the sales organization. That position is President of Kimball Office.

**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Kimball Office Government Sales Managers (GSMs) are the program regional owners and provide program leadership in their respective areas. They work in conjunction with the OMNIA regional managers in their areas to grow the program sales. Together they strategize on targeted accounts, leveraging existing contact relationships. They involve the Kimball Office Region Management team as well as the Market Sales Managers to insure a constant touch and sales process forward action. The GSM's coordinate Dealer Boot Camps for both the Public and Education Sector Region Managers. Together they educate and promote the OMNIA allocating resources appropriately.

**J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

Kimball Office has developed the following structure to manage the National IPA program through the terms of the agreement:

- A dedicated program owner – Rhonda Hammack
- A dedicated contract specialist – Stacy Huelsman
- Regional Program Owners – Five Government Sales Managers
- A dedicated trained internal government support team providing timely new participant set up.
- A sales reporting structure that provides National IPA monthly sales reporting requirements by registered end-user.
- A marketing specialist that will work in conjunction with National IPA to develop joint marketing and sales pieces.

The Kimball Office leadership team has put the resources in place for continued sales growth. This structure has served us well during the current contract period. A new contract would allow us to re-train and re-focus for continued sales growth.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Kimball's Public Sector sales volume for fiscal year 2019 \$23,642,131.00. Our top 10 accounts are as follows:

Laredo Community College	Cosumnes Community
Service University of North Carolina at Chapel Hill	City of Dallas
Pima Medical Institute-Tucson Campus – AZ	Boston University
City of Stamford	Virginia Tech
West Virginia University Robert C Byrd Health	NAACP

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Kimball Office has taken advantage of recent advancements in technology by implementing and making available to our business partners a number of electronic tools. We have partnered with leaders in the software industry to develop and implement these electronic resources to enhance the Kimball Office experience for our customers. Matched with future advancements in our E-Business capabilities, these tools allow our customers to easily specify and select product, view renderings, submit orders and check order status.

Payment Methods:

- Check
- Wire Transfer
- ACH
- EFT

Ordering Methods:

- Mail
- Fax
- Email
- SAP
- EDI



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 100,000 .00 in year one  
\$            .00 in year two  
\$            .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Recent and future events in cooperative purchasing landscape may create additional challenges, but Kimball Office is committed to strive for continued annual double-digit contract sales growth. With these uncertainties Kimball Office therefore will only provide a nominal annual sales guarantee.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

Kimball Office Inc. will lead with OMNIA Partners, however; to clarify that OMNIA Partners does not expect Kimball Office Inc. to walk away from sales opportunities when the end user rejects use of OMNIA Partners, the following changes are requested.

For avoidance of doubt, OMNIA Partners does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.

i. Respond to registered and qualified end National IPA end-users with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Kimball Office proposes the additional language in red to be added to the existing statement above.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Kimball Office Inc. will comply with this request. For clarification, Lower pricing given to OMNIA Partners members due to competitive reasons will be reported to OMNIA under the Master Agreement unless they have an existing standard agreement with Kimball Office Inc. (brand(s)) at time of award. Kimball Office Inc. will then review in detail when existing contract is up for renewal.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

Kimball Office Inc. proposes to delete the language as set forth on 3.niii:

Commitment of Exhibit A. In lieu of such language in 3.n.iii, Kimball Office Inc. commits as follows:

In the event that the Public Agency refuses to utilize Master Agreement, the Supplier may provide pricing under an alternative agreement. It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. In the event of an award of the higher, customer net price, non- OMNIA Partners Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.

Kimball Office Inc. requests the proposed language in red for clarification purposes.

Detail Supplier's strategies under these options when responding to a solicitation.

Kimball Office Inc. will lead with OMNIA Partners as our primary Cooperative Purchasing vehicle in all appropriate sales opportunities through bid processes, face to face communication and marketing strategies. The Administrative fee will be paid on all purchases made by qualified, registered customers as agreed upon within the Master Agreement. In the event, a customer chooses not to use the OMNIA Partners Cooperative Purchasing agreement, pricing will be proposed at equivalent or higher customer net pricing to the customer to avoid the loss of a sales opportunity. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

Kimball Office Inc. understands and complies with the information within OMNIA Partners Exhibit A in conjunction with the typed responses / alternative language submitted.

**OMNIA Partners Requirements - Exhibit F****OMNIA PARTNERS EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS****FEDERAL CERTIFICATIONS****ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.**

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

## Section 8

### OMNIA Partners Requirements - Exhibit F

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Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SPF Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

## Section 8

### OMNIA Partners Requirements - Exhibit F

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**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SFP Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**OMNIA Partners Requirements - Exhibit F**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SPF BAA Certification is made on a case by case basis depending on the product mix selected. Initials of Authorized Representative of offeror

**Section 8**

**OMNIA Partners Requirements - Exhibit F**

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**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

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Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SPF Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

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**CERTIFICATION OF AFFORDABLE CARE ACT**

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Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

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

Offeror's Name:

Kimball International, Inc.

Address, City, State, and Zip Code:

1600 Royal Street, Jasper IN 47546

Phone Number: 800-647-2010

Fax Number: 812-481-6174

Printed Name and Title of Authorized Representative: Shane P. Flynn, Federal Government Contract Manager

Email Address: shane.flynn@kimball.com

Signature of Authorized Representative: Shane P. Flynn

Date: 08/06/2019

*FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES*  
*RFP# 269-2019-105*

JUNE 19, 2019



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are 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;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**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:** Kimball Office Inc.

**Street:** 1600 Royal Street

**City, State, Zip Code:** Jasper, IN 47546

**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 Don VanWinkle, an authorized representative of Kimball Office 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
None		

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

8/16/19  
Date

 Director  
Authorized Signature and Title

Section 8

**OMNIA Partners Requirements - Exhibit G**

DOC #2

**NON-COLLUSION AFFIDAVIT**

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

State of Indiana

County of Dubois

I, Don VanWinkle of the Jasper  
Name City

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

I am the Director of the firm of Kimball Office Inc.  
Title Company Name

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

Kimball Office Inc.  
Company Name

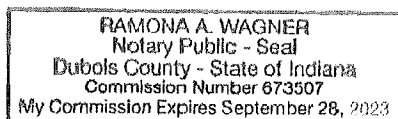
 Director  
Authorized Signature & Title

Subscribed and sworn before me

this 16 day of August, 2019

Ramona A. Wagner  
Notary Public of Indiana  
My commission expires 9, 2022

SEAL



Section 8

**OMNIA Partners Requirements - Exhibit G**

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DOC #3

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

**Company Name:** Kimball Office Inc.  
**Street:** 1600 Royal Street  
**City, State, Zip Code:** Jasper, IN 47546

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**


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

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

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

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

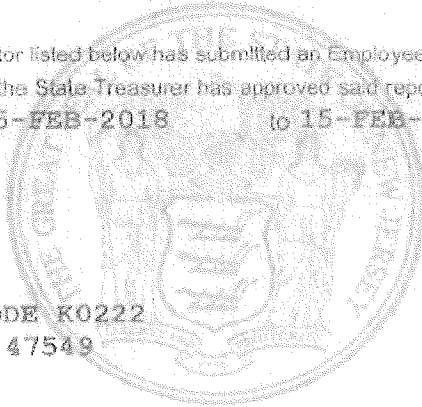
8/16/19  
Date

  
Authorized Signature and Title      Director

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

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

KIMBALL OFFICE INC.  
1600 ROYAL ST. MAIL CODE K0222  
JASPER IN 47549

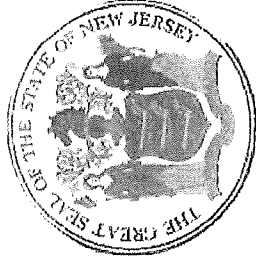


*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
Acting State Treasurer

Certificate Number  
11714

Registration Date: 03/08/2018  
Expiration Date: 03/07/2020



State of New Jersey  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance  
Public Works Contractor Registration Act

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

**Responsible Representative(s):**

Michael S. Wagner, President  
Michelle R. Schroeder, Vice-President  
John H. Kahle, Secretary  
James C. Thyen, CEO  
Douglas A. Habig, Chairman

**Responsible Representative(s):**

C. Allen Parker, Vice-President  
Donald W Van Winkle, Vice-President  
R. Gregory Kincer, Treasurer  
Robert F. Schneider, CFO  
John C Manchir, Operating Agent

Kimball Office Inc. dba Kimball  
**2018**

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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

Section 8

**OMNIA Partners Requirements - Exhibit G**

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DOC #3, continued

**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.

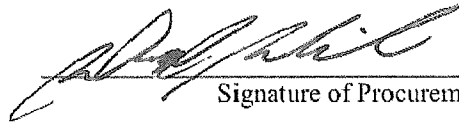
The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the 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.

Section 8

**OMNIA Partners Requirements - Exhibit G**

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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



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcd.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4, continued **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<sup>\*</sup>
- 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.**

<sup>\*</sup> 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."



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**



**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:  
[www.elec.nj.gov](http://www.elec.nj.gov)

**FORM BE**

**FOR STATE USE ONLY**

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

Date of Statement July 30, 2019

Activity for Calendar Year 2018

☐ Check if  
Amendment

**Part 2: Business Entity Information**

Business Name Kimball Office Inc.

Business Type Other Business Organization

Address 1 1600 Royal Street

Address 2 \_\_\_\_\_

City Jasper State Indiana Zip 47546

\*(Area Code) Telephone Number 800-482-1616

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Tonja Last Name Blackgrove

Title/Position State Contract Specialist Date July 30, 2019

\*(Area Code) Telephone Number 812-482-8573

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy - Lt. Governor Sheila Oliver

Search **All of NJ** select  Submit

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

## Pay-to-Play

### Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Kimball\_Form BE.pdf


Confirmation number : 20183030856

Business Entity Name : Kimball Office Inc.

Filing Year : 2018

The information was received on : 07/30/2019

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

 Print this page for your records.

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### Pay-to-Play

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**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**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:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 16 day of August.

2019 Ramona A. Wagner  
(Notary Public)

My Commission expires: 9-28-23

  
(Affiant)

Don VanWinkle, Director  
(Print name & title of affiant)

(Corporate Seal)

RAMONA A. WAGNER  
Notary Public - Seal  
Dubois County - State of Indiana  
Commission Number 673507  
My Commission Expires September 28, 2023

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: U C # 001218

Bidder/Officer: Kimball Office Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.


EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name \_\_\_\_\_ Relationship to Bidder/Officer \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Officer Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Don VanWinkle

Signature: 

Title: Director

Date: 3/16/19

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

09/28/11

Taxpayer Identification# 351-668-210/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 322  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

KIMBALL OFFICE INC.

TRADE NAME:

ADDRESS:

1600 ROYAL ST BOX 201

JASPER NJ 07546

EFFECTIVE DATE:

12/30/88

SEQUENCE NUMBER:

0100376

ISSUANCE DATE:

09/28/11



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**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.

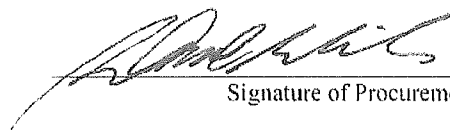
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/eddf/aa302bns.pdf>**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>351688210</b>		2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>938</b>	
4. COMPANY NAME <b>Kimball Office Inc.</b>					
5. STREET <b>1600 Royal St. Mail code KO222</b>		CITY <b>Jasper</b>	COUNTY <b>Dubois</b>	STATE <b>IN</b>	ZIP CODE <b>47549</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>Kimball Int'l Inc.</b>			CITY <b>Jasper</b>	STATE <b>IN</b>	ZIP CODE <b>47549</b>
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					<b>858</b>
10. PUBLIC AGENCY AWARDED CONTRACT					
Procurement Bureau		CITY <b>Trenton</b>	COUNTY <b>Mercer</b>	STATE <b>NJ</b>	ZIP CODE <b>08625</b>
Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER		

**SECTION B - EMPLOYMENT DATA**

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN
Officials/ Managers	94	56	38	0	1	0	1	54	0	0	0	1	37
Professionals	80	40	40	1	0	1	1	37	1	1	1	0	37
Technicians	69	54	15	0	0	0	0	54	0	1	1	0	13
Sales Workers	71	22	49	0	1	0	0	21	1	2	0	0	46
Office & Clerical	48	11	37	0	0	0	0	11	0	0	0	0	37
Craftworkers (Skilled)	285	206	79	0	2	0	0	206	0	1	1	0	77
Operatives (Semi-skilled)	246	131	115	2	8	1	1	119	1	1	0	1	112
Laborers (Unskilled)	32	23	9	0		0	0	0	0	0	0	1	8
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	938	552	386	3	12	2	3	532	3	6	3	3	371
Total employment From previous Report (if any)	1246	788	458	10	28	6	23	720	4	8	6	2	437
Temporary & Part- Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	13	9	4	0	0	0	0	9	0	0	0	0	4

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> 1 YES <input checked="" type="checkbox"/> 2 NO	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR <b>01 18 2018</b>
13. DATES OF PAYROLL PERIOD USED From <b>8/16/19</b> To <b>8/16/19</b>			

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Tonja L Blackgrove</b>		SIGNATURE	TITLE <b>State Contract Specialist</b>	DATE MO DAY YEAR <b>05 18 2015</b>
17. ADDRESS NO. & STREET <b>1600 Royal St Mail Code KO222</b>		CITY <b>Jasper</b>	COUNTY <b>Dubois</b>	STATE <b>IN</b>
		ZIP CODE <b>47546</b>	PHONE (AREA CODE NO. EXTENSION) <b>812 - 482 - 8573</b>	