### **City of Killeen**



#### Agenda

### **City Council**

Tuesday, July 1, 2025	3:00 PM	City Hall
1403443, 5413 1, 2525	0.001	Council Chambers
		101 N. College Street
		Killeen, Texas 76541

#### Call to Order and Roll Call

 \_\_\_\_ Debbie Nash-King, Mayor
 \_\_\_\_ Jessica Gonzalez

 \_\_\_ Ramon Alvarez
 \_\_\_\_ Jose Segarra

 \_\_\_ Anthony Kendrick
 \_\_\_\_ Joseph Solomon

 \_\_\_ Nina Cobb
 \_\_\_\_ Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

#### Presentations

1. <u>PR-25-014</u> 2025 Killeen Rodeo Presentation

Attachments: Presentation

#### Work Session

Discuss agenda items 2-8 for the July 1, 2025 Regular Session

#### **Citizen Comments on Agenda Items**

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one (1) time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

#### **Regular Session**

#### **Consent Agenda**

2. <u>MN-25-015</u> Consider Minutes of Regular City Council Meeting of June 3, 2025.

City Council		Agenda	
3.	<u>MN-25-016</u>	Consider Minutes of Special City Council Meeting of June 3, 2025.	
4.	<u>RS-25-104</u>	Consider a memorandum/resolution declaring a vacancy on the Senior Citizen Advisory Board and appointing a new member. <u>Attachments:</u> <u>Presentation</u>	or
5.	<u>RS-25-105</u>	Consider a memorandum/resolution accepting a grant for Homeland Security Grant Program Fiscal Year 2025, Project #5102801. <u>Attachments:</u> Award Letter Change in Scope Letter Presentation	
6.	<u>RS-25-106</u>	Consider a memorandum/resolution approving the purchase of furnity and equipment for the Killeen Emergency Operations Center, Fire Sta #4, Fire Training/Support Facilities and Police Department from multip vendors, in the amount of \$624,581.93. <u>Attachments:</u> Dailey and Wells Communications <u>Municipal Emergency Services</u> <u>North America Fire Equipment Co.</u> <u>Perry Office Plus</u> <u>Presentation</u>	ation
7.	<u>RS-25-107</u>	Consider a memorandum/resolution readopting the Governing Standa and Expectations with amendments. <u>Attachments:</u> <u>Amended Governing Standards and Expectations</u> <u>Presentation</u>	ards
8.	<u>RS-25-108</u>	Consider a memorandum/resolution setting July 22, 2025, at 3:00 p.n the date and time for the public hearing on the Fiscal Year 2026 Prop Budget to be held in City Council Chambers, 101 N. College Street, Killeen, Texas. <u>Attachments: Presentation</u>	
Discu	ssion Items		
9.	<u>DS-25-035</u>	Compensation Survey Review	
10.	<u>DS-25-036</u>	Receive Fiscal Year 2026 Proposed Annual Budget and Overview Provided by the City Manager	
11.	<u>DS-25-037</u>	Receive Fiscal Year 2026 Proposed Capital Improvement Program Overview	
Councilmember Requests for Future Agenda Items			

#### **12.** <u>RQ-25-007</u> Report regarding Women in Municipal Government Conference

#### Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on June 24, 2025.

Laura J. Calcote, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

#### Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

• Annual Central Texas Chapter AUSA Membership and Awards Dinner Meeting, June 26, 2025, 5:30 p.m., 9502 E. Trimmier Road

• Red White and Blue Music Festival, July 5, 2025, 6:00 p.m., 200 E. Ave. D

#### Dedicated Service -- Every Day, for Everyone!



### **City of Killeen**

Staff Report

File Number: PR-25-014

2025 Killeen Rodeo Presentation

# 2025 ANNUAL KILLEEN RODEO UPDATE





### Background

- 3
- The 78th Annual Rodeo Killeen brought the excitement of professional rodeo sports to the heart of Central Texas.
- Held at the Killeen Rodeo Grounds for the past 50 years, this long-standing tradition featured thrilling events including bull riding, barrel racing, saddle bronc, and the fan-favorite mutton bustin'.
- Rodeo Killeen serves as a celebration of Western heritage, family fun, and community pride — drawing visitors from across the state and beyond.

### **Event Overview**

- 4
- Event Dates: May 15–17, 2025
  - Total Visits: 13,200
  - Visitors: 11,700
  - Visitor Origin: 40+ U.S. cities, plus Guatemala, Brazil, & Australia
  - Year-over-Year Growth: +154%

### **Event Overview**

- 563 rodeo contestants participated.
  - Extended stays, travel crews, and gear-related needs made them a high-value tourism group that further enhances the economic

impact of the event.

- □ Airport Arrivals
  - 56 mobile devices were traced to Texas airports (AUS, DFW, GRK, IAH).
  - GRK had 38 visits.
  - Estimated 75–100 visitors arrived by air.

## **Community Impact**

- Over 5,000 pounds of food donated during the rodeo, directly benefiting families in Killeen.
- Global talent brought in with the help of City of Killeen's sponsorship – featuring over 18 world champions from the United States, Australia, Canda, Brazil and more.
- \$1,500 scholarship awarded to support youth pursuing education.

## **Special Hearts Rodeo**

- Hosted by Maxdale Cowboy Church and Rodeo Killeen
  - Held Saturday morning May 17, 2025, from 10 am-12 pm.
  - Staffed by volunteers and supported by the local community and businesses.
- Provided 88 individuals with special needs a chance to enjoy a real rodeo experience.
- Stations included barrel racing, roping, face painting, and petting zoo.

## **Special Recognition Nights**

- Thursday: Active military and dependents honored with free admission.
  - Big Hoss BBQ and AUSA hosted free BBQ dinner for soldiers and family.
- □ Friday: City of Killeen employees received free entry.
- □ Saturday: Educators (KISD, CTC, TAMUCT) received free entry.
- Every night veterans with proof honored with free entry courtesy of Dominion Energy.

### **Estimated Visitor Spending**

Category	Estimated Economic
Day Visitors 70% of visitors (8,190 X \$50)	\$409,500
Out of Town Visitors 30 % of visitors (3,510 X \$250)	\$877,500
Alcohol Sales (3 nights)	\$25,344
Hotel Revenue (133 rooms × \$110)	\$14,630
Estimated Economic Impact Total	\$1,326,974

## **Cowboy Channel Streaming Stats**

- 1,300 total playbacks
  - Rodeo video or broadcast was started.
- □ 1,500+ Hours Streamed
  - Online and Cowboy Channel App.
  - Significant online exposure nationwide via Western Sports Network.
- □ Reinforced Rodeo Killeen's regional and national visibility.

# KCVB KWTX Digital Campaign

- 11
- Killeen Convention and Visitors Bureau (KCVB) partnered with KWTX.
- Over 1 million people saw rodeo ads on their website, in news articles, and video content.
- The ads were targeted to people in nearby cities including Temple, Harker Heights, Belton, Salado, Lampasas, Waco, & Austin.
- KWTX featured Rodeo Killeen & Special Hearts Rodeo on air.
   6-minute news interview aired the day before opening night.

## **Expanded Media Coverage Highlights**

- 12
- □ 265 TV commercials aired across regional networks.
- □ 100 Radio commercials aired.
- 6 Print stories and 4 Video interviews featured in the Killeen Daily Herald.
- 30 Outdoor digital billboard placements.
- □ 9 Live news interviews. (studio + arena)
- □ Coverage included: KWTX, KCEN, KXXV.
- Broadened exposure for Rodeo Killeen across Central Texas.

### **Facility Improvements**

- □ Arena sand/footing improvements.
- Overhead covers above VIP sections/bucking chutes.
- Overhead covers for cooking area.
- Overhead covers for stock pens.
- Added water lines and stock tanks.
- □ Concession stand screens.

## Planned Facility Improvements

- 14
- Remove millings and possible pavement to improve ADA access.
- □ Additional pens.
- Remove obsolete equipment/material.
- Repaint concession stand buildings.

## Expanding Use & City Partnership

- Increased Use of Rodeo Grounds
  - Quarterly Barrel Races.
  - Bull and Bronc Riding events.
- City & Rodeo Committee Partnership
  - Improvements funded by both City of Killeen and the Rodeo Committee.
  - Numerous volunteer hours and free labor contributed by committee members and community.
  - Shared goal: Long-term investment in the Rodeo Grounds as a tourism and community venue.

## Summary

- 16
- The Killeen Rodeo drew thousands of attendees from Texas and beyond, filling local hotels, generating alcohol and hospitality revenue, and showcasing Killeen as a tourism destination.
- With an estimated \$1.3 million in economic impact, the event directly aligns with the goals and justified use of Hotel Occupancy Tax (HOT) funds.

### City of Killeen



#### **Staff Report**

#### File Number: MN-25-015

Consider Minutes of Regular City Council Meeting of June 3, 2025.

#### **City of Killeen**

City Council Meeting Killeen City Hall June 3, 2025 at 3:00 p.m.

- Presiding: Mayor Debbie Nash-King
- Attending:Mayor Protem Riakos Adams (via Zoom), Councilmembers Anthony Kendrick, Nina<br/>Cobb, Jose Segarra, Joseph Solomon and Ramon Alvarez
- Absent: Jessica Gonzalez

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, Deputy City Attorney Asha Pender, City Secretary Laura Calcote and Sergeant-at-Arms Guerrero

Don Smith gave the invocation. Councilmember Kendrick led everyone in the Pledge of Allegiance.

#### Approval of Agenda

Motion was made by Councilmember Solomon to approve the agenda, as presented. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).

#### Presentations

- PR-25-012
   Parks Facility Sponsorship Process

   Sportsman Solutions Vice President, Ryan Patrick, presented an overview of the company, which is a comprehensive service provider in securing naming rights and developing sponsorship strategies throughout the United States.
- PR-25-013 Discuss Proposed FY 2025-2026 Budget related to

Tax Appraisal District of Bell County

Bell County Communications Center

Hill Country Transit District (the HOP)

#### National Mounted Warfare Foundation

Killeen Economic Development Corporation

Families In Crisis, Inc.

Children's Advocacy Center of Central Texas

Innovation Black Chamber of Commerce

Bell County Public Health

Each of the aforementioned organizations presented an overview of their services and products for the Killeen community and requested funding from the City for the next fiscal year.

#### **Work Session**

Discuss agenda items 3 - 11 for the June 3, 2025 Regular Session

#### **Citizen Comments on Agenda Items**

Leo Gukeisen spoke regarding PR-25-013.

Michael Fornino spoke regarding PR-25-013 and DS-25-031.

Mellisa Brown spoke regarding PR-25-013, RS-25-087, DS-25-027 and DS-25-028.

#### **Regular Session**

#### **Consent Agenda**

MN-25-011 Consider Minutes of Regular City Council Meeting of May 6, 2025. MN-25-012 Consider Minutes of Special City Council Meeting of May 13, 2025 at 4:00 p.m. MN-25-013 Consider Minutes of Special City Council Meeting of May 13, 2025 at 5:00 p.m. RS-25-087 Consider a memorandum/resolution approving a lease agreement with BTS TOWERS, LLC. to build a 50' x 50' lease area for a monopole cell tower and utilize a 30' wide access & utility easement at Lion's Club Park. RS-25-088 Consider a memorandum/resolution renewing the agreement with Pattillo, Brown & Hill, LLP to provide independent auditing services for the City of Killeen for the fiscal year ending September 30, 2025. RS-25-089 Consider a memorandum/resolution approving the investment reports for the quarter

ended December 31, 2024, and March 31, 2025.

- **RS-25-090** Consider a memorandum/resolution authorizing a letter of agreement with Pump Solutions, Inc., for removal and installation of two (2) submersible chopper pumps at Lift Station No. 20, in the amount of \$123,000.00.
- **RS-25-091** Consider a memorandum/resolution renewing Group Employee Medical and Pharmaceutical Benefits with Blue Cross and Blue Shield of Texas and employee dental insurance with MetLife, effective October 1, 2025.

Mayor Nash-King left the meeting. Councilmember Solomon became the presiding officer.

Motion was made by Councilmember Segarra to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (5-0).

#### Resolutions

**RS-25-092** Consider a memorandum/resolution appointing Councilmembers to various boards, commissions and committees.

Staff Comments: Laura Calcote, City SecretaryMs. Calcote presented this item to City Council for discussion and consideration. Ms.Calcote was available to provide additional information and to answer questions.

Motion was made by Councilmember Segarra to approve RS-25-092. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (5-0).

#### **Discussion Item**

DS-25-027	Litter Crew Update
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Staff Comments: Jeffery Reynolds, Executive Director of Public Works Mr. Reynolds presented this item to City Council for discussion. Mr. Reynolds was available to provide additional information and to answer questions.

**DS-25-028** Homeserve ROW Sewer Warranty Program Renewal

Staff Comments: Jeffery Reynolds, Executive Director of Public Works Mr. Reynolds presented this item to City Council for discussion. Mr. Reynolds was available to provide additional information and to answer questions.

**DS-25-029** Receive 1st and 2nd Quarterly Financial Report

Staff Comments: Judith Tangalin, Executive Director of Finance Ms. Tangalin presented this item to City Council for discussion. Ms. Tangalin was available to provide additional information and to answer questions.

DS-25-030 Discuss Fiscal Year 2026 Fee Schedule

Staff Comments: Judith Tangalin, Executive Director of Finance Ms. Tangalin presented this item to City Council for discussion. Ms. Tangalin was available to provide additional information and to answer questions.

DS-25-031 Fiscal Year 2026 Budget Preview

Staff Comments: Kent Cagle, City Manager Mr. Cagle presented this item to City Council for discussion. Mr. Cagle was available to provide additional information and to answer questions.

#### Adjournment

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Cobb, and unanimously approved, the meeting was adjourned at 8:03 p.m.

### **City of Killeen**



#### Staff Report

#### File Number: MN-25-016

Consider Minutes of Special City Council Meeting of June 3, 2025.

#### **City of Killeen**

City Council Meeting Killeen City Hall June 3, 2025 at 8:13 p.m.

Presiding:	Councilmember Joseph Solomon
Attending:	Mayor Protem Riakos Adams (via Zoom), Councilmembers Anthony Kendrick, Nina Cobb, Jose Segarra, Joseph Solomon and Ramon Alvarez
Absent:	Debbie Nash-King and Jessica Gonzalez
	Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, Deputy City Attorney Asha Pender and City Secretary Laura Calcote

#### Approval of Agenda

Motion was made by Councilmember Alvarez to approve the agenda, as presented. Motion was seconded by Councilmember Cobb. The motion carried unanimously (5-0).

#### **Citizen Comments on Agenda Items**

There were no citizen comments.

#### **Public Hearings**

PH-25-027 Hold a public hearing on a Substantial Amendment to Annual Action Plans for Program Years 2017, 2021, 2022, and 2023 to reprogram HOME funds to provide for affordable housing activities and to remove the City's requirement under the 2020-24 Consolidated Strategic Plan for HUD Certified Housing Counseling to provide services to recipients as a provision of the HOME Program Tenant Based Rental Assistance (TBRA).

> Staff Comments: Tiffanie McNair, Executive Director of Community Development Ms. McNair presented this item to City Council for discussion. Ms. McNair was available to provide additional information and to answer questions.

Councilmember Solomon opened the public hearing.

Michael Fornino spoke regarding PH-25-027.

Mellisa Brown spoke regarding PH-25-027.

Sean Price spoke regarding PH-25-027.

With no one else appearing, the public hearing was closed.

#### No action was taken on this item.

PH-25-028 Hold a public hearing and inform the public of a comment period from June 9-July 15, 2025, to receive citizen participation and comment regarding the five-year 2025-29 Consolidated Plan draft and the proposed activities under the FY 2025-26 Annual Action Plan describing use of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and the use of HOME American Rescue Plan (ARP) program funds (1st of 2 Public Hearings).

Staff Comments: Tiffanie McNair, Executive Director of Community Development Ms. McNair presented this item to City Council for discussion. Ms. McNair was available to provide additional information and to answer questions.

Councilmember Solomon opened the public hearing.

Michael Fornino spoke regarding PH-25-028.

Mellisa Brown spoke regarding PH-25-028.

Sean Price spoke regarding PH-25-028.

Maureen Jouett spoke regarding PH-25-028.

With no one else appearing, the public hearing was closed.

No action was taken on this item.

**PH-25-029** Hold a public hearing and inform the public of a comment period from June 9- July 15, 2025, to receive citizen participation and comment regarding revision to the City of Killeen Citizen Participation Plan (1st of 2 Public Hearings).

Staff Comments: Tiffanie McNair, Executive Director of Community Development Ms. McNair presented this item to City Council for discussion. Ms. McNair was available to provide additional information and to answer questions.

Councilmember Solomon opened the public hearing.

Michael Fornino spoke regarding PH-25-029.

Mellisa Brown spoke regarding PH-25-029.

Sean Price spoke regarding PH-25-029.

With no one else appearing, the public hearing was closed.

No action was taken on this item.

#### Adjournment

With no further business, upon motion being made by Councilmember Segarra, seconded by Councilmember Alvarez, and unanimously approved, the meeting was adjourned at 9:31 p.m.

### City of Killeen



Staff Report

File Number: RS-25-104

Consider a memorandum/resolution declaring a vacancy on the Senior Citizen Advisory Board and appointing a new member.

- DATE: July 1, 2025
- TO: Kent Cagle, City Manager

FROM: Antonio Murphy, Executive Director of Parks and Recreation

#### SUBJECT: Appointing a Citizen member to the Senior Citizen Advisory Board

#### **BACKGROUND AND FINDINGS:**

The Mayor and City Council make annual appointments to the various boards, commissions, and committees each year and throughout the year.

Senior Citizen Advisory Board Chairperson, Darrin Turley, sent a letter to the City Manager's Office notifying staff that Commissioner Donna McPherson had missed three (3) consecutive meetings in a twelve-month period.

To declare a vacancy and make appointments to fill the unexpired term of the vacancy, City Council action is required.

#### **THE ALTERNATIVES CONSIDERED:**

N/A

#### Which alternative is recommended? Why?

N/A

#### **CONFORMITY TO CITY POLICY:**

This item conforms with state and local policies.

Current Member	Status	New Member	Comments
Donna McPherson	To be removed	Tamara Williams	Unexpired term 2024-2027

#### FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

N/A

Is this a one-time or recurring revenue/expenditure?

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

#### Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

#### **RECOMMENDATION:**

It is recommended that the City Council declare a vacancy and appoint an individual to fill the identified unexpired term on the Senior Citizen Advisory Board.

#### **DEPARTMENTAL CLEARANCES:**

Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Presentation

# SENIOR CITIZEN ADVISORY BOARD APPOINTMENT



## Background

- 2
- The Senior Citizen Advisory Board Chairperson, Darrin Turley, sent a letter to the City Manager's Office notifying staff that one of the Board members had missed three (3) consecutive Board meetings in a twelve-month period and requested City Council declare the position vacant and assign a replacement for the position.
- Section 2-118 of the Code of Ordinances (Declaration of position vacancy due to excessive absences) outlines the procedure for removal of a member.

### **Board Member**

### Senior Citizen Advisory Board (All Council)

<b>Current Member</b>	Status	New Member	Comments
Donna	To be	Tamara Williams	Unexpired term 2024-
McPherson	removed		2027

### Recommendation

- 4
- Staff recommends that City Council declare a vacancy and appoint Tamara Williams to fill the vacancy, as selected by the City Council sub-committee.

### City of Killeen



Staff Report

File Number: RS-25-105

Consider a memorandum/resolution accepting a grant for Homeland Security Grant Program Fiscal Year 2025, Project #5102801.

DATE: July 1, 2025

TO: City Manager, Kent Cagle

FROM: Sara Williams, Director of OSHEM

#### SUBJECT: Accept Grant Award for HSGP Project 5102801

#### **BACKGROUND AND FINDINGS:**

The Federal Emergency Management Agency (FEMA) annually establishes National Priority Areas (NPA) for the Homeland Security Grant Program (HSGP) and requires the State to dedicate at least 30% of Texas State Homeland Security Program (SHSP) funds to projects under these NPAs. Staff submitted a project under the NPA of Information and Intelligence Sharing/Cooperation. This grant application was awarded.

Allowable project costs include the purchase and installation of equipment that secure, protect and manage risks to election infrastructure from foreign or domestic influence or weaken the integrity of elections, including security measures at polling locations. The funds will be used to purchase mobile camera systems that can be placed at any polling location during an election.

City staff applied for a total of \$49,024.00 and was awarded regional funding through the Texas Office of the Governor eGrants System.

#### THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

#### **CONFORMITY TO CITY POLICY:**

All purchases with the grant funds will adhere to city, state, and federal purchasing policies.

#### FINANCIAL IMPACT:

### What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The performance period of this grant is 10/01/2024 - 9/30/2025 and will not be more than the \$49,024 awarded.

#### Is this a one-time or recurring revenue/expenditure?

One-time

#### Is this revenue/expenditure budgeted?

Yes, revenue and expenditures are budgeted in the Emergency Management Special Revenue Fund. The grant revenue received will be applied to account number 235-43200-250-250-250-25502. The total expenditure will be applied to account number 235-56315-250-250-22502.

#### If not, where will the money come from?

N/A

#### Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

#### **RECOMMENDATION:**

Staff recommends the City Council authorize the City Manager, or Designee, to act as the authorized official for the HSGP award #5102801 though the TX Office of the Governor to execute the necessary grant documents and any and all amendments within amounts set by the state and local law and allow the Mayor to execute the attached resolution.

#### **DEPARTMENTAL CLEARANCES:**

Finance Legal IT

#### **ATTACHED SUPPORTING DOCUMENTS:**

Award Letter Change in Scope Letter Presentation

#### -Statement of Grant Award (SOGA)-

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:		5102801	Award Amount:	\$49,024.00	
Date Awarded:		10/4/2024	Grantee Cash Match:	\$0.00	
<b>Grant Period:</b>		10/01/2024 - 09/30/2025	Grantee In Kind Match:	\$0.00	
Liquidation Date:		12/29/2025	Grantee GPI:	\$0.00	
Program Fund:		HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$49,024.00	
Grantee Name:		Killeen, City of			
<b>Project Title:</b>		ES - Physical Site Security Measures			
Grant Manager:		Mitch Hachey			
Unique Entity Ider (UEI):	ntifier	LKV2KLTN9M48			
CFDA:	97.067 - H	omeland Security Grant Program (HSGP)			
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency				
Federal Award Date:	9/19/2024				
Federal/State Award ID Number:	EMW-2024-SS-05096				
Total Federal Award/State Funds Appropriated:	\$92,871,592.00				

4/25, 5:01 PM	Office of the Governor
Pass Thru Entity Name:	Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.



The Texas Office of the Governor submitted a request to change the scope/objective of an approved investment under the FY24 Homeland Security Grant Program (HSGP) – SHSP on behalf of the subrecipients listed in the table below and for the following change in scope/objective to previously approved National Priority Area (NPA) project(s):

Subrecipient Name	Project Title	NPA Investment Name	Approved/Not Approved
City of Killeen- SHSP	5102801 - ES - Physical Site Security Measures	Enhancing Election Security	Approved
Dallas County- DFWA UASI	4898802 - ES - 2024 UASI - Dallas County - Election Security Cameras	Enhancing Election Security	Approved

The Preparedness Officer also certifies that with these changes, Texas Office of the Governor meets the minimum spending requirements for the National Priority Investments.

#### SHSP:

National Priority Investment (List All)	Minimum Spending Requirement Amount	Confirmation of Minimum Spending Requirement (Yes or No)
Information and Intelligence Sharing and Cooperation Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Election Security Investment	\$491,683	Yes
Soft Targets/Crowded Places Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Domestic Violent Extremism Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Cybersecurity Investment	No Required Minimum but counts toward 30% Overall Minimum	N/A
Community Preparedness Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Overall 30% Required Minimum	\$4,916,822	Yes

#### UASI:

Dallas/Fort Worth/Arlington:

National Priority Investment (List All)	Minimum Spending Requirement Amount	Confirmation of Minimum Spending Requirement (Yes or No)
Information and Intelligence Sharing and Cooperation Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Election Security Investment	\$448,237	Yes
Soft Targets/Crowded Places Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Domestic Violent Extremism Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Cybersecurity Investment	No Required Minimum but counts toward 30% Overall Minimum	N/A
Community Preparedness Investment	No Required Minimum but counts toward 30% Overall Minimum	Yes
Overall 30% Required Minimum	\$4,482,370	Yes

The changes submitted by Texas Office of the Governor on May 21, 2025, are effective.

## ACCEPT HOMELAND SECURITY GRANT FUNDS TO PURCHASE MOBILE CAMERA UNITS

RS-25-105 July 1, 2025

## Background

- 2
- FEMA established Information and Intelligence Sharing/ Cooperation and Election Site Security as National Priority Areas for Homeland Security funding in FY 25.
- OHSEM staff submitted a grant application under the FY25 Homeland Security Grant Program and was awarded to purchase security cameras and access control devises for 8 fire stations used as polling locations.
- OHSEM Staff submitted, and approved, for a scope adjustment after it was found these locations had ADA concerns.

## Background

- 3
- This approved project is to purchase 2 mobile surveillance trailers, equipped with cameras, self-contained generators and mobile connectivity that will be utilized at polling locations during National, State, Regional, and Local elections, or other locations of concern.
- This activity supports the Police and Fire Departments in upholding public safety during the election process, and during any large events.

## Background

- 4
- The Homeland Security Grant Program requires a formal acceptance of the grant funds from City Council.
- □ The cost of purchasing the camera surveillance trailers is
- The Texas Office of the Governor awarded \$49,024.00 under the Homeland Security Grant Program, with no local match.

## **Example of Camera Trailers**

Included
 VIN & Certificate of Origin
 Custom Wrap
 5-Year Equipment Warranty
 Lifetime Technical Support
 Delivery Setup & Training



## Recommendation

Staff recommends the City Council accept the Homeland Security Grants funds and approve the purchase of the 2 mobile camera surveillence trailers, and authorize the City Manager, or designee, be expressly authorized to execute any and all change orders set within the amounts set by state and local law.

### City of Killeen



Staff Report

File Number: RS-25-106

Consider a memorandum/resolution approving the purchase of furniture and equipment for the Killeen Emergency Operations Center, Fire Station #4, Fire Training/Support Facilities and Police Department from multiple vendors, in the amount of \$624,581.93.

3440 E. Houston St., San Antonio, TX 78219

#### Bill To:

Jeff Corbitt City of Killeen, TX E-Mail Invoices To: kbell@killeentexas.gov 101 N. College St Killeen, TX 76541 +1 (254) 501-6560 jcorbitt@killeentexas.gov

#### Ship To:

City of Killeen, TX Police Department 3304 Community Blvd Killeen, TX 76542

# HGACBuy RA05-21

Sales Person:

+1 (281) 713-0405

Michael Lee Lockwood



L3HARRIS

 Quote Number:
 2025-4307

 Terms:
 Net 30 Days

 Date:
 06/11/2025

 Valid Until:
 08/02/2025

michael.lockwood@dwcomm.com

**Quote Title:** 22 - XL-185P Portable Radios

HGACBuy RA05-21 XL-185P Portable Radios

Line	Qty.	Part Number	Description	List Price	Disc.	Unit Price	Ext. Price
1	22	XS-PFS1M-NA	PORTABLE,XL-185P,7/8,FKP,BLK,US,NA	\$ 2,750.00	26%	\$ 2,035.00	\$ 44,770.00
2	22	XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	\$ 0.01	26%	\$ 0.01	\$ 0.22
3	22	XS-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 4,477.00
4	22	XS-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.22
5	22	XS-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.22
6	22	XS-PKGPT	FEATURE PACKAGE, P25 TRUNKING	\$ 1,800.00	26%	\$ 1,332.00	\$ 29,304.00
7	22	XS-PL4L	FEATURE, SINGLE BAND 7/800	\$ 0.01	26%	\$ 0.01	\$ 0.22
8	38	XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	\$ 195.00	26%	\$ 144.30	\$ 5,483.40
9	22	XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	\$ 45.00	26%	\$ 33.30	\$ 732.60
10	22	XS-AE4B	SPEAKER MICROPHONE, EMER BUTTON	\$ 255.00	26%	\$ 188.70	\$ 4,151.40
11	22	14036-4000-03	CASE,LEATHER,PREM,BELT LOOP,D-SWIVEL,LTE	\$ 175.00	26%	\$ 129.50	\$ 2,849.00
12	22	XS-CH6F	CHARGER, DESKTOP, SINGLE BAY +	\$ 250.00	26%	\$ 185.00	\$ 4,070.00

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

If your purchasing policy requires shipping charges added to the order, please advise your sales representative prior to submitting a purchase order.

#### **Quotation Totals**

Currency:	US Dollar
Subtotal:	\$ 95,838.28
Total:	\$ 95,838.28

Sales Person Signature

CONFIDENTIAL QUOTE

3440 E. Houston St., San Antonio, TX 78219



Purchase Order to be issued to: Dailey and Wells Communications, Inc. 3440 E. Houston St. San Antonio, TX 78219

Dailey and Wells Communications, Inc. is registered with: Wide Area Workflow (WAWF) System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a: Certified MBE - Small Business Enterprise Certified MBE - Minority Business Enterprise Certified ABE - Asian American Business Enterprise Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279 CAGE Code: 0EC35 DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number - Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable

- Requested Delivery Date
 - If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable

Shipping will default to Best Way, 5 day ground, unless otherwise specific
 Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
 Bill to and Ship to addresses must be included.

This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

3440 E. Houston St., San Antonio, TX 78219

Contract: HGAC RA05-21

L3HARRIS

DAILEY-WELLS

Bill To: Shane Jones City of Killeen, TX E-Mail Invoices To: kbell@killeentexas.gov 101 N. College St Killeen, TX 76541 12545016632 msjones@killeentexas.gov			Quote Qu V	Quota Number: 202 Terms: Net note Date: 01/2 alid Until: 06/0 print Date: 04/1	5-3969 30 Days 22/2025 01/2025		
		itle: Station 4 - Rad Mobiles (Engine, Me	lio Equipment (Quote 1)			.ee Lockwood ckwood@dwcd	C
Line	and the second	Part Number	Description	A STATE OF STATE	List Price	Unit Price	Ext. Price
1	3	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	Section 199	\$ 4,275.00	\$ 3,163.50	\$ 9,490.50
2	3	XZ-PL4J	FEATURE, VHF BAND		\$ 600.00	\$ 444.00	\$ 1,332.00
3	3	XZ-PL4K	FEATURE, UHF BAND		\$ 600.00	\$ 444.00	\$ 1,332.00
4	3	XZ-PL4L	FEATURE, 700/800 MHZ BAND		\$ 600.00	\$ 444.00	\$ 1,332.0
5	3	XZ-PL4U	FEATURE, XL200M SINGLE-KEY	DES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.03
6	3	XZ-PL9E	FEATURE, XL200M SINGLE-KEY		\$ 0.01	\$ 0.01	\$ 0.0
7	3	XZ-PL4F	FEATURE, PHASE 2 TDMA		\$ 275.00	\$ 203.50	\$ 610.50
-	-			and the second			A 0 000 0

FEATURE PACKAGE, P25 TRUNKING

ANTENNA, FLEX, HEAVY DUTY

SPEAKER, EXTERNAL, MOBILE

CONTROL UNIT, XL-CH

KIT, MOUNTING XL-MOBILE UNIVERSAL

MICROPHONE, XL, STANDARD MOBILE

ANTENNA, BASE, STD ROOF MOUNT LOW LOSS

CABLE, XL-MOBILE, SPEAKER ACCESSORY

					Total:	\$ 24,664.26
	and a start of the second	Portables (Engine) Part Number	Description	List Price	Unit Price	Ext. Price
1	5	XF-PFM1P-NA	PORTABLE,XL-400P,XTRMKP,PGRN,NA	\$ 9,995.00	\$ 7,396.30	\$ 36,981 50
2	5	XF-FW2X	OPERATION, LOAD NIFOG PERSONALITY	\$ 0.01	\$ 0.01	\$ 0.05
3	5	XF-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.05
4	5	XF-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.05
5	5	XF-PKGPT	FEATURE PACKAGE, P25 TRUNKING	\$ 1,800.00	\$ 1,332.00	\$ 6,660.00
6	5	XF-PL4F	FEATURE, P25 PHASE 2 TDMA	\$ 275.00	\$ 203.50	\$ 1,017.50
7	5	XF-PKGF1	FEATURE PACKAGE, ALL BANDS, V+U+7/800	\$1,775.00	\$ 1,313.50	\$ 6,567.50
8	10	XF-PA4N	BATTERY, LI-ION, XTRM	\$ 275.00	\$ 203.50	\$ 2,035.0
9	5	XF-AN9F	ANTENNA, FLEX, HELICAL, XTRM, 136-870 MHZ	\$ 140.00	\$ 103.60	\$ 518.0
10	5	XF-AE3H	SPKR MIC, XL XTRM, NFPA 1802 W/UDC, GRN	\$ 825.00	\$ 610.50	\$ 3,052.50
11	5	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	\$ 365.00	\$ 270.10	\$ 1,350.50
12	5	XF-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-400P	\$ 265.00	\$ 196.10	\$ 980.5
13	5	XF-CH6F	CHARGER, SINGLE BAY +	\$ 250.00	\$ 185.00	\$ 925.0
14	2	XF-CH6G	CHARGER, 6-BAY, PREMIUM, XL-400P	\$ 945.00	\$ 699.30	\$ 1,398.60
10000		- ACC - 2007 (30)	XL-400P Radios Include Homeland 6 Nylon Radio Holster,			100.00

XZ-PKGPT

XZ-MA4A

XZ-MC6A

XZ-AN6U

XZ-LS6A

XZ-CA6F

3 XZ-CP6A

3 XZ-AN7G

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Dailey-Wells Main Phone Number: (210) 893-6500 | Website: www.dwcomm.com

1/4

\$ 3,996.00

\$ 1,098.90

\$ 233.10

\$ 555.00

\$ 177.60

\$ 133.20

\$ 266.40

\$ 4,107 00

\$ 24,664.26

\$ 1,332.00

\$ 366.30

\$77.70

\$ 185.00

\$ 59.20

\$ 44.40

\$ 88.80

\$ 1,369.00

Subtotal:

\$ 1,800.00

\$ 495.00

\$ 105.00

\$ 250.00

\$ 80.00

\$ 60.00

\$ 120.00

\$1,850.00

# Dailey and Wells Communications, Inc. 3440 E. Houston St., San Antonio, TX 78219

Contract: HGAC RA05-21

DAILEY-WELLS

L3HARRIS

1.2	nnP I	Portables (Medic)			Subtotal: Total:	\$ 61,486.75 \$ 61,486.75
ine	24270	Part Number	Description	List Price	Unit Price	Ext. Pric
1	3	XL-PFM1P-NA	PORTABLE,XL-200P,FKP,PGRN,US,NA	\$ 3,950.00	\$ 2,923.00	\$ 8,769.0
2	3	XL-FW2X	OPERATION.LOAD NIFOG PERSONALITY	\$ 0.01	\$ 0.01	\$ 0.0
3	3	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.0
4	3	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.0
5	3	XL-PKGPT	FEATURE PACKAGE, P25 TRUNKING	\$ 1,800.00	\$ 1,332.00	\$ 3,996.0
6	3	XL-PL4F	FEATURE, P25 PHASE 2 TDMA	\$ 275.00	\$ 203.50	\$ 610.
7	3	XL-PKGF1	FEATURE PACKAGE, ALL BANDS, V+U+7/800	\$ 1,795.00	\$ 1,328.30	\$ 3,984.
8	6	XL-PA4K	BATTERY, LI-ION, HI-CAPACITY, 4800MAH	\$ 215.00	\$ 159.10	\$ 954.
9	3	XL-NC5Z	ANTENNA, FLEX, HELICAL, 136-870 MHZ	\$ 125.00	\$ 92.50	\$ 277.
10	3	XL-AE3H	SPKR MIC, XL XTRM, XL200P, GRN	\$ 825.00	\$ 610.50	\$ 1,831.
11	3	XL-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-200P	\$ 265.00	\$ 196.10	\$ 588.
12	3	XL-CH6F	CHARGER, SINGLE BAY +	\$ 250.00	\$ 185.00	\$ 555.0
13	3	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	\$ 365.00	\$ 270.10	\$ 810.3
14	3	XF-HC7P	CASE, EXTREME RADIO	\$ 160.00	\$ 118.40	\$ 355.2
15	3	XF-HC7L	STRAP, EXTREME REFLECTIVE, STANDARD LENGTH	\$ 125.00	\$ 92.50	\$ 277.5
16	3	XF-HC7R	ANTI-SWAY STRAP, EXTREME	\$ 20.00	\$ 14.80	\$ 44.
1					Subtotal: Total:	\$ 23,054.79 \$ 23,054.79
-		Station Radio	Description	List Price		\$ 23,054.79
ine	Qty	Part Number	Description MOBILE,XL-85M,700/800 MHZ,35W	List Price \$ 2,500.00	Total:	\$ 23,054.79 Ext. Price
ine 1		XQ-M78B	MOBILE,XL-85M,700/800 MHZ,35W	and the second se	Total: Unit Price	\$ 23,054.79 Ext. Pric \$ 1,850.
1 2	Qty 1	Part Number		\$ 2,500.00	Total: Unit Price \$ 1,850.00	\$ 23,054.79 Ext. Pric \$ 1,850.1 \$ 0.1
1 2 3	<b>Qty</b> 1	XQ-M78B XQ-PL4U XQ-PL9E	MOBILE,XL-85M,700/800 MHZ,35W FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 2,500.00 \$ 0.01	Total: Unit Price \$ 1,850.00 \$ 0.01	\$ 23,054.79 <u>Ext. Pric</u> \$ 1,850. \$ 0. \$ 0. \$ 0.
1 2	Qty 1 1 1	XQ-M78B XQ-PL4U	MOBILE,XL-85M,700/800 MHZ,35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 2,500.00 \$ 0.01 \$ 0.01	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 0.01	\$ 23,054.79 Ext. Pri: \$ 1,850. \$ 0. \$ 0. \$ 0. \$ 203.
ine 1 2 3 4 5	Qty 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F	MOBILE,XL-85M,700/800 MHZ,35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA	\$ 2,500.00 \$ 0.01 \$ 0.01 \$ 275.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 0.01 \$ 203.50 \$ 0.01	\$ 23,054.79 Ext. Pric \$ 1,850. \$ 0. \$ 0. \$ 203. \$ 0. \$ 203. \$ 0.
1 2 3 4	Qty. 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L	MOBILE,XL-85M,700/800 MHZ,35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND	\$ 2,500.00 \$ 0.01 \$ 0.01 \$ 275.00 \$ 0.01	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00	\$ 23,054.79 Ext. Pri- \$ 1,850. \$ 0. \$ 0. \$ 203. \$ 0. \$ 888.
ine 1 2 3 4 5 6 7	Qty 1 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L XQ-PKGPT	MOBILE,XL-85M,700/800 MHZ,35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING	\$ 2,500.00 \$ 0.01 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00 \$ 536.50	\$ 23,054.79 Ext. Pric \$ 1,850.0 \$ 0.0 \$ 203 \$ 0.0 \$ 0.0 \$ 203 \$ 0.0 \$ 0.0 \$ 203 \$ 0.0 \$ 0.0 \$ 203 \$ 0.0 \$
ine 1 2 3 4 5 6	Qty 1 1 1 1 1 1 1 1	XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L XQ-PKGPT XQ-CA6L	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00 \$ 536.50 \$ 77.70	
ine 1 2 3 4 5 6 7 8	Qty 1 1 1 1 1 1 1 1 1	Part Number         XQ-M78B         XQ-PL4U         XQ-PL9E         XQ-PL4F         XQ-PL4L         XQ-PL4L         XQ-PCA6L         XQ-CA6C	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00 \$ 536.50 \$ 77.70 \$ 181.30	\$ 23,054.79 Ext. Pric \$ 1,850.7 \$ 0.7 \$ 0.7 \$ 203.3 \$ 203.3 \$ 0.7 \$ 203.3 \$ 0.7 \$ 203.3 \$ 0.7 \$ 203.3 \$ 203.3 \$ 0.7 \$ 203.3 \$ 203.5 \$ 205.5 \$ 205.5
ine 1 2 3 4 5 6 7 8 9	Qty 1 1 1 1 1 1 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PKGPT XQ-CA6L XQ-CA6C XQ-MC6C	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00 \$ 536.50 \$ 77.70 \$ 181.30 \$ 185.00	\$ 23,054.79 Ext. Pric \$ 1,850. \$ 0.0 \$ 0.0 \$ 203.0 \$ 203.0 \$ 0.0 \$ 203.0 \$ 203.0 \$ 0.0 \$ 203.0 \$ 203.0
1 2 3 4 5 6 7 8 9 10	Qty 1 1 1 1 1 1 1 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L XQ-PKGPT XQ-CA6L XQ-CA6C XQ-MC6C XQ-CA6M	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00 \$ 536.50 \$ 77.70 \$ 181.30 \$ 185.00 \$ 44.40	\$ 23,054.79 Ext. Pri: \$ 1,850. \$ 0. \$ 0. \$ 203. \$ 181. \$ 185. \$ 185. \$ 44.
ine 1 2 3 4 5 6 7 8 9 10 11 12	Qty 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L XQ-PKGPT XQ-CA6L XQ-CA6C XQ-CA6C XQ-CA6C XQ-CA6M XQ-LS6A XQ-LS6A XQ-MA4F	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, 700/800 MHZ BAND FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY SPEAKER, EXTERNAL, MOBILE	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00 \$ 60.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 888.00 \$ 536.50 \$ 77.70 \$ 181.30 \$ 185.00 \$ 44.40	\$ 23,054.79 Ext. Pric \$ 1,850.7 \$ 0.7 \$ 0.7 \$ 203.7 \$ 0.7 \$ 203.7 \$ 0.7 \$ 203.7 \$ 0.7 \$ 203.7 \$ 0.7 \$ 1,850.7 \$ 0.7 \$ 203.7 \$ 0.7 \$ 203.7 \$ 205.7 \$ 205.7
Ine 1 2 3 4 5 6 7 8 9 10 11 12 KL-2	Qty 1 1 1 1 1 1 1 1 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PKGPT XQ-CA6L XQ-CA6C XQ-CA6C XQ-MC6C XQ-CA6M XQ-LS6A XQ-LS6A XQ-MA4F	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, 700/800 MHZ BAND FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY SPEAKER, EXTERNAL, MOBILE KIT, MOUNTING XL-85M UNIVERSAL	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00 \$ 250.00 \$ 250.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 2888.00 \$ 536.50 \$ 77.70 \$ 181.30 \$ 185.00 \$ 44.40 \$ 185.00 Subtotal: Total:	\$ 23,054.79 Ext. Pric \$ 1,850. \$ 0.0 \$ 0.0 \$ 203.3 \$ 0.0 \$ 536.3 \$ 777.3 \$ 185.1 \$ 444. \$ 185.0 \$ 444. \$ 185.0 \$ 444.3 \$ 185.0 \$ 444.3 \$ 185.0 \$ 44.151.433 \$ 4,151.433
ine 1 2 3 4 5 6 7 8 9 10 11 12 KL-2 Line	Qty 1 1 1 1 1 1 1 1 1 1 1 1 1	Part Number         XQ-M78B         XQ-PL4U         XQ-PL9E         XQ-PL4F         XQ-PL4L         XQ-PL4L         XQ-CA6L         XQ-CA6C         XQ-CA6C         XQ-CA6C         XQ-CA6C         XQ-CA6C         XQ-CA6A         XQ-MA4F	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, 700/800 MHZ BAND FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY SPEAKER, EXTERNAL, MOBILE KIT, MOUNTING XL-85M UNIVERSAL	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00 \$ 250.00 \$ 250.00	Total: Unit Price \$1,850.00 \$0.01 \$203.50 \$0.01 \$888.00 \$536.50 \$77.70 \$181.30 \$185.00 \$44.40 \$185.00 Subtotal: Total: Unit Price	\$ 23,054.79 Ext. Pric \$ 1,850. \$ 0.0 \$ 0.0 \$ 203.3 \$ 777. \$ 181.3 \$ 44.4 \$ 185.0 \$ 4.151.43 \$ 4.151.43 \$ 4.151.43
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ine 1 2 3 4 5 6 7 8 9 10 11 12 (L-2) L-2 L-2 L-2 1 2	Qty.           1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L XQ-PKGPT XQ-CA6L XQ-CA6C XQ-CA6C XQ-CA6C XQ-CA6C XQ-CA6M XQ-LS6A XQ-LS6A XQ-MA4F EOC Radio A Part Number XZ-MPM1M XZ-PL4J	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY SPEAKER, EXTERNAL, MOBILE KIT, MOUNTING XL-85M UNIVERSAL Description MOBILE, XL-200M, MULTIBAND FEATURE, VHF BAND	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 4,275.00 \$ 600.00	Total: Unit Price \$1,850.00 \$0.01 \$203.50 \$0.01 \$203.50 \$0.01 \$888.00 \$536.50 \$77.70 \$181.30 \$185.00 \$44.40 \$185.00 Subtotal: Total: Unit Price \$3,163.50 \$444.00	\$ 23,054.79 Ext. Pric \$ 1,850. \$ 0. \$ 0. \$ 203. \$ 185. \$ 444. \$ 185. \$ 4,151.43 \$ 4,151.43 \$ 4,151.43 \$ 4,151.43 \$ 3,163. \$ 444. \$ 4,44. \$
ine 1 2 3 4 5 6 7 8 9 10 11 12 KL-2 Ine 1 2 3	Qty 1 1 1 1 1 1 1 1 1 1 1 1 1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PL4L XQ-PKGPT XQ-CA6L XQ-CA6C XQ-CA6C XQ-CA6C XQ-CA6M XQ-LS6A XQ-LS6A XQ-LS6A XQ-MA4F EOC Radio A Part Number XZ-MPM1M XZ-PL4J XZ-PL4K	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY SPEAKER, EXTERNAL, MOBILE KIT, MOUNTING XL-85M UNIVERSAL Description MOBILE, XL-200M, MULTIBAND FEATURE, VHF BAND FEATURE, UHF BAND FEATURE, UHF BAND	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00 \$ 250.00 \$ 60.00 \$ 250.00 \$ 60.00 \$ 4,275.00 \$ 600.00 \$ 600.00	Total: Unit Price \$1,850.00 \$0.01 \$203.50 \$0.01 \$203.50 \$0.01 \$888.00 \$536.50 \$77.70 \$181.30 \$185.00 \$44.40 \$185.00 Subtotal: Total: Unit Price \$3,163.50 \$444.00 \$444.00	\$ 23,054.79 Ext. Pri \$ 1,850. \$ 0. \$ 0. \$ 203. \$ 1,850. \$ 77. \$ 181. \$ 185. \$ 444. \$ 3,163. \$ 444. \$ 444. \$ 444. \$ 444. \$ 144. \$ 144.
ine 1 2 3 4 5 6 7 8 9 10 11 12 (L-2) L-2 L-2 L-2 1 2	Qty.           1	Part Number XQ-M78B XQ-PL4U XQ-PL9E XQ-PL4F XQ-PL4F XQ-PKGPT XQ-CA6L XQ-CA6C XQ-CA6C XQ-CA6C XQ-CA6M XQ-LS6A XQ-LS6A XQ-LS6A XQ-MA4F EOC Radio • Part Number XZ-MPM1M XZ-PL4J XZ-PL4K XZ-PL4L	MOBILE, XL-85M, 700/800 MHZ, 35W FEATURE, SINGLE-KEY DES ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION FEATURE, PHASE 2 TDMA FEATURE, PHASE 2 TDMA FEATURE, 700/800 MHZ BAND FEATURE PACKAGE, P25 TRUNKING CABINET, XL DESKTOP, 120V, NA CABLE, POWER, VCH MICROPHONE, XL-MOBILE, DESKTOP CABLE, XL DESKTOP, ACCESSORY SPEAKER, EXTERNAL, MOBILE KIT, MOUNTING XL-85M UNIVERSAL Description MOBILE, XL-200M, MULTIBAND FEATURE, VHF BAND	\$ 2,500.00 \$ 0.01 \$ 275.00 \$ 0.01 \$ 1,200.00 \$ 725.00 \$ 105.00 \$ 245.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 4,275.00 \$ 600.00	Total: Unit Price \$ 1,850.00 \$ 0.01 \$ 203.50 \$ 0.01 \$ 2888.00 \$ 536.50 \$ 77.70 \$ 181.30 \$ 185.00 \$ 444.00 \$ 185.00 Subtotal: Total: Unit Price \$ 3,163.50 \$ 444.00 \$ 444.00 \$ 444.00	\$ 23,054.79 Ext. Pri \$ 1,850. \$ 0. \$ 0. \$ 203. \$ 1,850. \$ 77. \$ 181. \$ 185. \$ 44. \$ 185. \$ 4,151.43 \$ 4,151.43 \$ 4,151.43 \$ 4,151.43 \$ 4,151.43 \$ 4,151.43 \$ 4,451.43 \$ 4,455. \$ 4,455

3440 E. Houston St., San Antonio, TX 78219

#### Contract: HGAC RA05-21

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1	XZ-PL9E	FEATURE, XL200M SINGLE-KEY AES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.01
1	XZ-PL4F	FEATURE, PHASE 2 TDMA	\$ 275.00	\$ 203.50	\$ 203.50
	XZ-PKGPT		\$1,800.00	\$ 1,332.00	\$ 1,332.00
1	In Contracting Contraction Contraction In the		\$ 495.00	\$ 366.30	\$ 366.30
1			\$ 245.00	\$ 181.30	\$ 181.30
1	A CONTRACTOR OF		\$ 250.00	\$ 185.00	\$ 185.00
1	and the second se		\$ 1,850.00	\$ 1,369.00	\$ 1,369.00
1	A DESCRIPTION OF A DESC	CABINET, XL DESKTOP, 120V, NA	\$ 725.00	\$ 536.50	\$ 536.50
1	and the second se	Cable, Power, Y-Split, XL Desktop	\$ 175.00	\$ 129.50	\$ 129.50
	1 1 1 1 1 1 1 1 1	The state of the s	1       XZ-PL4F       FEATURE, PHASE 2 TDMA         1       XZ-PKGPT       FEATURE PACKAGE, P25 TRUNKING         1       XZ-MA4A       KIT, MOUNTING XL-MOBILE UNIVERSAL         1       XZ-MC6C       MICROPHONE, XL-MOBILE, DESKTOP         1       XZ-CA6M       CABLE, XL DESKTOP, ACCESSORY         1       XZ-CP6A       CONTROL UNIT, XL-CH         1       XZ-CA6L       CABINET, XL DESKTOP, 120V, NA	XZ-PL4F         FEATURE, PHASE 2 TDMA         \$ 275.00           1         XZ-PKGPT         FEATURE PACKAGE, P25 TRUNKING         \$ 1,800.00           1         XZ-MA4A         KIT, MOUNTING XL-MOBILE UNIVERSAL         \$ 495.00           1         XZ-MC6C         MICROPHONE, XL-MOBILE, DESKTOP         \$ 245.00           1         XZ-CA6M         CABLE, XL DESKTOP, ACCESSORY         \$ 250.00           1         XZ-CP6A         CONTROL UNIT, XL-CH         \$ 1,850.00           1         XZ-CA6L         CABINET, XL DESKTOP, 120V, NA         \$ 725.00	1         XZ-PLSE         FEATURE, PLASE 2 TDMA         \$ 275.00         \$ 203.50           1         XZ-PKGPT         FEATURE PACKAGE, P25 TRUNKING         \$ 1,800.00         \$ 1,332.00           1         XZ-MA4A         KIT, MOUNTING XL-MOBILE UNIVERSAL         \$ 495.00         \$ 366.30           1         XZ-MC6C         MICROPHONE, XL-MOBILE, DESKTOP         \$ 245.00         \$ 181.30           1         XZ-CA6M         CABLE, XL DESKTOP, ACCESSORY         \$ 250.00         \$ 185.00           1         XZ-CP6A         CONTROL UNIT, XL-CH         \$ 1,850.00         \$ 1,369.00           1         XZ-CA6L         CABINET, XL DESKTOP, 120V, NA         \$ 725.00         \$ 536.50

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

**Quotation Totals** 

\$ 8,798.62

\$ 8.798.62

Currency: US Dollar Subtotal: \$ 122,155.85 Total: \$ 122,155.85

Subtotal:

Total:

Sales Person Signature

3440 E. Houston St., San Antonio, TX 78219

Contract: HGAC RA05-21



Purchase Order to be issued to: Dailey and Wells Communications, Inc. 3440 E. Houston St. San Antonio, TX 78219

Dailey and Wells Communications, Inc. Is registered with: Wide Area Workflow (WAWF) System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a: Certified SBE - Small Business Enterprise Certified MBE - Minority Business Enterprise Certified ABE - Asian American Business Enterprise Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279 CAGE Code: 0EC35 DUNNS: 010551315

The Purchase Order must include the following references:

Quote Number

- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item Frequencies must be supplied with order if applicable

- Prequested Delivery Date
- It related to Grant Funding, Important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- It related to Grant Funding, Important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

This document contains contidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

#### AMENDMENT No. 1 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response Equipment

#### Between

#### HOUSTON-GALVESTON AREA COUNCIL

#### And

#### L3Harris Technologies, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas DocuSigned by:

Chuck Wemple, Executive Director

Date: 7/27/2023

DocuSigned by:

Jeremy Roe

e Principal, Contracts

Date: 7/26/2023

Signed for: L3Harris Technologies, Inc.

Printed Name & Title:

h-gac.com



#### HOUSTON-GALVESTON AREA COUNCIL PROCUREMENT AND CONTRACTS PROGRAM

Х

NO

YES

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

#### By signing and submitting this certification the potential contractor accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
- 2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
- 4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

#### Do you have or do you anticipate having subcontractors under this proposed contract?

- 5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
- 6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
- 7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

x The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

\_\_\_\_\_The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR =

Signature of Authorized Representative Printed/Ty	. Roe /ped Name of Authorized Representative
July 26, 2023Principal,DateTitle of A	Contractsuthorized Representative

h-gac.com

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions, "provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



#### **Contract Verification**

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808*.
- Texas Government Code, Chapter 2274 the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274*.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at 100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Michael Lockwood Printed Name Dailey & Wells Communications, Inc. Company Name

Director, Strategic Accounts

Title

8/13/2024

Date

### **CERTIFICATE OF INTERESTED PARTIES**

#### FORM 1295

1 of 1

					1011
	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.		CEI	OFFICE USI	
1	Name of business entity filing form, and the city, state and cour of business.	try of the business entity's place		ficate Number: 1-1204388	
	Dailey and Wells Communications, Inc.		2024	+-1204300	
	San Antonio, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	08/2	2/2024		
	being filed.				
	City of Killeen Texas		Date	Acknowledged	
3	Provide the identification number used by the governmental end description of the services, goods, or other property to be provi		the co	ontract, and pro	vide a
	RA05-21				
	Two-Way Radio Equipment				
4				Nature o	of interest
	Name of Interested Party City, State, Country (place of bus				pplicable)
				Controlling	Intermediary
w	ells, Richard	San Antonio, TX United States		х	
w	ells, JoAnn	San Antonio, TX United States		х	
5	Check only if there is NO Interested Party.	1		I	
6	UNSWORN DECLARATION				
	<sub>My name is</sub> Jim Sawyer	, and my date of	birth is	<u>12/10/195</u>	5
	My address is 3440 E. Houston St.	San Antonio		78219	USA
	(street)	(city) (s	tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and corre	ct.			
	Executed in Bexar Coun	ty, State of <b>Texas</b> , on the	22 .		
				(month)	(year)
		Jim Sawys	r		
		Signature of authorized agent of con	tractin	g business entity	
í I		(Declarant)			

Docusign Envelope ID: 3DACDF3E-25AB-4EDC-8B19-4E1B7EDA0F13

## **H-GAC**

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - L3Harris Technologies, Inc. - Public Services - ID: 12868

#### **EXTENSION No. 2 to CONTRACT No. RA05-21**

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

#### Between

#### HOUSTON-GALVESTON AREA COUNCIL

And

#### L3Harris Technologies, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: Houston-Galveston Area Council

DocuSigned by:				
Ar				

Chuck Wemple Executive Director Date: 7/23/2024

Signed for: L3Harris Technologies, Inc.

Printed Name: Title: DocuSigned by:

Christine weaver

Christine Weaver Lead, Contracts Date: 7/22/2024

## H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - L3Harris Technologies, Inc. - Public Services - ID: 7309

#### MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and L3Harris Technologies, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1025 West NASA Blvd., Melbourne, FL 32919.

#### WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

#### ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

#### ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

#### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

#### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

#### **ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

#### **ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (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 1966 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 the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

#### ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- 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 task 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;
- 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.

6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <u>https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting</u>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

#### **ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

#### **ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

#### **ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

#### **ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

#### ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

#### **ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

#### **ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

#### ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

#### **ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

#### **ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

#### ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

#### **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

#### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

#### **Price Increases**

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

#### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

#### **Requesting Price Increase/Required Documentation**

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

#### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

#### ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

#### ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

#### **ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

#### ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

#### ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

#### **ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

#### ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

#### **ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. <u>Conflict of Interest Questionnaire:</u> Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <u>https://www.ethics.state.tx.us/forms/CIQ.pdf</u>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. <u>Certificate of Interested Parties Form Form 1295</u>: As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website <u>https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</u>. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

#### ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master 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 Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (1) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

#### ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

#### **ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

#### ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

#### ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

#### ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

#### ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

#### ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

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 the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency 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. 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.

#### **ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

#### ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

#### **ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

#### **ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

#### ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

#### **ARTICLE 51: WHOLE MASTER AGREEMENT**

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

#### SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

L3Harris Technologies, Inc.		H-GAC	
Signature	DocuSigned by: Harriet Tefferson 9112F0DDBDF3458	Signatur	DocuSigned by:
Name	Harriet Jefferson	Name	Chuck Wemple
Title	Lead, Contracts	Title	Executive Director
Date	9/29/2021	Date	9/29/2021

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - L3Harris Technologies, Inc. - Public Services - ID: 7309

# MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

# ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

# ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

# **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

# **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

# ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

# ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

# **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

# **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

# ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

# **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

# **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

# ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

f. Be available for inspection at any time prior to or after procurement.

# **ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

# **ARTICLE 13: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

# **ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

# ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

# ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

# ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

#### ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

# ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

#### <u>ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit</u> <u>Projects)</u>

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

# **ARTICLE 21: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

# ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

# **ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

# ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

# **ARTICLE 25: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

# **ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders 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.

# ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

# ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor 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 Master Agreements) and that all subcontractors 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

# ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

# ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

#### Attachment A

# L3Harris Technologies, Inc. Radio Communications/Emergency Response Equipment Contract No.: RA05-21

#### All Catalogs effective date: August 1, 2021

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	GA	Bid Cost	L3Harris	Various	Equipment listed in the catalog with product code BC.	List Price
2	GA	Combination Model	L3Harris	Various	Equipment listed in the catalog with product code C	MSRP 26% Discount
3	GA	Software Services	L3Harris	Various	Software listed in the catalog with product code L.	List Price
4	GA	License with Delivery	L3Harris	Various	Licenses listed in the catalog with product code LD.	List Price
5	GA	Options	L3Harris	Various	Equipment listed in the catalog with product code N.	MSRP 26% Discount
6	GA	Feature Options	L3Harris	Various	Features listed in the catalog with product code NB.	MSRP 26% Discount
7	GA	Parts	L3Harris	Various	Equipment listed in the catalog with product code P.	MSRP 26% Discount
8	GA	Service Parts	L3Harris	Various	Equipment listed in the catalog with product code S.	MSRP 26% Discount
9	GA	Vendor Option	L3Harris	Various	Equipment listed in the catalog with product code V.	MSRP 10% Discount
10	GA	Vendor Customizes to L3Harris Specifications	L3Harris	Various	Equipment listed in the catalog with product code VC.	MSRP 10% Discount
11	GA	Special Products	L3Harris	Various	Equipment listed in the catalog with product code 77.	MSRP 10% Discount

Each catalog listing is identified with an Equipment Class Code where applicable. The code can be found in the above Item Description field. The discount officered in RA05-21 is based on the Equipment Class Code. The above list of Equipment Class Codes and associated discount off the published list price applies throughout the catalog. The 2021 Product Catalog has been provided in excel format.



# Quote

Quote #	QT1930658
Date	04/24/2025
Expires	06/23/2025
Sales Rep	Herron, Jason R
Shipping Method	FedEx Ground
Customer	KILLEEN FIRE DEPARTMENT
Customer #	C32327

Bill To KILLEEN FIRE DEPARTMENT 201 S 28TH STREET KILLEEN TX 76541 United States Ship To KILLEEN FIRE DEPARTMENT 201 S 28TH STREET KILLEEN TX 76541 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
201215-02			AV-3000 HT (M), KVLR	29	\$369.17	\$10,705.93
Capt. Daniel Arnst (254) 389-1060				Subtotal	\$10,705.93	
Sourcewell Contract ID: 011824				Sh	pping Cost	\$0.00
Killeen FD Mem	ber ID: 210880				Tax Total	\$0.00
					Total	\$10,705.93

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





# Quote

Quote #	QT1903176
Date	02/10/2025
Expires	06/23/2025
Sales Rep	Herron, Jason R
Shipping Method	Freight Fee
Customer	KILLEEN FIRE DEPARTMENT
Customer #	C32327

Bill To KILLEEN FIRE DEPARTMENT 201 N 28TH STREET KILLEEN TX 76541 United States Ship To KILLEEN FIRE DEPARTMENT 3800 Westcliff Rd. Killeen TX 76543 United States

ltem	Alt. Item #	Units	Description	QTY	Unit Price	Amount
29275A			Solo Rescue® - SCBA DECON WASHER Single-Phase 208/240 40amp including:         - Heavy Duty Basket with holder for 2 single or double SCBA         - Holder for 2 large air cylinders (Jumbo Flasks)         - 2 Gear Holders for boots, gloves and helmets         - Metered Dosing Pump         -ProBlend Detergent 2.5 ga		1 \$37,608.00	\$37,608.00
RESCUE INTELLITECH	Installation Fee		Installation Fee Custom RESCUE INTELLITECH		1 \$1,500.00	\$1,500.00
Chief Foxx 2	54 501 7673				Subtotal	\$39,108.00
	Contract ID: 011824			Sh	hipping Cost	\$800.00
Killeen FD M	ember ID: 210880				Tax Total	\$0.00
					Total	\$39,908.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





# Solicitation Number: RFP #011824

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2<sup>nd</sup> Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

# 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

• Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

# 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

 The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

# 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

# 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

# 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

# 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

# **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

# 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

# A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits: \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits: \$1,000,000 per claim or event \$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

# **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

# 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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, 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested. R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

#### 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by: Jeremy Schwartz C0FD2A139D06489.. Bv:

Jeremy Schwartz Title: Chief Procurement Officer

3/29/2024 | 6:35 AM CDT Date: Municipal Emergency Services, Inc.

DocuSigned by: John Walter 10644B472C64440. By:

John Walker Title: CFO

3/28/2024 | 1:23 PM CDT Date:

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

#### **Vendor Details**

Company Name:	Municipal Emergency Services Inc		
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482		
Contact:	Chanda Riddick-Yamoah		
Email:	criddick@mesfire.com		
Phone:	203-304-4132		
Fax:	203-264-3325		
HST#:	651051374		

#### **Submission Details**

Created On:	Wednesday January 10, 2024 10:07:56		
Submitted On:	Thursday January 18, 2024 15:04:32		
Submitted By:	Chanda Riddick-Yamoah		
Email:	criddick@mesfire.com		
Transaction #:	13f7806a-f3e4-4e07-8ffd-adfbc30a0779		
Submitter's IP Address:	151.181.51.74		

#### Specifications

#### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#1XBB1 T4MGJ9BU96J6	*
5	Proposer Physical Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482	*
6	Proposer website address (or addresses):	www.mesfire.com	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO jwalker@mesfire.com 203-304-4132	*
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contract Manager criddick@mesfire.com 203-304-4132	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

#### **Table 2: Company Information and Financial Strength**

Line Item Question

Response \*

	10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.	
			MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.	
			In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability	
			to serve all first responders and public safety officials on a national level. MES annual sales	*
			are more than \$300MM and most of our sales are for fulfillment of contracts and purchases	
			to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers.	
			What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage	
			positions helps us to provide superior products and customer service to the Fire Service,	
			Law Enforcement, and all public safety departments on a national level as no other sales	
			and service distributor can do.	
			Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.	
	11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.	*
	12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached	*
	13	What is your US market share for the solutions that you are proposing?	25%	*
	14	What is your Canadian market share for the solutions that you are proposing?	less than 1%	*
ľ	15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and services force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Distributor/Dealer/Reseller. Please see attached authorization letter.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Municipal Emergency Services, Inc. have several levels of management with experience and training to ensure compliance to NFPA when providing materials or servicing fire departments and other agencies. Our team is has been trained and can identify the standards and subject matter regarding NFPA and SCBA certification. Our technicians are certified to evaluate, test, and repair 3M/Scott Safety systems, and other air supply compressors and components. MES is one of only a few nationwide Five Star certified 3M Scott National Service Group. In addition, 98% of our sales force are former fire fighters or law enforcement officers who possess hands on training	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

### Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached. Veridian 2022 & 2021 - Diamond Partner Fire Dex 2022 Premier Partner Platinum Award	*
20	What percentage of your sales are to the governmental sector in the past three years	98%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.	*
21	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.	
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA #GS07F0348V	*

#### Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Denver Fire Department	Phillip Morelli, Division Chief	720-913-3446	*
Aurora Fire Rescue	Jeff Johnson, Captain	303-326-8628	*
Dekalb County Fire	Terence Wilkes, Captain	678-227-1831	*

#### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Phoenix Fire Support Services	Government	Arizona - AZ	SCBAs, products, materials, testing, and service	\$323,639	\$11,651,012
Dekalb County Purchasing & Contracting	Government	Georgia - GA	SCBAs, products, materials, testing, and service	\$132,074	\$4,754,651
DFD Operations	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$95,556	\$3,440,015
Horry County Fire & Rescue	Government	South Carolina - SC	SCBAs, products, materials, testing, and service	\$76,752	\$2,763,088
Aurora Fire Department	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$74,045	\$2,665,637

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. 170 of our Sales Reps are trained to sell SCBA products and services. The Sales Reps without this training will reach out to their counter parts when presented with an opportunity in this sector. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.	*
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.	*
28	Service force.	MES has increased our service support to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES will not be able to support in sales in Canada for SCBAs products or service with the exception of product and materials from RevolveAir.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not provide any products to Canada with the exception of product and materials from RevolveAir. MES will not provide any products to Hawaii at this time. MES distribution agreements are for the USA and that is where we have sales, service, and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for- profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities. MES has a strategic location in Branford Ontario to support the purchase and installation of RevolveAir Systems. MES can support and provide products to all participating agencies.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.	*

# Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.	*

# Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs. This is part of our training programs such as SCBA training, annual testing, and service maintenance. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.	*
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
43	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.	*
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES adheres to the national standards of NFPA, OSHA, and ANSI through our activities and compliance efforts internally and with our manufacturer's products and materials. We have requirements and testing for specific products that must meet our exceed testing levels by our manufacturer's to supply us with products or materials. Our relationship with 3M Scott for SCBAs also complies with these national standards. Our technicians are trained for testing and product repair to ensure these standards are not compromised. We have annual training and certification requirements that adhere to these standards that our company follows and implements to ensure safety and top quality materials,	
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The Scott Pak can be be grossly deconned to remove large debris prior to disassembly. Once disassembled, the airpak can be scrubbed with a sponge/cloth and warm water mixed with disinfectant. Once dry the airpak can be reassembled.	

#### Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
48	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.	*
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Canada for our full product line of SCBAs. We will have support for RevolveAir Systems in Canada. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.	*
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.	*
53	What are your proposed exchange and return programs and policies?	Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.	*
54	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.	*

#### **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing is available with Community Leasing Partners.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method. P card payments cannot exceed \$10,000	*

#### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a spreadsheet listing each vendor and the discount offered.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcewell proposed bid price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.	*

#### Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

# Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.	*

# Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories.	*
	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a	*

#### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	© Yes ⊂ No	MES is able to provide products and support in this category in partnership with 3M Scott.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	© Yes ℃ No	MES has listed our brand of available air compressor systems with RevolveAir.	*
75	Related equipment and accessories related to the offering of 71 - 72 above	ଜ Yes C No	MES has listed vendors to assist our customers to have accessories and equipment available to help complete repair and maintenance requirements.	*
76	Services related to the equipment described in 71 - 72 above	ଜ Yes ି No	MES has 5Star rated technicians to assess and complete options for repair and maintenance to related equipment.	*

#### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

#### **Documents**

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Final Pricing 011824.zip Thursday January 18, 2024 15:04:03
- Financial Strength and Stability Financial Statements.zip Wednesday January 10, 2024 11:03:47
- Marketing Plan/Samples MES Marketing Materials FINAL.docx Wednesday January 17, 2024 10:58:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information AIRPAK WARRANTY.pdf Tuesday January 16, 2024 07:53:30
- Standard Transaction Document Samples QT1730512.FIREDEX.pdf Tuesday January 16, 2024 14:57:55
- Requested Exceptions MES Insurance Exceptions.pdf Wednesday January 17, 2024 11:48:31
- Upload Additional Document MES 011824 Auth 5Star Awards.zip Wednesday January 17, 2024 14:43:14

#### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are
  acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and
  related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
  - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

➡ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, Chief Financial Officer, Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

#### Yes @ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Self_Contained Breathing Apparatus_RFP_011824 Fri January 12 2024 11:10 AM	M	2
Addendum_2_Self_Contained Breathing Apparatus_RFP_011824 Wed December 27 2023 08:49 AM	M	1
Addendum_1_Self_Contained Breathing Apparatus_RFP_011824 Tue December 12 2023 05:20 PM	M	1



#### **Contract Verification**

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808*.
- Texas Government Code, Chapter 2274 the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.
- Texas Government Code, Chapter 2274 the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Ward Petrie	
Printed Name	
08/15/2024	
Date	

Municipal Emergency Services, Inc.

Company Name

SVP Finance

Title

# CERTIFICATE OF INTERESTED PARTIES

					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.		CE	OFFICE USI	
1	Name of business entity filing form, and the city, state and country of the business entity's place of business. Municipal Emergency Services, Inc. Sandy Hook, CT United States		2024	ficate Number: 1-1201521 Filed:	
2	Name of governmental entity or state agency that is a party to	the contract for which the form		5/2024	
	being filed. City of Killeen			Acknowledged:	:
3	Provide the identification number used by the governmental edescription of the services, goods, or other property to be pro SCBA Service SCBA Service; no contract number associated		r identify the c	ontract, and pro	vide a
4	Name of Interested Party	City, State, Country (place	of business)	(check a	of interest pplicable)
┝				Controlling	Intermediary
$\vdash$					
_					
L					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Ward Petrie	, and m	ny date of birth i	s05/16/	70
	My address is 12 Turnberry Lane, 2nd Fl	, Sandy Hook	СТ	06482	_, <u>USA</u> . (country)
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and con		45		
	Executed in Fairfield Con	unty, State of	on the 15	day of <u>Augu</u> (month)	<u>st</u> , <sub>20</sub> 24. ) (year)
		Signature of authorized ag	ent of contractin	ng business entity	/
		(Decla		-	22

#### NAFECO

Mailing: P.O. Box 2928 Physical: 2601 Beltline Road Decatur, AL 35602-2928 (800) 628-6233 info@nafeco.com

Date: 2025-04-23 Expires: 2025-06-30 FOB: Origin

Customer Number:	KIL045
Customer Information:	CITY OF KILLEEN
Address:	201 N. 28TH ST.
	KILLEEN, TX 76541
Attention:	CAPTAIN DANIEL ARNST
Phone:	(254)768-9359

Email: darnst@killeentexas.gov

Prepared By: Kirby Prince

Qty	ltem#	Description	Each	Total
29	CVFM/F	LION Turnout V-Force Coat	\$2,188.21	\$63,458.09
	Armor AP, 6.5 oz., Color: KHAKI, Trim: YELLOW ***INCLUDES ADDITION OF DEPT PATCH TEXAS REVERSE FLAG TO UPPER SLEEVES***			
29	29 PVFM/F LION V-Force Pant (Includes Suspenders)		\$1,581.54	\$45,864.66
		Armor AP, 6.5 oz., Color: KHAKI, Trim: YELLOW		
29	804-6369-10M	Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 10M	\$366.89	\$10,639.81
29	LFH3910S-21	LION Legacy 5 Modern Helmet, ESS Goggle, Black	\$430.08	\$12,472.32
29	8180-L	Hexarmor Firearmor SR-X Gauntlet Glove, Size L, 76N	\$95.55	\$2,770.95
58	HD395142	Lion RedZone Particulate Blocking Hood, NFPA, Black	\$118.33	\$6,863.14
1	999999	Assigned Tariff of 10%	\$0.00	\$0.00
		Tariff Assigned to HexArmor Gloves		
1	010424-LIO	SOURCEWELL	\$0.00	\$0.00
			Subtotal	\$142,068.97
			Freight	TBD
			Total	\$142,068.97

tax & freight to be determined

# Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com



# Solicitation Number: RFP #010424

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

# 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

# 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

# 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

# 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

• Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

# 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

# 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

 The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

# 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

# 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

# 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

# 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

# **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

# **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

# 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

# A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

### 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

# **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits: \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

# **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

# 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 nonfederal 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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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, 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 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

### **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

LION First Responder PPE, Inc.

DocuSigned by: Jeremy Schwartz -C0FD2A139D06489.. Bv:

Jeremy Schwartz Title: Chief Procurement Officer

3/26/2024 | 11:35 AM CDT Date: DocuSigned by: Mark T. Smith

By: <u>5B7DDCBA48E84BD...</u> Mark T. Smith

Title: President LION Americas

3/26/2024 | 11:16 AM CDT Date:\_\_\_\_\_

# **RFP 010424 - Firefighting PPE and Related Equipment Cleaning**

#### **Vendor Details**

Company Name:	LION First Responder PPE
Does your company conduct business under any other name? If yes, please state:	LION
Addusses	7200 Poe Avenue
Address:	Dayton, OH 45414
Contact:	Melissa Kirk
Email:	mkirk@lionprotects.com
Phone:	937-266-0869
Fax:	937-415-0869
HST#:	47-1845529

#### **Submission Details**

Created On:	Wednesday November 29, 2023 14:37:26
Submitted On:	Wednesday January 03, 2024 14:16:58
Submitted By:	Melissa Kirk
Email:	mkirk@lionprotects.com
Transaction #:	2031f132-8d6c-4ae7-8577-55ddeea9c4c6
Submitter's IP Address:	144.121.190.195
Submitter 3 Il Address.	144.121.130.133

#### Specifications

#### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	LION First Responder PPE, Inc.
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc. *
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc. *
	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414 *
6	Proposer website address (or addresses):	www.lionprotects.com *
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 mkirk@lionprotect.com 937-266-0869
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 stheodor@lionprotects.com 937-415-2935

#### Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire.
		Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions: LION Americas, LION Europe, Middle East & Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions).
		We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50.
		LION just recently celebrated 125 years of service.
		Please watch our celebration video to experience our company culture. LION: CELEBRATING 125 YEARS OF SERVICE (youtube.com) https://www.youtube.com/watch?v=- ZcI1JcSN3w
		LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over

the next two	decades,	we	opened	regional	warehouses	and	had	started	operating	in	the	firefighter
station uniform	m market.											

In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term "StationWear" and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you.

like you. THE LION STORY LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after. LION MISSION Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action. LION CULTURE While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers' expectations. Our solutions are not "cookie cutter" ones. They are as individual and unique as your organization - and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks. LION CORE BELIEFS LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers. Doing What We Promise We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values - like us, they strive to win with integrity. Learning From Everything and Everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them. Respecting All People We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement. Collaborating To Deliver Solutions We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion's success. Expecting Nothing Short of Excellence We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools - this is how we consistently and reliably achieve flawless execution. Being Good Corporate Citizens We extend our sense of leadership to the global communities in which we live and work - we are privileged to give back to those that give so much to us. To educate the first responder network on the benefits of cooperative purchasing and leverage the What are your company's expectations in the event of an award? relationship and Sourcewell reputation as an industry cooperative purchasing leader and achieve competitive advantage to continue to protect first responders. Demonstrate your financial strength and stability with LION First Responder PPE, Inc and LION TotalCare are wholly owned subsidiaries of LION Group, meaningful data. This could include such items as Inc. with total company sales of more than \$300M. LION Group, Inc. has positive cash flow and financial statements, SEC filings, credit and bond a strong balance sheet. Trade References attached. ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. What is your US market share for the solutions that 28-32% you are proposing? What is your Canadian market share for the 35% solutions that you are proposing? Has your business ever petitioned for bankruptcy LION has never petitioned for bankruptcy protection protection? If so, explain in detail.

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<ul> <li>Now your comparison basis decided is a full decidence of a characteristic of a characteristic</li></ul>			
Image: Interference and subdominations that are both required to be held, by your organizations that you held and actually held, by your organizations that you held and the business contemplated by this           18         Describe your compliance with applicable national standards for the products and/or equipment to be producted in our product sin our product differing.           18         Describe your compliance with applicable national standards for the products and/or equipment of the Protection Association (PFA). Compliance with applicable national differing that and/or equipment of the product of Association (PFA). Compliance with applicable national differing the product of	16	<ul> <li>manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</li> <li>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</li> <li>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a</li> </ul>	LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for
standards for the products and/or sequeption         In your process, such as: National File Production           Association (NFPA), Occupational Safety and Health         Administration (OSHA), and American National           Standards Institute (ANS),         Compational Safety and Health           Standards Institute (ANS),         Compational Safety and Health           Standards Institute (ANS),         Compational Safety and Health           Standards Institute (ANS),         Compatibility Calls and partials. Structural turnout ceals, pants and coveralls.           Proximity Learner         Structural books.           Structural books.         Structural heimets           Proximity Learner         Structural heimets           Proximity Learner         NFPA 1971, Standard on Protective Ensembles for Technical Rescue           LION Product Offering:         Yarious and partis. Confiled to the optional blood borne pathogen protection requirements.           NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interfaces Fire Fighting.           Interface Fire Fighting Clocal and parts           NFPA 1979, 1930, and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements.           UON Product Offering:           Versa Pro coat and parts           MedPro coat and parts           MedPro coat and parts           MedPro coat and parts           MedPr	17	the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this	
I Several models of ERS	18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National	<ul> <li>NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</li> <li>LION Product Offering:</li> <li>Various models of the following: Structural turnout coats, pants and coveralls.</li> <li>Proximity coats and pants. Structural gloves.</li> <li>Structural boots.</li> <li>Pratriculate blocking hoods. Structural helmets</li> <li>Proximity coat and pants. Certified to the optional blood borne pathogen protection requirements.</li> <li>LION Product Offering:</li> <li>TRS1 coat and pants. Certified to the optional blood borne pathogen protection requirements.</li> <li>Versa Pro coat and pants. Certified to the optional blood borne pathogen protection requirements.</li> <li>Versa Pro coat and pants. Certified to the optional blood borne pathogen protection requirements.</li> <li>Versa Pro coat and pants. Single layer meeting base requirements for Wildland Fire Fighting and Urban Interface Fire Fighting</li> <li>LION Product Offering:</li> <li>Versa Pro coat and pants</li> <li>NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations</li> <li>29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</li> <li>LION Product Offering:</li> <li>TRS1 coat and pants</li> <li>MedPro roat and pants</li> <li>MedPro roat and pants</li> <li>MedPro Fight Vis also certified to ANSI 107</li> <li>Bravo Multiple Use Glove</li> <li>NFPA 1975, Standard on Emergency Services Work Apparel</li> <li>LION Product Offering:</li> <li>Several styles of station work uniforms. Shirts and pants.</li> <li>NFPA 1975, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983)</li> <li>LION Product Offering:</li> <li>Several models of Class II harnesses integrated with Structural Fire Fighting Pants</li> <li>NFPA 1992, Standard on Liquid Splash</li></ul>

NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents
LION Product Offering: Several models of MT-94 – Class 2 Several models of ERS – Class 3
NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting
LION Service Offering: Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.
Provide training modules for fire departments compliance with 1851.
NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue
LION Service Offering:
Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.
NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Lion Fire Academy offers online training to various portions of NFPA 1500.
NFPA 1001, Standard for Fire Fighter Professional Qualifications Several staff members hold Professional Qualifications certifications.
NFPA 1402, Standard on Facilities for Fire Training and Associated Props
LION Product Offering: Live fire and digital training props and facilities
NFPA 1403, Standard on Live Fire Training Evolutions
LION Product Offering: Live fire training props
OSHA 2254, Training Requirements in OSHA Standards Various products to support the training requirements in OSHA 2254
ISO 9001, Quality Management Systems – Requirements All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)
CTPAT: Customs Trade Partnership Against Terrorism Certified partner
LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.
Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561) Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405)
Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580)
Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402) Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891)
Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857)
Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850)
Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950) Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards)
ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair)
ASTM E54 Commitete on Homeland Security Applications

Provide all "Suspension or Debarment" information that has applied to your organization during the past	No suspensions or debarment apply to LION.	ŧ
ten years.		

#### Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or	RedZone Contaminant Control Package
	Question         Describe any relevant industry awards or recognition that your company has received in the past five years         Image: the past of the past five years         Image: the past five years	LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures.
		In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package.
		The particulate blocking ensemble: · Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble
		"Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter's skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC's PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear." – DHS FACT SHEET
		DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk "We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces."
		DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet "By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters."
		https://verify.ul.com/verifications/237
21		LION sells personal protective equipment through a distribution network. Approximately 5% would be , a direct sale to LION.
22		LION sells personal protective equipment through a distribution network. All documented education , sales would be represented in Distribution Partner sales and not direct with LION.
23	contracts that you hold. What is the annual sales volume for each of these contracts over the past	NY State Contract = Approximately \$7M NJ State Contract = Approximately \$3M NPP = Approximately \$12M
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that respresent the entire LION portfolio of products and services.

#### Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov	602-339-0549	*
	Antionio Locascio "Nino" Nino.Locascio@phoenix.gov	602-380-3003	
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000	*
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041	*

#### Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
W S Darley & Co	Government	Illinois - IL	NAVY 2K	\$250,000	\$852,883	
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$800,000	\$2,608,312	
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$2,500,000	\$15,020,383	
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	\$1,500,000	\$5,171,388	
Safeware	Government	Maryland - MD	Personal Protective Products	\$1,000,000	\$3,655,464	

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
27	Sales force.	The LION Sales Team 41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio.	
		Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts.	1
		Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement.	*
		Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members.	1
		Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.	
28	Dealer network or other distribution methods.	Dealer Network. LION partners with over 200 Distribution Partners. These Distribution Partners employee thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.	*
29	Service force.	LION TotalCare offers care and maintenace of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program.	*
		The Denver location offers an exclusive carbon dioxide (CO2) contaminant cleaning technology. See attachment for additional details on CO2.	
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are placed with a LION Distribution Partner. The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LION has a Customer Sales and Support Team team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no identifed restrictions.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no identified restrictions LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.	*

## Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners. Our areas of strengths/marketing strategy include the following:
		Team Structure & Support Methodical Approach to Business Market Analysis Customer Segmentation New Product Launch Plans Meaningful Product Differentiation Brand Building Metro Support Distribution Support
		LION University End-User Outreach Press Releases & Press Coverage Metro Sponsorships Customer Education & Awareness Campaigns Trade Shows Collateral Development Print & Digital Advertising Industry Supplements Videography Digital Platforms (Website, LION Fire Academy) Social Media
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies. LION utilizes a YouTube Channel to share product information and demonstations with our Distribution Partners and End User Cusstomers. https://www.youtube.com/@lionconnects/featured
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Education and Engagement events.
	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

## Table 8: Value-Added Attributes

Line Item			
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development. LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE	
		maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition. https://www.lionprotects.com/fireacademy	
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.	
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.	
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfer Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028.	
		2. We do not sell products that could have a harmful effect on human health and the environment.	
		3. We do not use manufacturing processes that release harmful pollutants or toxic materials.	
		<ul> <li>4. We educate our employees on practical efforts to avoid wasteful uses of energy.</li> <li>a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters.</li> <li>b. We review shipping and logistics methods to use the most efficient shipping routes to save</li> </ul>	
		fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper.	
		<ul> <li>5. We strive to minimize material waste.</li> <li>a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes.</li> <li>b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries.</li> </ul>	
		6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products.	
		7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste.	
		8. Lion's Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3).	
45	Describe any Women or Minority Business Entity	9. Lion complies with all environmental laws and regulations in the locations where we operate. LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.	
	(WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	,	
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a result of our commitment to research based design and innovation, LION has been awarded mutliple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefigher challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.	

## Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replace, at its option, any product which does not meet the above warranties obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly. Useful life of Garments have been subject to relatively lower levels of wear and tear or improper maintenance and/or storage. In compliant 05 years with NFPA 1851, Garments or Garment seen consistently maintained in a regular cleaning and maintained or Garment scould be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, sti
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user: A. Claims made after 60 days from the date of shipment for damage to materials; B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; C.Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; D.Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); F. Damage caused by repair work not performed to factory specification; G.Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion; H.Loss of retroreflectivity of reflective trim due to normal wear or heat exposure; I. Detachment of reflective trim due to thread abrasion or heat exposure; J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear; K. Loss of buttons, snaps, or cuff hem seams
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.

What are your proposed exchange and return programs and policies?	RETURNS         a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items: <ul> <li>i. Products that have been worn, laundered, altered or soiled are non- returnable;</li> <li>ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;</li> <li>iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable;</li> <li>iv. Products that have been discontinued or redesigned are non-returnable;</li> <li>v. Boots that have been worn are non-returnable;</li> <li>vi. CBRN products are non-returnable.</li> <li>b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.</li> <li>c. Return of stock goods are subject to a fifteen percent (15%) restocking fee.</li> <li>d. Custom made-to-order products are not returnable.</li> </ul>
Describe any service contract options for the items included in your proposal.	LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program. Programs include: LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping. 1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
		The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.	k
	apply to your services (policies, metrics, KPIs, etc.)	LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced. LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facility and quality standard checks.	*

### **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
	Describe your payment terms and accepted payment methods.	Net 30	*
	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.	*
	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcewell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcewell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcewell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.	*
	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.	*

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.
	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10-35% off list. A document stating product category and discount off list price will be uploaded.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.
	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This does not apply to the LION product offering.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders. While LION Training Products are offered on a seperate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.
	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination. Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.

## Table 12: Pricing Offered

Line	The Pricing Offered in this Proposal is: *	Comments
nem		
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category
		Turnout
		Gear 35% off list
		Turnout Accessories
		35% off list
		Technical Rescue TR51
		35% off list
		USAR/Tech Rescue_Versa
		Pro
		15% off list
		Med Pro_Emergency Medical
		Rescue Wear
		15% off list
		Gloves 10% off list
		Boots 20% off list
		Helmets
		35% off list
		Hoods
		15% off list
		CBRN
		15% off list
		Maintenace and Cleaning
		Services
		20% off list
		See uploaded document.
		Please note that price lists
		submitted with this RFP are
		current pricing. LION will
		implement a price increase effective February 1, 2024.
L	1	checave rebluary 1, 2024.

## Table 13: Audit and Administrative Fee

Line Item	Question	Response *		
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.	*	
	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION. LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.	*	
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line- item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of sales under the awarded contract	*	

# Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.
	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.
	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary, the Sizing Team Member will take critical measurements using a tape measure to insure the proper the sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizng Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.
	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.

### Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
7	Protective Clothing	ົYes ◯No	Turnouts and RescueWear. StationWear and Uniforms included in a seperate RFP.	*
77	Helmets and related accessories	ົYes ⊂No	Helmets and helmet accessories.	*
78	Other related equipment and accessories	ເ⊂ Yes ⊂ No	Personal Protective Equipment that is demonstrated in the LION documentation included with this $\ensuremath{RFP}$ .	*
79	Firefighting apparel and station-wear	ົYes ∩No	StationWear and Uniforms included in a separate RFP.	*
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	C Yes C No	LION does not offer these products.	*
81	Cleaning and decontamination service and maintenance	ତ Yes ୦ No	LION TotalCare	
82	Firefighting PPE cleaning supplies	<pre>     Yes     No </pre>	LION TotalCare	
83	Cleaning equipment for other firefighting equipment and tools	C Yes ₢ No	LION does not offer these products.	
84	Services Related to the equipment described above	ົYes ⊂No	LION TotalCare	

### **Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, of Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing LION Discount Off List and List Price Documents.zip Tuesday January 02, 2024 14:43:44
- Financial Strength and Stability Corporate Trade References 2023.pdf Tuesday January 02, 2024 14:40:52
- Marketing Plan/Samples LION Capabilities and Core Beliefs zip Wednesday January 03, 2024 10:53:51
- WMBE/MBE/SBE or Related Certificates LION Certifications.zip Tuesday January 02, 2024 14:49:28
- Warranty Information UserGuide Warranty.pdf Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- Requested Exceptions RFP010424 EXCEPTION.pdf Tuesday January 02, 2024 15:02:14
- Upload Additional Document
   LION Additional Documentation.zip Wednesday January 03, 2024 12:43:55

### Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf;</u>
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

➡ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melissa Kirk, Distribution Sales Manager, LION

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes @ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	V	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	M	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	M	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	V	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM		1



### **Contract Verification**

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274*.

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Printed Name

NRFECO Company Name Sec-Tizasum

Title

8-14-24

Date



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Signature

Printed Name

NAFECO Company Name Sec-Truasurer

Title

Date

# **CERTIFICATE OF INTERESTED PARTIES**

# FORM 1295

1	of	1
-	<b>U</b> 1	-

						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 p	parties.		CE	OFFICE USE			
1	of business.	and countr	ry of the business entity's place		ificate Number: 1-1201464			
	NORTH AMERICA FIRE EQUIPMENT CO INC							
	DECATUR, AL United States				Date Filed:			
2	Name of governmental entity or state agency that is a being filed.	party to the	e contract for which the form is		5/2024			
	KILLEEN FIRE DEPARTMENT		Acknowledged:					
3	Provide the identification number used by the governme description of the services, goods, or other property to			entify the c	ontract, and pro	vide a		
	698-23							
	STRUCTURE GEAR AND WILDLAND GEAR							
4					Nature o	f interest		
1	Name of Interested Party	business) (check applicable)						
			Controlling	Intermediary				
┝								
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$\vdash$		l			I	I		
	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is BRIAN Daks		, and my da	ate of birth i	s	<u>2</u> 3		
	My address is 1515 Moulton (street)	<u>SE W</u>	<u>, Decatur</u> (city)	_, <u></u> , <u></u> , (state)	35601 (zip code)	, <u>USA</u> . (country)		
	I declare under penalty of perjury that the foregoing is true	e and correct	t.					
	Executed in MORRAN	County	v, State of <u>AC</u> , o	n the <u>15</u>	day of AUGUS			
	Ì	~	R. Mali	,	(month)	(year)		
		<b>-</b>	Signature of authorized agent of		n husiness entity			
1			Signature of authorized agent ( (Declarant)		ig business enuly			



## **Contract Verification**

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

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- Texas Government Code, Chapter 2274 the company must verify that it does not boycott 0 energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.
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Prepared For

# **OMNIA Contract# R240117**

The Hon Company c/o Perry Office Plus

ОМ Office 254-778-4755

Please allow 4-6 weeks for delivery. Quote is valid for 30 days.

**Address Purchase Order To:** Perry 1401 N Third St Temple, TX 76501

TIFFANY TEAGUE DESIGNER

Prepared By

Date: 6/4/2025 NDENSED QUOTE KFD UPDATED.sp4

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
1	BLDG A LEV	1	KIM	C01SDT0201	COHEN,SIDE TABLE,MATTE BLACK,C01SDT0201	\$ 1,674.00	55.55	\$ 744.11	\$744.11
2	BLDG A LEV	3	HON	HLSL2016PH2	Ped Cushion: 20x15.8x1	\$ 446.00	61.50	\$ 171.71	\$515.13
				\$(1)	Grd 1 Uph				
				.UR	Contourett				
				62	Flame				
3	BLDG A LEV	4	HON	HLSL24280	24"D x 28"H O-Leg Support for Wksf (single lea)	\$ 460.00	61.50	\$ 177.10	\$708.40
				\$(P1)	P1 Paint Opts				
				.P	Black				
4	BLDG A LEV	2	HON	HLSL2428SL	24Dx28H Shared O-Leg Sup for Wksf (single	\$ 570.00	61.50	\$ 219.45	\$438.90
				\$(P1)	lea) P1 Paint Opts				
				.Р	Black				
5	BLDG A LEV	2	HON	HLSL30280	30"D x 28"H O-Leg Support for Wksf (single	\$ 508.00	61.50	\$ 195.58	\$391.16
				\$(P1)	leq) P1 Paint Opts				
				.P	Black				
6	BLDG A LEV	2	HON	HLSL3028SL	30Dx28H Shared O-Leg Sup for Wksf (single	\$ 632.00	61.50	\$ 243.32	\$486.64
				\$(P1)	leq) P1 Paint Opts				
				.P	Black				
7	BLDG A LEV	2	HON	HLSLZ5SC54	42"W External Stiffener	\$ 136.00	61.50	\$ 52.36	\$104.72
				.Р	Black				
8	BLDG A LEV	4	HON	HLSLZ5SC84	72"W External Stiffener	\$ 161.00	61.50	\$ 61.99	\$247.96
				.Р	Black				
9	BLDG A LEV	4	HON	H10502	10500 Series Floorstnd Full Ht Ped B/B/F	\$ 891.00	61.50	\$ 343.04	\$1,372.16
				\$(L1STD)	15-5/8W x 22-3/4D Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
10	BLDG A LEV	2	HON	H105855	10500 Series Back enclosure for 66"W Stack on	\$ 290.00	61.50	\$ 111.65	\$223.30
				\$(L1STD)	Storage Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
11	BLDG A LEV	3	HON	H105856	10500 Series Back enclosure for 72"W Stack on	\$ 311.00	61.50	\$ 119.74	\$359.22
				\$(L1STD)	Storage Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
12	BLDG A LEV	2	HON	H105857	10500 Series Back enclosure for 78"W Stack on	\$ 338.00	61.50	\$ 130.13	\$260.26
				\$(L1STD)	Storage Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
13	BLDG A LEV	5	HON	HFSC183664W	Flagship Bookcase 5-shelf 36"W x 18"D x	\$ 1,785.00	63.70	\$ 647.96	\$3,239.80
				\$(P1)	64-1/4"H P1 Paint Opts	-			

Line #	t Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
				.S	Charcoal				
14	BLDG A LEV	1	HON	HCT29MX	Arrange Seated Height X-base for 36" Surfaces	\$ 767.00	63.00	\$ 283.79	\$283.79
				\$(P1)	P1 Paint Opts				
				.P7A	Textured Charcoal				
15	BLDG A LEV	3	HON	H105106	10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile	\$ 927.00	61.50	\$ 356.90	\$1,070.70
				\$(L1STD)	Ped B/F Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
16	BLDG A LEV	1	HON	H10516	10500 Series Lat File 4-Dr36W 20D 59-1/8H	\$ 2,730.00	61.50	\$ 1,051.05	\$1,051.05
				\$(L1STD)	Grd L1 Standard Laminates				
				ردر LSA1.	Sterling Ash				
				LSA1	Sterling Ash				
17	BLDG A LEV	3	HON	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$ 743 00	61.50	\$ 286.06	\$858.18
17		5	non			φ / 15.00	01.50	φ 200.00	φ050.10
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
10		<u> </u>		LSA1	Sterling Ash	+ <u>-</u>	61.50	+ 000 07	±1 702 24
18	BLDG A LEV	2	HON	H105327G	10500 Series78Wx14-5/8Dx37-1/8HStk-onStg L WrkStn-FrstdDr	\$ 2,329.00	61.50	\$ 896.67	\$1,793.34
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
19	BLDG A LEV	2	HON	H10533G	10500 Series 66Wx14-5/8Dx37-1/8H Stack-on	\$ 2,114.00	61.50	\$ 813.89	\$1,627.78
				\$(L1STD)	Stq-Frosted Dr Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
20	BLDG A LEV	3	HON	H10534G	10500 Series72Wx14-5/8Dx37-1/8H Stack-on	\$ 2,152.00	61.50	\$ 828.52	\$2,485.56
				\$(L1STD)	Stq-Frosted Dr Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
21	BLDG A LEV	3	HON	H105535	10500 Series Bookcase 5-shelf	\$ 1,071.00	61.50	\$ 412.34	\$1,237.02
					36Wx13-1/8Dx71H	, ,			1, 2 - 2
				\$(L1STD) .LSA1	Grd L1 Standard Laminates				
				LSA1 LSA1	Sterling Ash Sterling Ash				
22	BLDG A LEV	3	HON	H105599	10500 Series Bridge 36W x 24D x 29-1/2H	\$ 456.00	61.50	\$ 175.56	\$526.68
22	DLDG A LLV	J	HON		-	φ 430.00	01.50	φ175.50	φ <b>320.00</b>
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
23	BLDG A LEV	2	HON	H10560	10500 Series Bridge 42W x 24D x 29-1/2H	\$ 456.00	61.50	\$ 175.56	\$351.12
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
24	BLDG A LEV	1	HON	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$ 1,264.00	61.50	\$ 486.64	\$486.64
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
25	BLDG A LEV	5	HON	H105690	10500 Series 36Wx24Dx29-1/2H Lateral File	\$ 1,329.00	61.50	\$ 511.67	\$2,558.35
					Two-Drawer				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
26	BLDG A LEV	2	HON	H10578	10500 Series Desk Shell 60W x 30D x 29-1/2H	\$ 876.00	61.50	\$ 337.26	\$674.52
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
27	BLDG A LEV	2	HON	H105901	10500 Series Cred w/Kneespace	\$ 1,917.00	61.50	\$ 738.05	\$1,476.10
				\$(L1STD)	66Wx24Dx29-1/2H 2-0-2 Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
28	BLDG A LEV	2	HON	H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped	\$ 1,570.00	61.50	\$ 604.45	\$1,208.90
				\$(L1STD)	Cred RH F/F Ped Grd L1 Standard Laminates	. ,			
				(LISTD) .LSA1	Sterling Ash				
				LSA1	Sterling Ash				
29	BLDG A LEV	1	HON	H105904L	10500 Series 72Wx24Dx29-1/2H Single Ped	\$ 1,570.00	61.50	\$ 604.45	\$604.45
29		-	non		Cred LH F/F Ped	φ 1,57 0100	01150	φ σσ in io	<i>400</i> 11 10
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
20				LSA1	Sterling Ash	± 1 2 40 00	61.50	± 400.07	<u>+1 442 C1</u>
30	BLDG A LEV	3	HON	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$ 1,249.00	61.50	\$ 480.87	\$1,442.61
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
31	BLDG A LEV	1	HON	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$ 1,249.00	61.50	\$ 480.87	\$480.87
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
32	BLDG A LEV	5	HON	H10592	10500 Series Desk Shell 72W x 30D x 29-1/2H	\$ 992.00	61.50	\$ 381.92	\$1,909.60
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
33	BLDG A LEV	2	HON	H10594	10500 Series Desk Shell 72W x 36D x 29-1/2H	\$ 1,048.00	61.50	\$ 403.48	\$806.96
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
34	BLDG A LEV	2	HON	H90055	10500 Series Tckbd for 66"W Stack on Strg Bck	\$ 405.00	61.50	\$ 155.93	\$311.86
				\$(B)	Enclosure Grd B Fab				
				.TRRN	Terrain				
				05	Bay				
35	BLDG A LEV	3	HON	H90056	10500 Series Tckbd for 72"W Stack on Strg Bck	\$ 427.00	61.50	\$ 164.40	\$493.20
55		5	non		Enclosure	(	01150	φ 10 m lo	φ155120
				\$(B) .TRRN	Grd B Fab Terrain				
				05	Bay				
36	BLDG A LEV	2	HON	H90057	10500 Series Tckbd for 78"W Stack on Strg Bck	s 450 00	61.50	\$ 173.25	\$346.50
50		۷		\$(B)	Enclosure Grd B Fab	ς φ. 130.00	01.30	Ψ 1/ J.2J	φ <b>υ-τ0.</b> 30
				۶(D) TRRN.	Terrain				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sel
				05	Вау				
37	BLDG A LEV	2	HON	H512	510 Series Vertical File 2 Drawer Letter w/Lock	\$ 707.00	63.70	\$ 256.64	\$513.28
				.P	Standard Random Key Lock				
				\$(P1)	P1 Paint Opts				
				.S	Charcoal				
38	BLDG A LEV	2	HON	HLSLR2454	Voi 24"D x 54" W Rectangle Worksurface	\$ 467.00	61.50	\$ 179.80	\$359.60
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
				.G	Grommets				
				Р	Black				
39	BLDG A LEV	2	HON	HLSLR2484	Voi 24"D x 84" W Rectangle Worksurface	\$ 836.00	61.50	\$ 321.86	\$643.72
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
				.G	Grommets				
				Р	Black				
40	BLDG A LEV	1	HON	HLSLR3042	Voi 30"D x 42" W Rectangle Worksurface	\$ 440.00	61.50	\$ 169.40	\$169.40
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
				.G	Grommets				
				Р	Black				
41	BLDG A LEV	2	HON	HLSLR3084	Voi 30"D x 84" W Rectangle Worksurface	\$ 923.00	61.50	\$ 355.36	\$710.72
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
				.G	Grommets				
				Р	Black				
42	BLDG A LEV	12	HON	HFCG6	Flock Casual Guest	\$ 843.00	59.60	\$ 340.57	\$4,086.84
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				63	Bordeaux				
				.PR8	Silver Texture				
43	BLDG A LEV	2	HON	HMG1	Motivate 4-Leg Stack Chair-Set/2	\$ 745.00	62.50	\$ 279.38	\$558.76
				.N	No Arm				
				.E	Standard Nylon Glide				
				.MB	Mulberry				
				.CBK	Charblack				
44	BLDG A LEV	1	HON	HSB50	Accommodate Bariatric Chair	\$ 1,121.00	0.00	\$ 1,121.00	\$1,121.00
				.N	Armless				
				.E	Standard Nylon Glide				
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				
				.CBK	Charblack				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
45	BLDG A LEV	2	HON	HWCUSUBN	Uph Seat Uph Back Armless	\$ 1,340.00	59.60	\$ 541.36	\$1,082.72
				.LE495	Sterling Ash				
				\$(1)	Grade 1 UPH				
				.UR	Contourett				
				62	Flame				
46	BLDG A LEV	1	HON	HCTSQR36	Arrange Table 36" Square Top	\$ 510.00	63.00	\$ 188.70	\$188.70
				.N	No Grommet				
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				.SA	Sterling Ash				
47	BLDG A LEV	8	HON	HSGS6	Accomodate Set of Two Guest Chairs	\$ 1,155.00	62.50	\$ 433.13	\$3,465.04
				.F	Fixed				
				.В	Both HrdCstr and StdNylonGlide				
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				
48	BLDG A LEV	20	HON	.CBK HIWMM	Charblack IGNITION 2 TASK MID-BACK ILIRA BACK	\$ 724.00	62.50	\$ 271.50	\$5,430.00
						-			
49	BLDG A LEV	54	HON	HMPTBNTL	Long Nesting Base for 60W & 72W Tops	\$ 445.00	63.00	\$ 164.65	\$8,891.10
				\$(P1)	P1 Paint Opts				
				.P71	Black				
50	BLDG A LEV	2	HON	HTG1PWR-3P-1E	MhoB G1 Popup Port-3 AC Pwr-1 Blank-6' Cord	\$ 523.00	63.00	\$ 193.51	\$387.02
				.SVR	Silver				
51	BLDG A LEV	1	HON	HLSLZ5SC54	42"W External Stiffener	\$ 136.00	61.50	\$ 52.36	\$52.36
				.Р	Black				
52	BLDG A LEV	1	HON	HLSLZ5SC60	48"W External Stiffener	\$ 143.00	61.50	\$ 55.06	\$55.06
				.P	Black				
53	BLDG A LEV	2	HON	HLSLZ5SC66	54"W External Stiffener	\$ 149.00	61.50	\$ 57.37	\$114.74
				.Р	Black				
54	BLDG A LEV	4	HON	H10502	10500 Series Floorstnd Full Ht Ped B/B/F	\$ 891.00	61.50	\$ 343.04	\$1,372.16
				\$(L1STD)	15-5/8W x 22-3/4D Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
55	BLDG A LEV	1	HON	H10524LEP	15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Pane	\$ 353.00	61.50	\$ 135.91	\$135.91
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
56	BLDG A LEV	2	HON	H105854	10500 Series Back enclosure for 60"W Stack on	\$ 277.00	61.50	\$ 106.65	\$213.30
				\$(L1STD)	Storage Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
57	BLDG A LEV	1	HON	H105856	10500 Series Back enclosure for 72"W Stack on	\$ 311.00	61.50	\$ 119.74	\$119.74
				\$(L1STD)	Storage Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
58	BLDG A LEV	4	HON	H105HLEG2428	105 SER H-leg 24Wx28-3/8H	\$ 411.00	61.50	\$ 158.24	\$632.96
				\$(P1)	P1 Paint Options				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
59	BLDG A LEV	1	HON	HCT29LX	Arrnge Seated Hght X-base for 42-48" Srfc	\$ 842.00	63.00	\$ 311.54	\$311.54
				\$(P1)	P1 Paint Opts				
				.CBK	Charblack				
60	BLDG A LEV	26	HON	HMPTBNTL	Long Nesting Base for 60W & 72W Tops	\$ 445.00	63.00	\$ 164.65	\$4,280.90
				\$(P1)	P1 Paint Opts				
				.P71	Black				
61	BLDG A LEV	1	HON	H10516	10500 Series Lat File 4-Dr36W 20D 59-1/8H	\$ 2,730.00	61.50	\$ 1,051.05	\$1,051.05
				\$(L1STD)	Grd L1 Standard Laminates				
				LSA1	Sterling Ash				
				LSA1	Sterling Ash				
62	BLDG A LEV	2	HON	H105324G	10500 Series 60Wx14-5/8Dx37-1/8H Stack-on	\$ 2,062.00	61.50	\$ 793.87	\$1,587.74
02		-	non	\$(L1STD)	Sta-Frosted Dr Grd L1 Standard Laminates	¢ 2,002.00	01150	<i>ϕ</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<i>\</i>
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
63	BLDG A LEV	1	HON	H10534G	10500 Series72Wx14-5/8Dx37-1/8H Stack-on	\$ 2,152.00	61.50	\$ 828.52	\$828.52
				\$(L1STD)	Sta-Frosted Dr Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
	4 BLDG A LEV			LSA1	Sterling Ash				
64		2	HON	H105535	10500 Series Bookcase 5-shelf	\$ 1,071.00	61.50	\$ 412.34	\$824.68
				\$(L1STD)	36Wx13-1/8Dx71H Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
65	BLDG A LEV	2	HON	H105599	10500 Series Bridge 36W x 24D x 29-1/2H	\$ 456.00	61.50	\$ 175.56	\$351.12
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
66	BLDG A LEV	1	HON	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$ 1,264.00	61.50	\$ 486.64	\$486.64
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
67	BLDG A LEV	1	HON	H10564	10500 Series Cred Shell 60W x 24D x 29-1/2H	\$ 828.00	61.50	\$ 318.78	\$318.78
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
68	BLDG A LEV	1	HON	H10568	10500 Series 30Wx24Dx29-1/2H Return Shell	\$ 612.00	61.50	\$ 235.62	\$235.62
				\$(L1STD)	w/Full Mod Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
69	BLDG A LEV	2	HON	H105680	10500 Series Return Shell 29-1/2H x 36W x 24D	\$ 641.00	61.50	\$ 246.79	\$493.58
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
70	BLDG A LEV	2	HON	H105690	10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer Crid L1 Standard Laminator	\$ 1,329.00	61.50	\$ 511.67	\$1,023.34
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
				LSA1	Sterling Ash				
71	BLDG A LEV	3	HON	H105811	10500 SeriesCorner Unit 24x36x36x24x 29-1/2H	\$ 1,006.00	61.50	\$ 387.31	\$1,161.93
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
72	BLDG A LEV	2	HON	H105903R \$(L1STD)	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped Grd L1 Standard Laminates	\$ 1,570.00	61.50	\$ 604.45	\$1,208.90
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
73	BLDG A LEV	3	HON	H105907R	10500 Series 42Wx24Dx29-1/2H Return Rt	\$ 1,221.00	61.50	\$ 470.09	\$1,410.27
, 0		5	non	\$(L1STD)	File/File Ped Grd L1 Standard Laminates	<i>ф 1/221100</i>	01150	φ in olos	<i><b>4</b>1/11012,</i>
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
74	BLDG A LEV	2	HON	H10592	10500 Series Desk Shell 72W x 30D x 29-1/2H	\$ 992.00	61.50	\$ 381.92	\$763.84
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
75	BLDG A LEV	1	HON	H105R2436	36Wx24D Rectangle Worksurface	\$ 272.00	61.50	\$ 104.72	\$104.72
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
76	BLDG A LEV	1	HON	H10502	10500 Series Floorstnd Full Ht Ped B/B/F	\$ 891.00	61.50	\$ 343.04	\$343.04
				\$(L1STD)	15-5/8W x 22-3/4D Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
77	BLDG A LEV	1	HON	H10534G	10500 Series72Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr	\$ 2,152.00	61.50	\$ 828.54	\$828.54
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
78	BLDG A LEV	1	HON	H105856 \$(L1STD)	10500 Series Back enclosure for 72"W Stack on Storage Grd L1 Standard Laminates	\$ 311.00	61.50	\$ 119.74	\$119.74
				.LSA1	Sterling Ash				
79	BLDG A LEV	1	HON	H105907R	10500 Series 42Wx24Dx29-1/2H Return Rt	\$ 1,221.00	61.50	\$ 470.10	\$470.10
				~	File/File Ped Undecided LAMINATE Option				
80	BLDG A LEV	1	HON	H10592	10500 Series Desk Shell 72W x 30D x 29-1/2H	\$ 992.00	61.50	\$ 381.93	\$381.93
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
81	BLDG A LEV	1	HON	H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure	\$ 427.00	61.50	\$ 164.40	\$164.40
				\$(В) тррм	Grd B Fab				
				.TRRN 05	Terrain Bay				
82	BLDG A LEV	1	HON	H105R2460	60Wx24D Rectangle Worksurface	\$ 405.00	61.50	\$ 155.93	\$155.93
02	JEDG A LEV	T			-	φ 105.00	01.30	ψ 100.00	41JJ.JJ
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
83	BLDG A LEV	2	HON	H105R2466	66Wx24D Rectangle Worksurface	\$ 431.00	61.50	\$ 165.94	\$331.88
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
84	BLDG A LEV	1	HON	H105R2472	72Wx24D Rectangle Worksurface	\$ 446.00	61.50	\$ 171.71	\$171.71
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
85	BLDG A LEV	2	HON	H90054	10500 Series Tckbd for 60"W Stack on Strg Bck	\$ 357.00	61.50	\$ 137.45	\$274.90
				\$(B)	Enclosure Grd B Fab				
				TRRN	Terrain				
				05	Вау				
86	BLDG A LEV	1	HON	H90056	10500 Series Tckbd for 72"W Stack on Strg Bck	\$ 427.00	61.50	\$ 164.40	\$164.40
				\$(B)	Enclosure Grd B Fab				
				.TRRN	Terrain				
				05	Вау				
87	BLDG A LEV	1	HON	HTLHP120	Preside Laminate Hollow Panel Base For 120" W	V\$2,385.00	63.00	\$ 882.45	\$882.45
				\$(L1STD)	Table Tops Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				.LSA1	Sterling Ash				
88	BLDG A LEV	3	HON	HMG1	Motivate 4-Leg Stack Chair-Set/2	\$ 810.00	62.50	\$ 303.75	\$911.25
				.N	No Arm				
				.F	Felt Glide				
				.MB	Mulberry				
				.CBK	Charblack				
89	BLDG A LEV	1	HON	HCTRND42	Arrange Table 42" Round Top	\$ 634.00	63.00	\$ 234.58	\$234.58
				.N	No Grommet				
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				.SA	Sterling Ash				
90	BLDG A LEV	54	HON	HMPTT2460	Between 24x60 Table Top	\$ 529.00	63.00	\$ 195.73	\$10,569.42
				.N	No Grommets				
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				.SA	Sterling Ash				
91	BLDG A LEV	1	HON	HCWPT	15" x 17" Personal Table	\$ 466.00	63.00	\$ 172.42	\$172.42
				\$(L1STD)	Grd L1 Standard Laminate				
				.LSA1	Sterling Ash				
				.SA	Sterling Ash				
				\$(P1)	P1 Paint Opts				
				.CBK	Charblack				
92	BLDG A LEV	1	HON	HTLC48120	Preside 120W x 48D Rectangular Shaped Laminate Top	\$ 1,477.00	63.00	\$ 546.49	\$546.49
				.G	2MM/Flat				
				SA	Sterling Ash				
				.G1	Cut Out For Pop Up Port				
				\$(L1STD)	Grd L1 Standard Laminates				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
				.LSA1	Sterling Ash				
93	BLDG A LEV	90	HON	HPN1	Perpetual Armless Nesting Chair Flex-back	\$ 1,022.00	62.50	\$ 383.25	\$34,492.50
				.A	4-legs All Surface Caster				
				.UU	Upholstered Back				
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				
				.т	Black				
94	BLDG A LEV	3	HON	HSGS6	Accomodate Set of Two Guest Chairs	\$ 1,090.00	62.50	\$ 408.75	\$1,226.25
				.N	Armless				
				.В	Both HrdCstr and StdNylonGlide				
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				
				.CBK	Charblack				
95	BLDG A LEV	10	HON	HCFEU	Cofi Executive Height Chair	\$ 1,505.00	62.50	\$ 564.38	\$5,643.80
				.Y2	Advancd Synchro-Tilt/St Slider				
				.STC	Standard Cylinder				
				.51C .V	Hgt-Width Adj Arm (incl Pivot)				
				.v .R	Black Roll Control Caster				
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				
				.CHS	Channel Stitch				
				TC00	Coordinating				
				.PA	Polished Aluminum				
96	BLDG A LEV	10	HON	HIWMM	IGNITION 2 TASK MID-BACK ILIRA BACK	\$ 724.00	62.50	\$ 271.50	\$2,715.00
97	LEVEL 1 BL	6	HON	H10502	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$ 891.00	61.50	\$ 343.04	\$2,058.24
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
98	LEVEL 1 BL	1	HON	H105062	15-5/8Hx28-3/4Dx28H Box/Box/File Pedestal	\$ 966.00	61.50	\$ 371.91	\$371.91
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
99	LEVEL 1 BL	1	HON	H10524LEP	15-3/4Wx23-7/8Dx28-1/2H L-Shaped End Pane	l\$ 353.00	61.50	\$ 135.91	\$135.91
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
100	LEVEL 1 BL	6	HON	H105291	10500 Series Bookcase/Cabinet w/Core	\$ 1,014.00	61.50	\$ 390.39	\$2,342.34
				\$(L1STD)	Removable Loc Grd L1 Standard Laminates				
				LSA1	Sterling Ash				
				LSA1	Sterling Ash				
101	LEVEL 1 BL	6	HON	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$ 743.00	61.50	\$ 286.06	\$1,716.36
				\$(L1STD)	Grd L1 Standard Laminates				-
				LSA1	Sterling Ash				
				LSA1	Sterling Ash				
102	LEVEL 1 BL	1	HON	H10530LEP	15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Pane	1\$ 376.00	61.50	\$ 144.76	\$144.76
	• • • •	-		\$(L1STD)	Grd L1 Standard Laminates	,•			τ = · · Ο
				Ψ(ΕΙΟΙΟ)					

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
				.LSA1	Sterling Ash				
103	LEVEL 1 BL	2	HON	H105324G	10500 Series 60Wx14-5/8Dx37-1/8H Stack-on Stg-Frosted Dr	\$ 2,062.00	61.50	\$ 793.87	\$1,587.74
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
104	LEVEL 1 BL	1	HON	H105327G \$(L1STD)	10500 Series78Wx14-5/8Dx37-1/8HStk-onStg L WrkStn-FrstdDr Grd L1 Standard Laminates	\$ 2,329.00	61.50	\$ 896.67	\$896.67
				LSA1	Sterling Ash				
				LSA1	Sterling Ash				
105	LEVEL 1 BL	4	HON	H10534G	10500 Series72Wx14-5/8Dx37-1/8H Stack-on	\$ 2,152.00	61.50	\$ 828.52	\$3,314.08
105			non	\$(L1STD)	Sta-Frosted Dr Grd L1 Standard Laminates	φ 2,152.00	01.50	φ 020.52	ψ <b>3,31</b> 1.00
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
106		4	HON	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$ 1,264.00	61.50	\$ 486.64	\$1,946.56
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
107	LEVEL 1 BL	5	HON	H10579	10500 Series Desk Shell 66W x 30D x 29-1/2H	\$ 941.00	61.50	\$ 362.29	\$1,811.45
				\$(L1STD)	Grd L1 Standard Laminates				
				LSA1	Sterling Ash				
				LSA1	Sterling Ash				
108	LEVEL 1 BL	2	HON	H105854	10500 Series Back enclosure for 60"W Stack on	\$ 277.00	61.50	\$ 106.65	\$213.30
100		-		\$(L1STD)	Storage Grd L1 Standard Laminates	φ <b>_</b> // του	01.00	+	<i>+0.00</i>
				.LSA1	Sterling Ash				
109	LEVEL 1 BL	4	HON	H105856	10500 Series Back enclosure for 72"W Stack on Storage	\$ 311.00	61.50	\$ 119.74	\$478.96
				\$(L1STD)	Grd L1 Standard Laminates				
110	LEVEL 1 BL	- 1		.LSA1 H105857	Sterling Ash	¢ 220.00	C1 F0	£ 120 12	¢120.12
110	LEVEL I BL	1	HON	\$(L1STD)	10500 Series Back enclosure for 78"W Stack on Storage Grd L1 Standard Laminates	\$ 338.00	61.50	\$ 130.13	\$130.13
				.LSA1	Sterling Ash				
111	LEVEL 1 BL	1	HON	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$ 1,249.00	61.50	\$ 480.87	\$480.87
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
112	LEVEL 1 BL	3	HON	H105907R	10500 Series 42Wx24Dx29-1/2H Return Rt File/File Ped	\$ 1,221.00	61.50	\$ 470.09	\$1,410.27
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
113	LEVEL 1 BL	1	HON	LSA1 H105908L	Sterling Ash	¢ 1 221 00	61.50	¢ 470.00	\$470.09
511	LLVEL I DL	T	NUN	\$(L1STD)	10500 Series 42Wx24Dx29-1/2H Return Lt File/File Ped Grd L1 Standard Laminates	\$ 1,221.00	01.30	\$ 470.09	۵.09÷
				.LSA1	Sterling Ash				
				LSA1	Sterling Ash				
114	LEVEL 1 BL	1	HON	H105R2448	48Wx24D Rectangle Worksurface	\$ 346.00	61.50	\$ 133.21	\$133.21
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sell
				SA	Sterling Ash				
115	LEVEL 1 BL	2	HON	H105R3060	60Wx30D Rectangle Worksurface	\$ 455.00	61.50	\$ 175.18	\$350.36
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
116	LEVEL 1 BL	1	HON	H105R3066	66Wx30D Rectangle Worksurface	\$ 488.00	61.50	\$ 187.88	\$187.88
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				SA	Sterling Ash				
117	LEVEL 1 BL	2	HON	H90054 \$(B)	10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure Grd B Fab	\$ 357.00	61.50	\$ 137.45	\$274.90
				۶(۵) TRRN.	Terrain				
				05	Bay				
118	LEVEL 1 BL	4	HON	H90056	10500 Series Tckbd for 72"W Stack on Strg Bck	\$ 427 00	61.50	\$ 164.40	\$657.60
110			non	\$(B)	Enclosure Grd B Fab	φ 127100	01.50	φ 101.10	4037.00
				.TRRN	Terrain				
				05	Вау				
119	LEVEL 1 BL	1	HON	H90057 \$(B)	10500 Series Tckbd for 78"W Stack on Strg Bck Enclosure Grd B Fab	\$ 450.00	61.50	\$ 173.25	\$173.25
				.TRRN	Terrain				
				05	Вау				
120	LEVEL 1 BL	3	HON	HLSL28P	28"H Post Leg	\$ 414.00	61.50	\$ 159.39	\$478.17
				\$(P1)	P1 Paint Opts				
				э(Г1) .Р	Black				
121	LEVEL 1 BL	7	HON	HIWMM	Ignition 2 Task Mid-back, ilira back	\$ 915.00	62.50	\$ 343.13	\$2,401.91
		,	non		-	φ 515100	02150	φ 5 15115	φב) Ιστιστ
				.Y1	Synchro-Tilt W Seat Slider				
				.A .S	Height and Width Adj. Arm Black All-Surface Caster				
					Skipped Option				
				 \$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				
				.BY	Bullseye Adjustable Lumbar				
				.SB	Standard Base				
				.Т	Black				
122	LEVEL 1 BL	3	HON	HMG1	Motivate 4-Leg Stack Chair-Set/2	\$ 810.00	62.50	\$ 303.75	\$911.25
				.N	No Arm				
				.F	Felt Glide				
				.MB	Mulberry				
				.CBK	Charblack				
123	LEVEL 1 BL	4	HON	HSGS6	Accomodate Set of Two Guest Chairs	\$ 1,090.00	62.50	\$ 408.75	\$1,635.00
				.N	Armless				
				.В	Both HrdCstr and StdNylonGlide				
				\$(1)	Grade 1 Uph				
				.UR	Contourett				
				62	Flame				

Line #	Notes	Qty	Mfg	Part No.	Part Description	List	% Discount	Sell	Ext Sel
				.CBK	Charblack				
124 L	EVEL 1 BL	1	HON	HCT29LX	Arrnge Seated Hght X-base for 42-48" Srfc	\$ 842.00	61.50	\$ 324.17	\$324.17
				\$(P1)	P1 Paint Opts				
				.CBK	Charblack				
125 L	EVEL 1 BL	1	HON	HCTRND42	Arrange Table 42" Round Top	\$ 634.00	61.50	\$ 244.09	\$244.09
				.N	No Grommet				
				\$(L1STD)	Grd L1 Standard Laminates				
				.LSA1	Sterling Ash				
				.SA	Sterling Ash				
126 L	EVEL 1 BL	2	HON	HLSL28P	28"H Post Leg	\$ 414.00	61.50	\$ 159.39	\$318.78
				\$(P1)	P1 Paint Opts				
				.Р	Black				
127 <b>L</b>	EVEL 1 BL	1	HON	HLSL3028SL	30Dx28H Shared O-Leg Sup for Wksf (single	\$ 632.00	61.50	\$ 243.32	\$243.32
				\$(P1)	leg) P1 Paint Opts				
				.Р	Black				
128 L	EVEL 1 BL	2	HON	HLSLZ5SC60	48"W External Stiffener	\$ 143.00	61.50	\$ 55.06	\$110.12
				.P	Black				
129 <b>C</b>	OTHER	3	MOOR	202AG-25	Porcelain Steel Whiteboard – Deluxe Aluminum Trim 4x6	\$ 794.49	47.87	\$ 414.20	\$1,242.60
130 <b>C</b>	OTHER	10	MOOR	202AH-25	Porcelain Steel Whiteboard – Deluxe Aluminum Trim 4x8	\$ 931.54	47.87	\$ 485.65	\$4,856.50
131 <b>C</b>	OTHER	8	MOOR	322AB-19	Colored Cork Tackboard – Aluminum Trim 2x3	\$ 296.82	46.56	\$ 158.61	\$1,268.88
132 <b>S</b>	SURCHARG	1		PERFRIEHGT	HON SURCHARGE	\$ 5,858.60	0.00	\$ 5,858.60	\$5,858.60
133		1		PERINSTALL	DELIVER AND INSTALL	\$ 32,000.00	0.00	\$ 32,000.00	\$32,000.00
						Proie	ct Total:	\$	213,905.80

Line #	Notes	Qty Mfg	Part No.	Part Description	List	%	Sell	Ext Sell
				-		Discount		

### FURNITURE QUOTE ACCEPTANCE FORM Terms and Conditions of Sale for Furniture Purchases

### **ORDER PLACEMENT INFORMATION**

<u>Approval of Credit</u>- All orders are subject to approval of Credit and, unless already on file, must be accompanied by a Perry Business Credit Application. A deposit may be required and if so, the order will be on hold until deposit is received.

<u>Order Acceptance</u>- Perry requires all orders to be in writing to assure completeness and to avoid errors and duplications. Delivery lead times are estimated from the date a valid order is submitted to Perry and all holds have been released, not from the date of this quotation.

<u>Order Changes and Cancellations</u>- Requests for changes or cancellations in orders previously received by Perry must be made within 24 hours of order submission. Changes must be in writing and are subject to additional charges if made after the first 24 hours. Changes, if approved, may alter delivery dates. To avoid significant change order fees, Buyer is strongly encouraged to provide accurate delivery date and location at time of order and avoid making any changes after 24-hour order submission window. Any fees charged to Perry by the furniture manufacturer because of order changes will be the responsibility of the Buyer.

<u>Return Policy</u>- Manufacturer Direct/Custom orders shall only be returnable if defective/damaged at time of delivery and installation. Perry, at its own discretion, may approve non-direct, non-custom product for return. Product approved for return will be subject to a restock fee. Design, assembly, installation, handling, and delivery charges are non-refundable.

### **BILLING POLICIES**

<u>Invoicing & Taxes</u>- All invoices are due and payable no later than the 10th day of the month following the date of the invoice. Perry creates product invoices at the time of product delivery or 30 days after receipt of product in Perry warehouse, whichever comes first. Orders will be invoiced in the calendar year in which they shipped. Unless specified, the prices do not include any applicable taxes. The buyer agrees to pay or reimburse Perry for any such taxes Perry is required to pay. Any specified taxes are subject to change in accordance with the laws of the governing agency.

### SHIPPING, DELIVERY, INSTALLATION & ACCEPTANCE

<u>Delivery Dates</u>- Perry shall exercise every possible means to ensure a timely arrival. However, Perry shall not be held liable for failure to meet requested delivery dates. Perry is not responsible for changes to manufacturer lead times or product shipment schedules.

Freight & Surcharges- Charges are estimates, actual freight charges may vary. Perry will make every effort to anticipate and acknowledge all freight charges at time of order. Unexpected freight or product surcharges due to economic uncertainty will be the responsibility of the Buyer.

Site Security, Loss, or Damage- Buyer is responsible for all worksite security. Once the product has been delivered to Buyer's location, Buyer is solely responsible for loss or damage to the product. Lost or damaged product shall be repaired or replaced at Perry 's sole discretion.

Storage- Orders shipped to Perry may be stored for 30 days after shipment at no charge. After 30 days orders will be invoiced, and Buyer will be assessed a weekly storage charge of 1% of the total amount of the order until it is delivered.

<u>Drop Ship Orders</u>- Buyer must have safe and adequate storage space made available for drop ship orders. Unless otherwise agreed in writing, Buyer is responsible for receipt, delivery, installation, damage claims and all other service and freight issues associated with a drop ship order. Orders redirected to Perry warehouse will incur change order fees plus 1% storage fee beginning at time of delivery.

Delivery & Installation- The job site shall be clear and free of debris prior to delivery and installation. Adequate electrical current and lighting as well as areas for off-loading, staging, moving, and handling shall be provided by the Buyer. Buyer shall provide access to all facilities required for delivery, including but not limited to elevators and loading docks. Unless specified, Perry shall not handle any of Buyer's existing furniture or equipment. Under no circumstances shall Perry handle any of the following equipment: computers, printers, copiers, fax or postage machines, telephones, or any other data storage device. Perry, at its sole discretion, may provide services needed to move, rearrange, or reconfigure existing furniture. Buyer must request these services in advance. Perry standard labor charges will apply, according to the circumstances. Unless otherwise noted, delivery and installation shall be made Monday thru Friday 8:00 am to 5:00 pm. Perry, at its sole discretion, will determine the method and type of labor for all delivery and installation charges. Buyer shall be responsible for any required specialized methods of delivery or installation and/or specialized labor (electricians, data, phone, union labor, etc.). Delivery and installation charges are subject to state sales tax and are due and payable upon invoice. If any of the above conditions are not met, the delivery and installation charges.

<u>Force Majeure</u>- Perry shall not be liable for any failure to perform if such failure results directly or indirectly from: its inability to obtain materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis; interruption of transportation, government regulation, labor disputes, strikes, riots, insurrection, war, civil commotion, fire, flood, accident, storm, act of God, or any other circumstances beyond Perry control.

<u>Acceptance</u>- Immediately after delivery/ installation Perry and Buyer shall perform an inspection for conformity to the order and for defects or damages, and shall note, in writing, all mutually agreed upon items on a punch list. Upon completion of the inspection, Perry and Buyer shall sign a Service Report or packing slip, which shall constitute the Buyer's acceptance of the products as received and installed, subject only to the contents of the punch list.

By returning this form you (Buyer) give your consent to place the furniture order according to the attached quote, and you (Buyer) accept the terms and conditions stated above.

Quote Accepted By:	Today's Date:
Delivery Point of Contact Name:	_POC Phone:
Delivery Address:	_City/State/Zip:
Requested Delivery Date:	_PO#:

# **REGION 4 EDUCATION SERVICE CENTER (ESC)**

**Contract # R**240117

for

# FURNITURE, INSTALLATION, AND RELATED SERVICES

with

THE HON COMPANY LLC

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

# APPENDIX A

# <u>CONTRACT</u>

services").

# **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 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 initial 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 in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

- 2) <u>Scope</u>: 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) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) <u>Order of Precedence</u>. 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) <u>Commencement of Work</u>. 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) <u>Entire Agreement (Parol evidence)</u>. 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) <u>Assignment of Contract</u>. 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) <u>Novation</u>. 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) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) <u>Adding Authorized Distributors/Dealers</u>. 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) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. 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) <u>Termination for Cause</u>. 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) <u>Delivery/Service Failures</u>. 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.
- d) <u>Force Majeure</u>. 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) <u>Standard Cancellation</u>. 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) <u>Licenses</u>. 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) <u>Survival Clause</u>. 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 for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the term.
- 14) <u>Delivery</u>. 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.

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.

- 15) <u>Inspection & Acceptance</u>. 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) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) <u>Price Adjustments</u>. 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) <u>Audit Rights</u>. 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) <u>Discontinued Products</u>. 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) <u>New Products/Services</u>. 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) <u>Options.</u> 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) <u>Warranty Conditions</u>. 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) <u>Site Cleanup</u>. 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) <u>Site Preparation.</u> 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) <u>Registered Sex Offender Restrictions.</u> 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) <u>Safety measures.</u> 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) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) <u>Stored materials.</u> 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) <u>Funding Out Clause.</u> 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) <u>Indemnity</u>. 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) <u>Marketing</u>. 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) <u>Certificates of Insurance</u>. 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) <u>Legal Obligations</u>. 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.

#### 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	600 East 2nd Street	
City/State/Zip	Muscatine, IA 52761	
Telephone No.	800-466 -8694	
Email Address	contractmanager@honcompany.com	
Printed Name	Eric Schroeder	
Title	Vice President, Finance - HNI Workplace Furnishings	
Authorized signature	AAB	
Accepted by Region 4 ESC: Contract No. R240117	Corrected to 12/31/2027	
	- 2/17/2024to <del>10/31/2037</del>	
Region 4 ESC Authorized Boa	ard Member Date	
Linda Tinnerman Print Name		
Region 4 ESC Authorized Boa	ard Member Date	
Victor E. White		

Print Name

#### <u>Appendix B</u>

#### **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.) 8/13/24 Review

The HON - 10/15/24 - Per Region 4 - all	Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Region 4 Ar exceptions Se approved Au Di	ection 10. Adding uthorized istributors/Deale , P.2	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.	Contractor is prohibited from- authorizing aAdditional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor 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 is added to their dedicated website. Purchase orders and payment can only may be made to the Contractor or authorized dealer 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.	New

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non- Performance or Contractor Deficiency, P.2-3	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.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and 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	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	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.	ESC. 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 for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	New
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	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.	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 and Contractor will be compensated for work in progress.	New
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 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.	Similar to current language

A		the second second the second	
Appendix A,	Upon prior written agreement	Upon prior written agreement	Similar to current
Section 28 Stored	between the Contractor and Region	between the Contractor and Region 4	language
Materials, P.6	4 ESC, payment may be made for	ESC, payment may be made for	
	materials not incorporated in the	materials not incorporated in the work but delivered and suitably stored at	
	work but delivered and suitably		
	stored at the site or some other	the site or some other location, for	
	location, for installation at a later	installation at a later date. An	
	date. An inventory of the stored	inventory of the stored materials must	
	materials must be provided to	be provided to Region 4 ESC prior to	
	Region 4 ESC prior to payment. Such	payment. Such materials must be	
	materials must be stored and	stored and protected in a secure	
	protected in a secure location and	location and be insured for their full value by the <del>Contractor</del> party in	
	be insured for their full value by the		
	Contractor against loss and damage.	control of the location against loss and	
	Contractor agrees to provide proof of coverage and additionally	damage, unless otherwise agreed to by Contractor and Region 4 ESC.	
	<b>.</b> .	Contractor and Region 4 LSC. Contractor The insuring party agrees to	
	insured upon request. Additionally,	provide proof of coverage and	
	if stored offsite, the materials must also be clearly identified as property	additionally insured upon request.	
	of Region 4 ESC and be separated	Additionally, if stored offsite, the	
	from other materials. Region 4 ESC	materials must also be clearly	
	must be allowed reasonable	identified as property of Region 4 ESC	
	opportunity to inspect and take	and be separated from other	
	inventory of stored materials, on or	materials. Region 4 ESC must be	
	offsite, as necessary. Until final	allowed reasonable opportunity to	
	acceptance by Region 4 ESC, it shall	inspect and take inventory of stored	
	be the Contractor's responsibility to	materials, on or offsite, as necessary.	
	protect all materials and equipment.	Until final acceptance delivery into	
	Contractor warrants and guarantees	Region 4 ESC control by Region 4 ESC,	
	that title for all work, materials and	it shall be the Contractor's	
	equipment shall pass to Region 4	responsibility to protect all materials	
	ESC upon final acceptance.	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.	
Appendix A,	Indemnity. Contractor shall protect,	Indemnity. Contractor shall protect,	New
Section 30	indemnify, and hold harmless both	indemnify, and hold harmless both	
Indemnity, P.6	Region 4 ESC and its administrators,	Region 4 ESC and its administrators,	
	employees and agents against all	employees and agents against all	
	claims, damages, losses and	claims, damages, losses and expenses	
	expenses arising out of or resulting	to the extent caused by arising out of	
	from the actions of the Contractor,	<del>or resulting from</del> the <mark>negligent</mark> actions	
	Contractor employees or	or willful misconduct of the	
	subcontractors in the preparation of	Contractor, Contractor employees or	
	the solicitation and the later	subcontractors in the preparation of	
	execution of the Contract. Any	the solicitation and the later execution	
	litigation involving either Region 4	of the Contract. Any litigation involving	
	ESC, its administrators and	either Region 4 ESC, its administrators	
	employees and agents will be in	and employees and agents will be in	
	Harris County, Texas.	Harris County, Texas.	

Exhibit A, Section 1.1 Requirement, P.31	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.	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer 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 or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state.	New
Exhibit A, Section 2.2 Pricing Commitment, P.34	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.	available (net to buyer) to Public Agencies nationwide and further- commits that if a Participating Public- Agency is eligible for lower pricing-	Similar to current language

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		Supplier shall provide OMNIA Partners with an electronic accounting report	OMNIA Partners will
		monthly, in the format prescribed by	discuss with HON
Fee Reporting, P.44	monthly, in the format prescribed by OMNIA Partners, summarizing all	OMNIA Partners, summarizing all	OK allows for more
F.++	Contract Sales for each calendar month.	-	time to report/pay
	The Contract Sales reporting format is	month. The Contract Sales reporting	
	provided as Exhibit C ("Contract Sales	format is provided as Exhibit C	
	Report"), attached hereto and	("Contract Sales Report"), attached	
	incorporated herein by reference.	hereto and incorporated herein by	
	Contract Sales Reports for each calendar		
	-	each calendar month shall be	
		provided by Supplier to OMNIA	
	following month. Failure to provide a	Partners by the 1 <mark>50</mark> th day of the	
	Contract Sales Report within the time	following month. Failure to provide a	
	and manner specified herein shall	Contract Sales Report within the time	
	constitute a material breach of this	and manner specified herein shall	
	Agreement and if not cured within thirty	-	
	(30) days of written notice to Supplier	Agreement and if not cured within	
	shall be deemed a cause for termination	-	
	of the Master Agreement, at Principal	Supplier shall be deemed a cause for	
	Procurement Agency's sole discretion,	termination of the Master Agreement,	
	and/or this Agreement, at OMNIA	at Principal Procurement Agency's	
	Partners' sole discretion.	sole discretion, and/or this	
		Agreement, at OMNIA Partners' sole	
		discretion.	
Exhibit B, Section	Administrative Fee payments are to be	Administrative Fee payments are to be	OMNIA Partners wil
	paid by Supplier to OMNIA Partners at	paid by Supplier to OMNIA Partners	discuss with HON
Fee Payment, P.44	the frequency and on the due date	within 30 days of calendar month end,	OK allow more time
		at the frequency and on the due date	
		stated in Section 13, above, for	
	-	Supplier's submission of	
	Fee payments are to be made via	corresponding Contract Sales Reports.	
	Automated Clearing House (ACH) to the		
	_	made via Automated Clearing House	
	institution identified in <u>Exhibit D</u> . Failure		
	to provide a payment of the	designated financial institution	
		identified in <u>Exhibit D</u> . Failure to	
	manner specified herein shall constitute a material breach of this Agreement and		
		and manner specified herein shall	
	written notice to Supplier shall be	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	
	and/or this Agreement, at OMNIA	termination of the Master Agreement,	
		at Principal Procurement Agency's	
		sole discretion, and/or this	
	shall bear interest at a rate equal to the		
		discretion. All Administrative Fees not	
		paid when due shall bear interest at a	
	permitted by law until paid in full.	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.	
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Funds Certifications, Overview P.53	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204- 24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204- 24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	Acknowledged of Exhibit F, HON as completed the Exhibit F documents as part of the response
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	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.	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 offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Funds Certifications, Record Retention	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.	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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.	

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	When Participating Agency expends	When Participating Agency expends	
Funds	federal funds for any contract resulting	federal funds for any contract	
Certifications,	from this procurement process, offeror	resulting from this procurement	
Certification of	certifies that it will comply with the	process, offeror certifies that it will	
Compliance with	mandatory standards and policies	comply with the mandatory standards	
Energy Policy and	relating to energy efficiency which are	and policies relating to energy	
Conservation Act,	contained in the state energy	efficiency which are contained in the	
P.60	conservation plan issued in compliance	state energy conservation plan issued	
	with the Energy Policy and Conservation	in compliance with the Energy Policy	
	Act (42 U.S.C. 6321 et seq.; 49 C.F.R.	and Conservation Act (42 U.S.C. 6321	
	Part 18).	et seq.; 49 C.F.R. Part 18). It is the	
		responsibility of the authorized	
		Participating Agency to notify the	
		offeror if federal funds will be utilized	
		to procure items under the resulting	
		contract and/or purchase order prior	
		to offeror's acceptance of the order.	
Exhibit F, Federal	To the extent purchases are made with	To the extent purchases are made	
Funds	Federal Highway Administration, Federal	with Federal Highway Administration,	
Certifications,	Railroad Administration, or Federal	Federal Railroad Administration, or	
Certification of	Transit Administration funds, offeror	Federal Transit Administration funds,	
Compliance with	certifies that its products comply with all	offeror certifies that when requested	
Buy America	applicable provisions of the Buy America	prior to offeror's acceptance of an	
Provisions, P.60	Act and agrees to provide such	order, offeror will certify whether its	
	certification or applicable waiver with	individual products comply to with all	
	respect to specific products to any	applicable provisions of the Buy	
	Participating Agency upon request.	America Act and agrees to provide	
		such certification or applicable waiver	
	Buy America Act must still follow the	with respect to specific products to	
		any Participating Agency upon	
	free and open competition.	request. Purchases made in	
		accordance with the Buy America Act	
		must still follow the applicable	
		procurement rules calling for free and	
		open competition.	
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Exhibit F, Federal	The Contractor agrees to comply with 49	_	
Funds	USC 5323(j) and 49 CFR Part 661, which	requested prior to Contractor's	
Certifications,	provide that federal funds may not be	acceptance of an order, to certify	
Certification of	obligated unless steel, iron and	whether its individual products	
Compliance with	manufactured products used in FTA-	comply with 49 USC 5323(j) and 49	
Buy America	funded projects are produced in the	CFR Part 661, which provide that	
Provisions, (1)		federal funds may not be obligated	
P.60	granted by FTA or the product is subject		
	to a general waiver. General waivers are		
	- · ·	are produced in the United States,	
	interest waiver from the Buy America	unless a waiver has been granted by	
	requirements applies to	FTA or the product is subject to a	
	microprocessors, computers,	general waiver. General waivers are	
	microcomputers, software or other such		
	devices, which are used solely for the	interest waiver from the Buy America	
	purpose of processing or storing data.	requirements applies to	
	This general waiver does not extend to a		
	product or device that merely contains a		
	microprocessor or microcomputer and is		
		the purpose of processing or storing	
	processing or storing data. Separate	data. This general waiver does not	
	requirements for rolling stock are set	extend to a product or device that	
	out at 5323(j)(2)(C) and 49 CFR 661.11.	merely contains a microprocessor or	
		microcomputer and is not used solely	
		for the purpose of processing or	
		storing data. Separate requirements for rolling stock are set out at	
		5323(j)(2)(C) and 49 CFR 661.11.	
		5525(J)(2)(C) and 45 CFK 001.11.	
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j), and the applicable	acceptance of an order, it will certify	
Certification of	regulations of 49 CFR 661.11.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j), and the applicable	
Provisions,		regulations of 49 CFR 661.11.	
Certificate of			
Compliance, P.60			
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j)(1), and the applicable	acceptance of an order, it will certify	
Certification of	regulations in 49 CFR part 661.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j)(1), and the applicable	
Provisions,		regulations in 49 CFR part 661.	
Certificate of			
Compliance, P.61			
Exhibit F, Federal	Offeror agrees that all contracts it	Offeror agrees that all dealer	
Funds	awards pursuant to the Contract shall be		
Certifications,	bound by the foregoing terms and	Contract shall be bound by the	
Certification of	conditions.	foregoing terms and conditions.	
Applicability to			
Subcontractors,			
P.62			

Funds Certifications, Community Development	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using	may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is	
	Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	
Funds Certifications, Community Development	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 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 and as applicable.	
Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64	federal entities.	is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.	
Funds Certifications, FEMA and	Federal Requirements If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	Federal Requirements If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding may be is utilized, and Contractor is notified prior to order placement.	

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	The contractor will include the portion	The contractor will include the portion	
Funds		of the sentence immediately	
Certifications,	paragraph (1) and the provisions of	preceding paragraph (1) and the	
FEMA and	paragraphs (1) through (8) in every	provisions of paragraphs (1) through	
	subcontract or purchase order unless	(8) in every <mark>dealer</mark> subcontract <del>or-</del>	
Funding Special	exempted by rules, regulations, or	<del>purchase order</del> unless exempted by	
Conditions, 3.	orders of the Secretary of Labor issued	rules, regulations, or orders of the	
Equal	pursuant to section 204 of Executive	Secretary of Labor issued pursuant to	
Employment	Order 11246 of September 24, 1965, so	section 204 of Executive Order 11246	
Opportunity, Item	that such provisions will be binding	of September 24, 1965, so that such	
8, P.68	upon each subcontractor or vendor. The	provisions will be binding upon each	
	contractor will take such action with	<mark>dealer</mark> subcontractor <del>or vendor</del> . The	
	respect to any subcontract or purchase	contractor will take such action with	
	order as the administering agency may	respect to any <mark>dealer</mark> subcontract <del>or</del>	
	direct as a means of enforcing such	<del>purchase order</del> as the administering	
	provisions, including sanctions for	agency may direct as a means of	
	noncompliance:	enforcing such provisions, including	
		sanctions for noncompliance:	
	Provided, however, that in the event a		
	contractor becomes involved in, or is	Provided, however, that in the event a	
	threatened with, litigation with a	contractor becomes involved in, or is	
	subcontractor or vendor as a result of	threatened with, litigation with a	
	such direction by the administering	dealer subcontractor <del>or vendor</del> as a	
		result of such direction by the	
	United States to enter into such	administering agency, the contractor	
		may request the United States to	
	United States.	enter into such litigation to protect	
		the interests of the United States.	
Exhibit F, Federal	Offeror agrees to comply with all terms	Offeror agrees to comply with all	
Funds	and conditions outlined in the FEMA	terms and conditions outlined in the	
Certifications,	Special Conditions section of this	FEMA Special Conditions section of	
FEMA and	solicitation, as applicable.	this solicitation <del>.</del> , as applicable.	
Additional Federal			
Funding Special			
Conditions, Sign-			
Off, P.81			



# 24-01 Addendum 6 The HON Company LLC Supplier Response

### **Event Information**

Title:	<ul> <li>24-01 Addendum 6</li> <li>Furniture, Installation, and Related Services</li> <li>Request for Proposal</li> <li>4/11/2024</li> <li>6/13/2024 02:00 PM (CT)</li> <li>Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.</li> </ul>
	Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.
	No manual, emailed, or faxed proposals will be accepted.
	NON-MANDATORY PRE-PROPOSAL CONFERENCE #2
	Meeting to be held on Wednesday, May 1, 2024 at 10:00 am CST via ZOOM. Click <u>here t</u> o join.
	Maating to be held on

Meeting to be held on Wednesday, April 24, 2024 at 10:00 am via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

### **Contact Information**

Address: Finance and Operations 7145 West Tidwell Road TX 77092 Email: questions@esc4.net

#### 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	600 East 2nd Street	
City/State/Zip	Muscatine, IA 52761	
Telephone No.	800-466-8694	
Email Address	contractmanager@honcompany.com	
Printed Name	Eric Schroeder	
Title	Vice President, Finance - HNI Workplace Furnishings	
Authorized signature	SAR	
Accepted by Region 4 ESC:		
Contract No	_1	
Initial Contract Term	to	
Region 4 ESC Authorized Boa	Ind Member Date	
Print Name		
Region 4 ESC Authorized Boa	rd Member Date	

Print Name

**The HON Company LLC Information** 

**Christine McCormick** Contact: Address: 600 E 2nd Street Muscatine, IA 52761 Phone: (800) 466-8694 Email: contractmanager@honcompany.com Web Address: www.hon.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Schroeder Signature Submitted at 6/10/2024 11:47:58 AM (CT)

### **Requested Attachments**

SIGNATURE FORM HON.pdf Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Email

contractmanager@honcompany.com

#### Appendix B - Terms & Conditions Acceptance Form

OFFER AND CONTRACT SIGNATURE FORM

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

#### Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

#### OMNIA Partners - Exhibit F Federal Funds Certifications

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

#### Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

#### Antitrust Certification Statements

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

#### **Diversity Program Certifications**

If there are any diversity programs, provide a copy of their certification.

#### Minority Women Business Enterprise Certification

**Certificate of Interested Parties (Form 1295)** 

Please upload Minority Women Business Enterprise Certification if applicable.

Appendix B - Terms Conditions

OFFER AND CONTRACT

Acceptance Form.pdf

Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Exhibit F - Federal Funds Redlined HON.pdf

Attribute 52\_Value Add\_HON 632024.pdf

Antitrust Certification Statements\_HON.pdf

Certificate of Interested Parties (Form 1295) HON.pdf

No response

No response

Submit FEIN and Dunn & Bradstreet report.	FEIN and Dunn & Bradstreet report_HON.pdf
Upload FEIN and Dunn & Brandstreet report here.	
Products and Pricing	Pricers_HON HBF.zip
Each offeror awarded an item under this solicitation may offer their complete prod line. Describe the full line of products and services offered by supplier.	uct and service offering/a balance of
Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification	No response
Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enter applicable.	prise (DBE) Certification if
Historically Underutilized Business (HUB) Certification	No response
Please upload Historically Underutilized Business (HUB) Certification if applicable.	
Texas Government Code 2270 Verification Form	Texas Government Code 2270 Verification Form_HON.pdf
Please complete the Texas Government Code 2270 Verification Form, located on completed document here.	the Attachments tab, and upload the
Additional Agreements Offeror will require Participating Agencies to	No response
sign.	
Upload any additional agreements offeror will require Participating Agencies here.	
Historically Underutilized Business Zone Enterprise (HUBZone)	No response
Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if ap	oplicable.
Other recognized diversity certificate holder	No response
Please upload other recognized diversity certificate holder if applicable.	
<b>OMNIA Partners - Exhibit F Federal Funds Certifications</b>	Exhibit F - Federal Funds Redlined_HON.pdf
Please complete the OMNIA Partners - Exhibit F Response for National Cooperation Attachments tab and upload the completed documents here.	ve Contract located on the
OMNIA Partners - Exhibit G New Jersey Business Compliance	OMNIA Partners - Exhibit G New Jersey Business Compliance_HON.pdf
Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance	e forms, located on the Attachments

**Response Attachments** 

#### Attribute 12\_Warranty\_HON HBF.pdf

tab, and upload the completed documents here.

Warranty

#### Attribute 47\_Authorized Distributors Dealers Listing\_HON.pdf

Authorized Distributors Dealers Listing

#### HNI\_2022\_CSR\_Report.pdf

HNI 2022 CSR Report

#### HON COI.pdf

HON Certificate of Insurance

#### HON Cover Letter.pdf

HON Cover Letter

#### Products and Pricing\_HON Discount Matrix.pdf

HON Discount Matrix

### **Bid Attributes**

1	<ul> <li>Oral Communication</li> <li>Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.</li> <li>✓ I have read and agree.</li> </ul>
2	Scope of Work Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	<ul> <li>Terms and Conditions</li> <li>Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.</li> <li>✓ I have read and agree.</li> </ul>
4	Products/Pricing - Upload on Response Attachments Tab
	Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. 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 apple, the 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. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable) <ul> <li>Manufacturer Part #</li> <li>Offeror's Part # (if different from manufacturer part #)</li> </ul>
	<ul> <li>Description</li> <li>Manufacturers Suggested List Price and Net Price</li> <li>Net price to Region 4 ESC (including freight)</li> </ul>
5	Is pricing available for all products and services?
-	✓ Yes
	□ No
6	List the category or categories you are offering.
	HON and HBF are proposing their complete catalog of products and services including, but not limited to, the following categories: Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems; Storage and Equipment; Cafeteria Furniture; Learning Spaces Furniture; Educational Office Furniture; Related and Ancillary Products, Accessories, and Solutions; and Services and Support Solutions
7	Furniture Offerings
	New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.
	Our proposal includes access to all new HON and HBF products and accessories; these products are offered based upon a discount off of list pricing. If you're interested in purchasing parts for our products, our Customer

Support or an approved authorized dealer can provide pricing and support. Used furniture, trade-ins, leasing/financing options, service and repairs not covered by our warranty are not offered by The HON Company. Our authorized dealers may provide a quote a case-by-case basis, however these offerings will not be included as part of our contract offering.

#### **Minimum Quantities** 8

Describe any minimums quantities.

There are no minimum quantity requirements for the OMNIA Region 4 contract. We offer an attractive discount structure which provides higher discounts based upon the list size of the order, including a negotiated tier for large projects.

#### 9 Custom or special orders

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

HON offers a wide array of product choices from tables to seating to systems components.? However, in the instance you cannot find a solution that works for your project, we offer the option to customize our standard products.??Pricing for our customized products is dependent upon the modification requested; list pricing for the custom item will be provided at time of request on a case-by-case basis. Customized list prices are not included in our standard list pricer. ? HNI and HON are well versed in creating solutions to meet a customer's specific needs. Approximately 85% of our large projects contain customs that range from fabrics and finishes to the use of new materials, or alterations to existing products, or the creation of new solutions. We have a dedicated Tailored Products Group (TPG) who works closely with our sales team and customers to confirm the quality and safety of our customized products. Our Close the Deal (CTD) team physically mocks-up a sample of commonly large orders and significant specials, allowing us to evaluate the custom product itself and in the context of its eventual environment to ensure it meets all requirements.? Custom product for large jobs is essentially a single customer standard. All prints and bills of material are executed at the same level as a standard product. Once they are initially completed, they flow seamlessly thereafter. Our TPG team meets daily with Operations and Supply Chain to ensure the custom requests in house advance as planned, and to review new requests to make sure the entire team is prepared and committed.? We offer an ability to deliver tailored product solutions in a seamless manner. Because HON manufactures our special applications products in-house, we have much better control of quality, cost, lead times, and warranty than other manufacturers. It's the best of both worlds: the responsiveness of a custom shop, with the resources of a large manufacturer.? Specials may include:? • Custom sizes? • Special laminate requests – fulfilling requests for laminates not available in our standard offering • Special paint finishes assisting with requests for competitor's paint colors • Special fabric applications – accommodating requests for products with more than two fabrics • And MORE!? Please contact your dealer partner or salesperson, to start the custom process.? If the special is approved, a list price will be provided, and it will be assigned a "SPL" model number to manage the product through the order process.

#### Describe ordering methods, tracking, and reporting. 0

HON will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery, and services to our mutual customers. Summary of the ordering process: contact an authorized dealer, who will provide a detailed quote and instructions on how to create a PO; send the completed PO to the authorized dealer, who will review your order for accuracy and submit it directly to HON: HON and our authorized dealer, will work through delivery, installation, and issue resolution. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

#### 1 **Shipping Costs** 1

1

Describe any shipping charges.

- 1. Describe delivery charges along with definitions for:
  - a. Dock Delivery
  - b. Inside Delivery
  - c. Deliver and Install

Deliveries shall be freight prepaid, FOB Destination and will be included in all pricing offered unless otherwise stated in writing. ? Dock delivery is included in our offered discounts and requires purchaser to off-load the shipment. Delivery location must have a dock and proper 53' trailer clearance. ? Inside delivery includes the authorized dealer off-loading the product into the facility. ? Deliver and Install includes receipt, inspections, and assembly of items delivered to specified areas of the facility by the authorized dealer. Additional charges will apply for inside delivery and installation which will be quoted on a project-by-project basis.

### 1 Warranty Pricing

Provide pricing for warranties on all products and services.

HON products are backed by the industry-leading HON Full Lifetime Warranty at no additional cost to the customer. 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. Please view Attribute 12\_Warranty attachment for a printed version.

### 1 Describe any return or 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 and HBF 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 or HBF 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.

### 1 Discounts or Rebates

Describe any additional discounts, special offers, promotions 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 some typical examples of the added ways HON can support our customer's procurement requirement needs. These incentives are negotiated on a per opportunity basis: • Additional pricing incentives for sole source agreements, committed volume, bulk buys and product standardization. • As noted above, we also offer negotiable pricing on individual projects based upon total list order size.

### 1 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance. For example, 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 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and the Contract Summary Document. Please view Attribute #82 for more information about ensuring accurate contract pricing.

### 1 Payment Methods

Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Payments can be made to The HON Company via check, credit card, EFT, ACH, or wire transfer. For payments by credit card, please contact our 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 submit a request for approval from Region 4 ESC prior to implementation.

1	Frequency of Pricing Updates
7	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. Updates may be no more frequently than quarterly.
	Pricing adjustments are generally requested on an annual basis after HON has announced the nationwide increase. Certain economic factors could warrant the need for a more frequent request. We will submit the proposed price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will standard discounting to Region 4 and OMNIA Partners change during the term of the contract, unless the change results in more favorable pricing for the end customer. Price increases will be proposed to list price only and will generally be based upon supplier and material cost increases.
1	Future Product Introductions
8	Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?
	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. New products are generally introduced quarterly and will be priced similarly to like products within a product category. For instance, new task seating products will receive the same discount as current task seating products on contract. If, for some reason, new products do not adequately align with current categories, we will submit our new products for consideration with an explanation as to why they do not meet the current criteria. HON will follow the requirements of the contract for new product introductions.
1 9	Are repurpose or end of life programs offered? If so, explain the process.
9	In the effort to keep HNI products out of the landfill, even after years of regular use, our company is actively researching ways to give our products a second life. To this end, we have partnered with Asset Network for Education Worldwide® (ANEW ®), a non-profit founded in 2004 to repurpose used office furnishings. Through HNI's partnership with ANEW®, customers can repurpose their products, support local and national organizations, and reduce waste. Many of our dealers have Furniture Take Back, Pre-Owned Furniture, and Decommissions Programs to help with these efforts and support their local communities, such as donating furniture to local organizations. Additionally, we provide disassembly diagrams and environmental data sheets for our products. These documents detail information on product materials and recyclability. They are intended to inform and support our customers on how to effectively recycle our products at the end of their useful life.
20	Are product loaner programs available? If so, explain the requirements.
0	Product loaner programs are not available at this time. Should we introduce this as an option in the future, we will work with OMNIA to understand if it is mutually beneficial to this service to our contract.
2	Describe experience with Prevailing Wage and Bacon-Davis.
1	The HON Company, utilizing our authorized dealer partners, has decades of experience servicing public sector agencies. Prevailing wage and Davis-Bacon Act requirements are familiar provisions found in many of HON's public sector contracts. HON monitors and maintains contract compliance with applicable federal and state regulations. Since authorized dealers perform or facilitate services on behalf of HON, we flow down prevailing wage and Davis-Bacon Act requirements to our authorized dealers and require each to certify compliance with such provisions prior to receiving authorization to service HON's public sector contract.

#### 2 2 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 structure is not acceptable.

23	Special Offers/Promotions
3	In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-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.
2 4	Federal Funding Pricing
4	Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.
25	Appendix D, Exhibit A, OMNIA Partners Response for National Contract
5	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.
2	Appendix D, Exhibit B, OMNIA Partners Administration Agreement
6	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.
2 7	Agreement on Appendix B, Terms and Conditions Acceptance Form.           Appendix D, Exhibits F and G           Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2	Appendix D, Exhibits F and G
	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. Emergency Orders Describe how Offeror responds to emergency orders.
2	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. Emergency Orders
28	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. Emergency Orders Describe how Offeror responds to emergency orders. 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. HON 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
28	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. Emergency Orders Describe how Offeror responds to emergency orders. 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. HON 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.

What is Offeror's average on time delivery rate?

Describe Offeror's history of meeting the shipping and delivery timelines.

We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries. Transit times and conditions vary based on size, distance and final destinations. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

### 3 Describe Offeror's history of meeting the shipping and delivery timelines.

The HON and HNI delivery model is unequaled for on-time delivery performance using a measurement called Complete and On-time (COT) to assess delivery performance. Our COT is tracked on a daily basis in all of our manufacturing facilities. The industry standard for on-time performance is to be measured in weekly increments however, this type of approach overlooks daily performance failures and disguises the true impact on the client. At HON, we calculate COT by dividing units produced by units scheduled to get a daily score. Examples of these metrics are below: Measuring COT for Production: Units produced divided by units scheduled equals percent complete. Distribution COT: Orders shipped divided by orders dispatched by hour equals percent COT. We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries.

## 3 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 and HBF 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 or HBF 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.

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

Please reference our complete warranty information on https://www.hon.com/warranty or in the attachment Attribute 12\_Warranty. After the project is completed, in the event of a warranty issue, our authorized dealers will continue to provide support to our customers. The warranty process begins with the authorized dealer using our Quick Claim Tool. 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 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. Customer Support will notify the dealer of the resolution plan and any additional information (including order numbers).

## 3 Describe Offeror's customer service/problem resolution process. Include hours of operation, number 4 of services, etc.

Our Customer Service team can provide sales, product information, and warranty services between the hours of 8:00 am and 5:00 pm CST, Monday through Friday. In addition, we accept emails and orders 24 hours a day and commit to respond to all inquiries within 8 hours of receipt during normal business hours, striving for complete resolution in 48 hours or less. General inquiries and warranty claims are processed by a team of service professionals following a 'Quick Claim' process. Orders greater than \$500K list are assigned to a project coordinator to streamline order entry, align production and delivery schedules based on your requirements, and monitor for speedy punch resolution. The dedicated project coordinator maintains close contact with the servicing dealer from the time of award until completion, supporting the planned installation timeline. If an issue is unresolved in a timely manner, we involve our CS leadership team to get resolution.

# <sup>3</sup> Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. <sup>5</sup> Offerors shall describe any associated fees pertaining to credit cards/p-cards.

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. There are no additional fees when using a credit card/p-card for payment. Please note that payment terms and acceptable methods of payment can be found in Attribute 16.

### 3 Transition Plan

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

Within 30 days of the award, The HON Company will: • Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. • At OMNIA Partners direction, we will 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 HON. In addition, HON 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 where applicable • Meet with authorized dealers 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 marketing material 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.

### 3 Describe the financial condition of Offeror.

HON is a wholly owned subsidiary of HNI Corporation; it is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation had the following revenues for the past 3 years: 2023 \$2,434,000,000 2022 \$2,361,800,000 2021 \$2,246,947,000 In fiscal 2023, HNI Corporation had net sales of \$2.4 billion, of which \$1.7 billion was attributable to the workplace furnishings portion of our business. HNI Corporation has a financial rating of 5A2 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

# 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/industry/government/omnia-partners. This website provides access to the most current price list, discount matrix, contract requirements, and ordering contact information to assist agencies in finding information quickly and is accessible without a login or password. Multiple resources are available for download on our dedicated OMNIA website including; how to order information, government look-book, HON-OMNIA digital lookbook, HON-OMNIA education lookbook, authorized dealer list, and HON NOW (quickship) program overview. We also provide digital tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos.

### 3 Describe the Offeror's safety record.

In 2022, HNI set ergonomic goals for manufacturing for the first time in company history. Members are empowered to recognize ergonomic hazards, identify early warning signs of work stress, and apply principles of prevention from product development through product manufacturing and product delivery. HNI members consistently work safer than the industry average. With our insistence that members report all concerns, including strain/sprain discomfort, our Restricted Duty Incident Rate is higher than the industry average but has resulted in a significantly lower Recordable Lost Time Incident Rate. Current HNI Workplace Furnishings rates: • 12-month OSHA Recordable Incident Rate 2.72 • 12-month OSHA Restricted Duty Rate 1.48 • 12-month OSHA Recordable Lost Time Incident Rate 0.47

## 4 Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

We continue to build on our strong foundation and launch new initiatives to lead HNI into the future. These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products. Our CSR report is updated every two years and can be viewed publicly on HNICorp.com. Additionally, ad-hoc environmental reporting and reviews can be provided upon agency's request. Please review attribute 63, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.

#### 4 Describe any social diversity initiatives.

HNI and HON are dedicated to fostering an inclusive workplace through HNI Belong, a broad-ranging strategy deeply rooted in our culture of fairness, respect, integrity, trust, transparency, and collaboration. Our commitment to HNI Belong and Diversity, Equity, and Inclusion (DEI) reflects HNI's core belief in creating a community for everyone where we value using each other's differences in experiences and ideas to solve problems and better serve our customers. HNI Belong focuses on three key areas: Leadership Commitment and Alignment, Diverse Talent, and Inclusive Workplace and Member Engagement. Please review attribute 64, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.

## Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.

Successful adoption relies on unified teams working together to ensure clear understanding of intent, expectations, and desired outcome of new policy, process and or procedure. Our sales team, customer support team, and dealer partners, have extensive experience working with the OMNIA Partners contract. When OMNIA adopts a new policy, process, or procedure, our compliance team ensures understanding, our learning & development team aligns terminology to the culture and determine the correct training methodology while our leaders and sales members disseminate this information to our internal teams as well as our dealer partners through various means such as training sessions, marketing materials, and sales resources. Furthermore, we ensure that the dedicated OMNIA website, accessible to our sales members, Government Customer Support Team, and dealer partners, is regularly updated with the latest information.

The HON Company is headquartered in Muscatine, Iowa and was incorporated in 1944 as Home-O-Nize. Eventually we began using the acronym HON that people know today. In addition to our Muscatine manufacturing facilities, we also have manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal dealer partners. Today, HNI Corporation manages multiple office furniture brands - including Allsteel, Gunlocke, HBF, and HON. 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.

### 4 Describe Offeror's reputation in the marketplace.

HON is a trusted leader and a highly recognized name in the office furniture industry. We've earned the respect of our partners, customers, suppliers, and community but also the recognition of several business, industry, and design publications - manufacturing and distribution awards. We take pride in crafting office furniture with quality and style. Our breadth of products reflects a keen understanding of the workplace. This is why our product innovations are strongly focused on responding to the needs of our customers. HON has a team ready to listen and understand our end users' specifications to create the best solutions. We strive for flawless execution and have the capacity to support hundreds of trucks daily, shipped nationally and internationally. For over 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 in all aspects of our business.

### 4 Describe Offeror's reputation of products and services in the marketplace.

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. HON products are backed by the industry-leading HON Full Lifetime Warranty. HON has received numerous product awards over the years including Wirecutter's Most Popular Picks of May 2023 and Forbes Vetted: Best Office Chair for Ignition 2.0, People's Choice Best Furniture & Design product for Flexion, and Interior Design 2023 Best of Year Awards for Confetti in the Educational Furniture category. In addition, in 2024 HNI Corporation was named as One of the Best Companies to Work For as well as being listed as #31 of 500 of America's Most Responsible Companies.

### 4 Describe the experience and qualifications of key employees.

Ric Andersen - VP and GM, Sales and Service. Ric directs all nationwide commercial contract business 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. Misael Munoz Director, Regional Sales Public Sector. Misael develops and executes sales strategies tailored to government and education sectors and collaborates with cross-functional teams to ensure alignment with our go-to market and client expectations. Christine McCormick, Public Sector Senior Contract Analyst. Christine will serve as the main contact for the Contracting Administration. With over 23 years of experience in the office furniture industry, she is a highly skilled and knowledgeable contract analyst with previous roles at HNI in Sales Operations and Customer Support. Christine is responsible for overseeing the public sector and local government contracts.

#### 4 Authorized Distributors/Dealers Listing

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.

2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

Please view attachment Attribute 47\_Authorized Distributors Dealers Listing for our list of authorized dealers. The HON Company is proposing to add dealers without prior written approval from Region 4. We are committed to keeping an updated dealer list on our dedicated website and notifying Region 4 and OMNIA when any adjustments occur.

### 4 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. 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 lead nationwide public sector cooperative contract that is offered in all 50 states. We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. 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. 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.

## 4 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers 9 and directors.

HON is a wholly owned subsidiary of the HNI Corporation which is a fortune 1,000 company. HNI 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.

### 5 References

Provide a minimum of 3 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.

Cypress Fairbanks School District | Houston, TX | Debbie Garcia | (832) 904-1793 | deborah.garcia@cfisd.net | 97 Schools in Cypress Fairbanks School District - Cypress Fairbanks District in Houston, Texas had a bond passed in 2019 to build or renovate 71 schools in Harris County since 2019 with \$15.5 million. The HON Company has provided furniture to many of these bond projects but most notable, Sprague middle school in 2023 resulting in \$1.9 million list award providing students with furniture that meets the needs of 21st century learning. Upcoming projects include Sampson, Tibbs, Post, and 8 other elementary school projects for summer 2024 install. Cypress Fairbanks School District has 61 elementary schools, 21 junior high schools and 15 high schools and is the third largest school district in the state of Texas. NOLA Education | New Orleans, LA | Kyle Clark | 504-250-3461 | kclark@nolaed.edu | NOLA Education, a private company, leads an academic program in public schools across the United States, dedicated to enhancing the academic performance of underperforming students. Since 2020, The HON Company has successfully managed projects exceeding \$10 million list in value for NOLA Education in various schools nationwide. Our commitment to fostering premier learning environments is reflected in our highquality furniture solutions, designed to enhance educational experiences for both teachers and students. We recently received an additional order of \$1.7 million list for several schools in the Midwest, further cementing our partnership and shared dedication to educational excellence. County of York Pennsylvania | York, PA | James D. Runshaw Director of Facilities | 28 East Market St. York PA 17401 | 717.324.5395 | JDRunshaw@YorkCountyPA.gov | Multiple County and City Projects – The HON Company has been a standard for the County of York for the past 24 years servicing nine of their county building for all furniture needs. The County of York services 440,000 people and is known for their big city amenities, with small town charm. HON 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. Des Moines Public Schools | Des Moines, IA | Jamie Wilkerson | 515-242-7700 | james.wilkerson@dmschools.org | Des Moines Public Schools is the largest school district in Iowa with having 71 facility buildings district wide. Since 2013, HON has processed \$10M+ list worth of projects at these various facilities as they look to improve their schools and facilities. We (HON) are continuously cultivating premier learning environments and will soon be adding an additional focus specifically around furniture needs for the teachers as Des Moines Public Schools is looking to retain and attract the top talent of educators. Jackson Elementary School is the most recent project that will be installing this summer ('24) of around \$400K list.

#### Value Add

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

Please see our Value Add Attachment uploaded to Attribute #52 for additional enhancements that HON has to offer, including ? HON NOW, ? 2-day customized seating options, ? Textile Innovations, ? Product Configurators, etc...

## 5 Value Add

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

## 5 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.

### 5 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.

## 5 Supplier Response

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

# Brief history and description of Supplier to include experience providing similar products and services.

Guided by timeless values, a culture of membership, and a commitment to service. The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits. The HON Company began when founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T, Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". 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 leftover 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. Today, HNI Corporation manages multiple office furniture brands — including HON, Allsteel, Gunlocke, and HBF. But it all started with HON, and we're still the largest operating company under HNI. A lot of people perceive premium design as synonymous with high prices. But that's a concept we flat-out reject. Why should a chair made with quality materials and thoughtful craftsmanship only be available to a certain set of customers? It's a question that's driven our company since 1947, when the first HON office furniture was released. And it still does today. We use our expertise in industrial design, product modeling and scalable production to create modern, quality office furniture that's available for everyone-not just huge corporations with limitless budgets. For 75 years, we've advocated for a design process focused on efficiency and scalability—a process we continue to refine to deliver award-winning workplace and educational solutions at affordable prices. Today, our designs encourage organizations everywhere to provide the workplace amenities their employees expect while fostering productivity, focus, and collaboration. Since 1982, HON has been a leading federal contractor of office furniture. 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 lead nationwide public sector cooperative contract that is offered in all 50 states. References noted in Attribute 50 provides additional details on our experience providing similar products and services to our customers.

### 5 Total number and location of salespersons 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. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1

## 5 Nur

#### 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 600 East 2nd Street, Muscatine, IA 52761 HON has resource centers located in the following markets for use by customers: Muscatine, IA New York, NY Washington, DC HON understands that our government, public sector, and non-profit customers often have their own unique set of needs. Our dedicated Government Customer Support team. is located in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at 800.466.8694 or e-mail GovernmentSupport@hniworkplacefurnishings.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST to ensure support of all time zones.

6 Annual sales for the three previous fiscal years.

\$2,434,000,000

- 6 Annual sales for the three previous fiscal years.
  - \$2,361,800,000

### 6 Annual sales for the three previous fiscal years.

\$2,246,947,000

#### Describe any green or environmental initiatives or policies.

HNI's corporate social responsibility mission drives us to respect people, reduce our impacts, and redefine tomorrow by fostering transparency and empowering our members to do and be better. In 2020, HNI developed our first carbon emission reduction targets that were approved by the Science Based Targets initiative (SBTi). These targets are in line with the GHG reductions required to meet the Paris Agreement goal of keeping global warming below 1.5 degrees Celsius. HNI is working to reduce absolute combined Scope 1 and 2 GHG emissions 35% by 2025 from 2018 baseline and reduce Scope 3 GHG emissions 40% per ton of products sold by 2035 using innovative product life cycle assessments. Since 2020, HNI has sourced 100% renewable electricity for global operations. Since 2018, we reduced combined Scope 1 and 2 GHG emissions by 64%. HNI joined RE100, a global corporate leadership initiative led by the Climate Group in partnership with CDP. As a member, HNI pledged to source 100% renewable electricity annually by 2030, which we met in 2020 and will continue to meet annually. We were recognized as one of the EPA Green Power Partnership's National Top 100 green power users for our efforts. Our goal is to cut our energy intensity by 50% by 2035. In our 2022 baseline energy audit, we discovered that our intensity has risen since 2018, and our total energy usage has declined. Absolute energy has decreased almost 8% from 2018. By 2030, HNI aims to achieve zero waste to landfill for all facilities. We diverted over 70,000 tons of waste from the landfill in 2021 and 2022. The majority of HNI waste (63%) is now recycled or diverted from the landfill. The solid waste produced in our facilities (37%) goes to the landfill. Since 2018, our total water consumption has decreased by 30%. We design products to be repairable by providing replaceable parts, and we educate our customers, dealers, and installers on ways to fix or retrofit products to make them last longer. Our products meet or exceed industry performance standards, which typically represent a 10-year lifespan. When our products do finally reach the end of their useful lives, we want to see component materials recycled locally and kept out of landfills. We provide environmental data sheets and disassembly diagrams to our customers, which detail the materials used in the products and provide guidance on which components can be recycled. As of 2022, we have 34 Environmental Product Declarations and plan to continue this work annually. By 2025, we are aiming to understand the chemical constituents down to 100 parts per million (ppm) for 100% of our materials by spend across the portfolio. Our packaging is the first point of contact between customers and our products. HNI is focused on eliminating all non-recyclable packaging materials by 2025, including eliminating Styrofoam. As of the end of 2022, our HNI Workplace Furnishings division omitted nearly 3.2 million parts of EPS from product packaging and achieved over 46% reduction. Our product development teams continue to identify packaging solutions, and in the process, have found several types of non-recyclable foam beyond EPS that are used in our product packaging. In several cases, we have been able to replace the non-recyclable foam with recycled corrugated cardboard, and we are continuing to research alternative materials. This requires engineering design and testing to ensure uncompromised product delivery and quality. Please review the attached HNI 2022 CSR Report or visit https://www.hnicorp.com/social-responsibility for more information. HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

#### 6 Diversity Programs

6 3

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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

HNI comprises the brands of Allsteel, Gunlocke, HBF, and HON. HNI maintains various levels of supplier diversity, for both direct and indirect supply chain requirements. At HNI, we recognize the value of offering opportunities to small, minority, woman-owned, SDVOB, HUB, HubZone and other historically disadvantaged businesses that meet our primary objective of unrivaled product quality. HNI actively evaluates global supply sources and their abilities to offer total cost reduction, without sacrifice to our primary objective of supreme product quality. Our philosophy is to select trading partners based on capabilities and essential business criteria. HNI and HON plan to maximize MWBE participation in the OMNIA Region 4 contract by partnering with our local trade partner for services such as project management, design, delivery, installation, and service after the sale. We are confident that the model we propose will be both relevant and authentic based on service level capabilities, proven track record, and strong infrastructure to support this contract. It is our goal to seek true partnerships with diverse suppliers, distributors, and service providers that provide us the opportunity to deliver the best quality, value, and performance. We have dealers with the Small Business, HubZone, SDVOB, MWBE certifications nationwide. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies. There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

65	Minority Women Business Enterprise □ Yes ☑ No
66	If yes, list certifying agency: No response
6 7	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise
68	If yes, list certifying agency: No response
<b>6</b> 9	Historically Underutilized Business (HUB) Yes No
7 0	If yes, list certifying agency: No response
7	Historically Underutilized Business Zone Enterprise (HUBZone) □ Yes ☑ No
7 2	If yes, list certifying agency: No response
73	Other recognized diversity certificate holder ☐ Yes ☑ No
7 4	If yes, list certifying agency: No response
75	Contractor Relationships List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. 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. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies.

#### Describe how supplier differentiates itself from its competitors.

HON is the commercial and educational furnishings brand that helps customers make their space work, with lasting function customers can depend on, a fresh look, and clever features, all at a reasonable price. HON customers benefit from our decades of manufacturing experience and expertise, extensive product line, and broad dealer network. And they can be assured of HON's commitment to flawless orders, on time and accurate every time. We take the time to understand our customers' environments and goals, to create workspace solutions that work best for them. 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 product development process is our product line called SoCo<sup>TM</sup>, which launched this year. SoCo—an intuitive modular lounge series designed to encourage the ease of both collaborative and focused work-offers ample comfort, unlimited configuration possibilities, and a soft, tailored aesthetic for productive shared spaces. Actions speak louder than words, but our words must also explain how we act. A key function of our "customer first" mission is how we communicate; this is a complex, oftenoverwhelming industry, and our goal is to make buying furniture easier. We partner with our authorized dealers who service our customers on a local level. Our authorized dealer partners are ambassadors of our brand and are held to our high service standards through dealer agreements. With our extensive network of authorized dealers HON can service any customer anywhere in the U.S. We also provide them with the right tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos. We recently adopted "make your space work" into our communications, and it's more than just a tagline. It's a four-word statement about what HON products can help customers achieve. "Make your space work" means something very personal to every single customer who encounters that message. We have a cohesive energy across the company, and we have the ability to be relevant to every different customer and their needs. This approach, like many others at HON, is holistic; it's an all-handson-deck effort across departments to ensure customers have access to the products and solutions they need and when they need them. Those elements allow us to differentiate ourselves from our competitors 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. HON 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.

### 7 Litigation, Bankruptcy or reorganization

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

HON is a wholly owned subsidiary of the HNI Corporation. HNI 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 company'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 company's financial condition, although such matters could have a material effect on the company's quarterly or annual operating results and cash flows when resolved in a future period.

### 7 Felony Conviction Notice

Indicate if the supplier:

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

✓ Yes

6

No

### 7 Debarment or suspension actions

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.

#### Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. Task, Multipurpose & Lounge Seating - Like a trusted co-pilot, your office chair should be intuitive, supportive, and adaptable. Whether you're brainstorming with colleagues in a conference room or putting the finishing touches on a solo project in a private office, we're designing ergonomically minded task seating that keeps busy people comfortable, focused, and productive, no matter where the day takes you. Desking & Casegoods- Whether you take most of your meetings from a quiet corner office or you're brainstorming in an energetic shared space, your desk determines the efficiency and organization of your workflow. From height-adjustable capabilities to integrated power hubs to smart storage additions, HON's got a command central that delivers powerful performance you want and deserve. Tables - A well-designed, expertly crafted table is the conduit every collaborative space needs to stay connected. With mobile and height-adjustable options, customizable aesthetics, and thoughtful attention to detail, HON's adaptable, multipurpose table collection encourages engagement and productivity with seamless ease. Storage, Vertical & Lateral Files - Has gone beyond simple filing cabinets and lockers. Whether you want a colorful, personalized place to stash your protein bars and running shoes or a comprehensive, multifunctional system that protects important paperwork, we're changing the way workplaces stay organized and on task. System & Pedestals - Workflow may vary during the week, but the efficiency of where you get it all done shouldn't. Busy professionals need a customized HQ that meets the demands of the day. And to us, that means dependable, flexible workstations that keep you focused, organized, and ready to succeed. Education - Today's comprehensive classroom goes beyond simple desks and chairs. At HON, we're thinking outside the box when it comes to education environments, and that means a comprehensive portfolio of dynamic, multipurpose solutions designed to spark imaginations, encourage inclusivity, and support connection in every space of every school. 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. Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

#### 8 Distribution

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 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 over 599 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.

### 8 Distribution

Describe how Participating Agencies are ensured 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 and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance, below is an overview of how Participating Agencies can confirm they are receiving products in accordance with the Master Agreement. Through our authorized dealers: 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 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and Contract Summary Document. Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible products, based upon order size, discounts, and list prices approved on the contract. Compass allows dealers the ability to create quick and accurate price quotes for customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and products - reducing the need for agencies to issue modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly. Our contract summary document provides our dealers with an overview of the pricing, products, and terms and conditions, including an overview of eligible customers, products approved under our contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions. A contract summary document is completed for each individual state that executes a Participating Addendum. Through our 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 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. Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7:00 a.m. - 6:00 p.m. Monday through Friday CST. Through Systematic Parameters (Oracle EBS): HON uses an Order Entry system called Oracle EBS. Each participating agreement is assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the agreement. The 4-digit code also aligns to the pricing, product, and terms and conditions of each individual contract ensuring each order receives accurate, real-time, contract pricing. The 4digit code will support only those products identified as eligible on the contract.

### 8 Logistics

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

HON's breadth of products and services, the scale and capability of our manufacturing, and the strength of our distribution enables us to provide the most efficient means of processing, handling, and shipping of products to public agencies nationwide. HON will utilize our nationwide network of authorized dealer partners to supply quoting, ordering, delivery, installation and services. HON enters into an agreement with our Authorized Dealer partners based upon the evaluation of their form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. Authorized Dealers are required to sign commitments that ensure servicing levels, standards, and terms and conditions are maintained. HON uses truckload, LTL (less-than-truckload) and FedEx to carry deliveries. The carrier pool varies by shipping location. HNI also uses a third-party logistics provider to load plan deliveries, Schneider Logistics.

### 8 Logistics

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

HON is a wholly owned subsidiary of HNI Corporation and maintains its corporate headquarters in Muscatine, Iowa, and conducts operations at locations throughout the United States as well as in India and Mexico, which house manufacturing, distribution, and retail operations and offices totaling an aggregate of approximately 11.6 million square feet. Of this total, approximately 3.2 million square feet are leased. In addition, many of our authorized dealers have showrooms where HON furniture can be viewed. Cedartown, GA 555,000 sq ft | Garland, TX 211,000 sq ft | Hickory, NC 210,000 sq ft | 6 locations Muscatine, IA 2,211,000 sq ft | Wayland, NY 750,000 sq ft | Saltillo, MX 540,000 sq ft | Mechanicsburg, PA 252,000 sq ft | Iowa City, IA 300,000 sq ft | Salt Lake City, UT 109,000 sq ft | Ontario, CA 179,544 sq ft

### 8 Marketing and Sales

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:

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

HON has 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 • Contract Summary documents will be created to outline the terms of the new agreement for our authorized dealer partners 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 and 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 as well as create individual market plans to drive sales growth in their coverage areas. • We will support approved contract pricing and products within our ordering systems by using our online pricing tool, Compass, and our Contract Summary Document that 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: • Our executive sales leaders will engage OMNIA Partners leadership to schedule business review meetings. Monthly funnel review at a local level in addition to Quarterly overall review will take place to ensure proper growth where opportunities present themselves. • Expected meetings with key customers to include: overview of Region 4 ESC; explanation of benefits of cooperative purchasing; benefits of OMNIA Partners over other cooperatives; and benefits of HON offering and our "Right to Win." • Our Director of Regional Sales Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans. Within three months of award: • 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. Training: HON has held the OMNIA Partners contract for almost 15 years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. We 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, guarterly marketing communication guides, and monthly sales/marketing webinars. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners members.

## 8 90-day Plan

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:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- 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

- 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.
- 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:
  - •OMNIA Partners 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' website including the online registration page;
  - •A dedicated toll-free number and email address for OMNIA Partners

Within 30 days of the award, HON will: o Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. o At OMNIA Partners direction, we will announce the award of the contract through any and all social channels, as well as company website o Design, publish, and distribute co-branded marketing materials o 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, HON will: o 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. o 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 HON. In addition, HON commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, o Design and publish advertising pieces in national and regional trade publications o Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the 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 marketing material distribution plans, and product presentations. Within 90 days of the award, The HON Company will: o Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members o Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract: o Discuss authorized users of the contract, pricing and service requirements, etc. o Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract o Understand how we can help them meet or exceed their purchasing requirements o 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.

#### 8 Transition

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.

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 including OMNIA Partners, NASPO, BuyBoard, COSTARS, KCDA, MHEC, Educational Data Services, ESCNJ, and Equalis, which offer varying product, pricing and terms to Public Sector customers. OMNIA Partners/Region 4 ESC contract is the lead 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.

### 8 Logo

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.

✓ Yes

No

### 8 Sales

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:

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

✓ Yes

No

### 9 Training

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

- Key features of Master Agreement
- · Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

✓ Yes

No

#### Responsibility

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 | Marketing: Alexa Wehrle Marketing Specialist wehrleal@hniworkplacefurnishings.com 563.299-4859 | Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541 | Sales Support: HON Government Sales Support Team hongovtsalessupport@honcompany.com | Accounts Payable: Holly Van Den Berghe and the Accounts Payable Team will be responsible for the OMNIA contract accountspayable@hnicorp.com 866.514.5882 Option 1 | Financial Reporting & Contracts: Christine McCormick Contract Analyst contractmanager@honcompany.com 563.275.0900

## 9 Sales Force

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

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. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1 Business Development Associates/Managers - HON 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 Contract 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 - HON has a total of 2 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 HON 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 HON. 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 Clevel executives of our largest customers - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and profitability for HON'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. Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541

## 9 Implementation

Explain in detail how the sales teams will work with the OMNIA Partners 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. o 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 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 21st Century Learning styles. The HON Company has invested in a tool that identifies all school districts that have active bond money to execute these efforts. 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 from OMNIA Partners. ? Our Marketing teams will continue to collaborate on the 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.

#### 9 Program Management

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 in a timely manner 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, guarterly 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, and provides inspirational images. 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 HON Company is proud to offer the OMNIA Partners contract as our leading nationwide public sector Cooperative Purchasing Program.

9 5	Supplier's Customer List
5	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.
	HON is a wholly owned subsidiary by HNI Corporation and HNI does not disclose financial information about its sales by operating company. In fiscal 2023, HNI Corporation had net sales of \$2.4 billion, of which \$1.7 billion was attributable to the workplace furnishings. Federal, state and local government business represent significant sales for HNI Corporation. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.
9	System Capabilities and Limitations
96	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.
	HNI and HON 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. HNI and HON utilizes an Oracle ERP Enterprise system to manage its entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR, and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur. Our preferred method is to have eligible customers submit their orders through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information prior to order. Dealers can place an order directly through The Community powered by Salesforce, via email, or EDI. Online resources are available to our dealers 24 hours a day, 7 days a week. HNI has a fully integrated order entry platform that allows us 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. Once the order is acknowledged, dealers or customers has access to 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 HNI's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monito
9 7	Projected Sales Year One Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that
	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
0	Projected Sales Year Two
98	Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

9 9	Projected Sales Year Three
9	Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
	\$0
1 0 0	Attribute deleted as part of an Addendum
1	General Terms and Conditions
01	Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.
1	Felony Conviction Notification
02	State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".
	Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".
	Subsection (c) states "this section does not apply to a publicly held corporation".
	Use the checkbox associated with this item to identify your status as it relates to this legal requirement.
	Non-Felon - person/owner IS NOT a convicted felon
	✓ Not Applicable-firm is a publicly held corporation ☐ Felon - person/owner IS a convicted felon
10	Name of Felon and Nature of Felony, if applicable
0 3	If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.
	If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.
	N/A
1	Criminal History Records Review of Certain Contract Employees
04	Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes continuing duties and direct contact with students at their school.

1	Historically Underutilized Business (HUB) Certification			
05	Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options:			
	<b>OPTION A</b> : My business has NOT been certified as HUB.			
	<ul> <li>OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.</li> <li>☑ OPTION A</li> <li>☑ OPTION B</li> </ul>			
1	Disclosure of Interested Parties			
06	<ul> <li>Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:</li> <li>(1) requires an action or vote by the governing body; or</li> <li>(2) has a value of \$1 million or more; or</li> <li>(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.</li> </ul>			
	NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).			
	If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.			
	Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.			
	Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:			
	(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and			
	(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.			
	IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.			
	ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education;			
	<ul> <li>an interagency contract of a state agency or an institution of higher education;</li> </ul>			
	<ul> <li>a contract related to health and human services if:</li> <li>the value of the contract cannot be determined at the time the contract is executed; and</li> </ul>			
	<ul> <li>any qualified vendor is eligible for the contract;</li> <li>a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;</li> </ul>			
	<ul> <li>a contract with a publicly traded business entry, including a wholly owned subsidiary of the business entry,</li> <li>a contract with a gas utility, as that term is defined by Section 31.002, Utilities Code; or</li> <li>a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.</li> </ul>			
	✓ I certify compliance with this attribute.			

#### **Conflict of Interest Questionnaire**

**0** 7

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or

3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

# Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <u>https://www.esc4.net/about/about-region-4</u>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: <u>Texas Local Government Code, Section 176</u> <u>Texas House Bill 23</u>

A blank Conflict of Interest Questionnaire is available by clicking: <u>https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf</u>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

✓ I certify compliance with this attribute.

**8** 

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

#### **1** Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

#### Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

<u>APPLICABILITY</u>: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

<u>EXCEPTIONS</u>: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

✓ I certify compliance with this attribute.

#### Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

<u>EXCEPTIONS</u>: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

✓ I certify compliance with this attribute.

#### Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

<u>EXCEPTION</u>: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

I certify compliance with this attribute.

1 2

#### Open Records Policy

1 3

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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.

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

**OPTION A**: 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.

**OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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.)

OPTION A - No proprietary information

OPTION B - Proprietary information marked

#### **Consent to Release Proposal Tabulation**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

I certify compliance with this attribute.

1	Contracting Information
1 1 5	If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
	(b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.
	As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is
	<ul><li>(1) related to the purchase or underwriting of a public security;</li><li>(2) is or may be used as collateral on a loan; or</li></ul>
	(3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."
	Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
	<ul> <li>(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and</li> <li>(3) on completion of the Agreement, either</li> </ul>
	(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
	(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.
	$\blacksquare$ I certify compliance with this attribute.
1 1	Anti-Trust Certification Statement
6	Vendor affirms 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 bid, neither I nor any representative of the Company have violated any provision of
	the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company have violated any federal
	antitrust law; and (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the
	contents of this bid 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.
	✓ I certify compliance with this attribute.
1 1 7	Federal Rule (A) - Contract Term Violations
7	(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 ( <b>A</b> ) above, when federal funds are expended by Region 4 ESC, Region 4 ESC 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.
	✓ I certify compliance with this attribute.

#### Federal Rule (B) - Termination Conditions

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(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC.

✓ I certify compliance with this attribute.

#### Federal Rule (C) - Equal Employment Opportunity

(C) 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 FR 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."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

### Federal Rule (D) - Davis Bacon Act/Copeland Act

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(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

 $\blacksquare$  I certify compliance with this attribute.

#### Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (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 ( $\mathbf{E}$ ) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.  $\mathbf{V}$  I certify compliance with this attribute.

#### Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F)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 ( $\mathbf{F}$ ) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule ( $\mathbf{F}$ ) above.

#### Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.

I certify compliance with this attribute.

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# Federal Rule (H) - Debarment and Suspension (H) (Executive Orders 12549 and 12689)—A contract

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

#### Federal Rule (I) - Byrd Anti-Lobbying Amendment

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(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

 $\blacksquare$  I certify compliance with this attribute.

#### Federal Rule (J) - Procurement of Recovered Materials

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

## Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment 27

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,

(2) extend or renew a contract to procure or obtain, or

(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

#### Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

✓ I certify compliance with this attribute.

#### Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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.

I certify compliance with this attribute.

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#### Federal Rule - Federal Record Retention

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When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

✓ I certify compliance with this attribute.

#### Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

#### Federal Rule - Solid Waste Disposal Act

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 Sold 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 exceed \$10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

✓ I certify compliance with this attribute.

### Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

✓ I certify compliance with this attribute.

#### Applicability to Subcontractors

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Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

#### **1** Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

## Indemnification 3 6

#### Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

#### Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed. (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

#### Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

✓ I certify compliance with this attribute.

#### 1 **Excess Obligations Prohibited**

37 Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. I certify compliance with this attribute.

#### 1 Suspension and Debarment 3 8

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

#### Change in Law and Compliance with Laws

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Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

#### <u>Appendix B</u>

#### **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,	Contractor is prohibited from	Contractor is prohibited from-	
Section 10. Adding	authorizing additional distributors or	authorizing aAdditional distributors or	
Authorized	dealers, other than those identified	dealers, other than those identified at	
Distributors/Deale	at the time of submitting their	the time of submitting their proposal,	
rs, P.2	proposal, to sell under the Contract	can be added by Contractor to sell	
	without notification and prior	under the Contract without	
	written approval from Region 4 ESC.	notification and prior written approval	
	Contractor must notify Region 4 ESC	from Region 4 ESC. Contractor must	
	each time it wishes to add an	notify Region 4 ESC each time it wishes	
	authorized distributor or dealer.	<del>to add</del> an authorized distributor or	
	Purchase orders and payment can	dealer is added to their dedicated	
	only be made to the Contractor	website. Purchase orders and payment	
	unless otherwise approved by	<del>can only</del> may be made to the	
	Region 4 ESC. Pricing provided to	Contractor or authorized dealer-unless-	
	members by added distributors or	otherwise approved by Region 4 ESC.	
	dealers must also be less than or	Pricing provided to members by added	
	equal to the Contractor's pricing.	distributors or dealers must also be	
		less than or equal to the Contractor's	
		pricing.	

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non- Performance or Contractor Deficiency, P.2-3	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.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and 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.	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	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.	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 for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	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.	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 and Contractor will be compensated for work in progress.	
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 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.	

Appondix A	Upon prior written agreement	Upon prior written agreement	
Appendix A, Section 28 Stored	between the Contractor and Region		
Materials, P.6	-	between the Contractor and Region 4 ESC, payment may be made for	
ivialeriais, P.O	4 ESC, payment may be made for materials not incorporated in the	materials not incorporated in the work	
	work but delivered and suitably	but delivered and suitably stored at	
	stored at the site or some other	the site or some other location, for	
	location, for installation at a later	installation at a later date. An	
	date. An inventory of the stored	inventory of the stored materials must	
	materials must be provided to	be provided to Region 4 ESC prior to	
	Region 4 ESC prior to payment. Such	payment. Such materials must be	
	materials must be stored and	stored and protected in a secure	
	protected in a secure location and	location and be insured for their full	
	be insured for their full value by the	value by the <del>Contractor</del> party in	
	Contractor against loss and damage.	control of the location against loss and	
	Contractor agrees to provide proof	damage, unless otherwise agreed to by	
	of coverage and additionally	Contractor and Region 4 ESC.	
	insured upon request. Additionally,	Contractor The insuring party agrees to	
	if stored offsite, the materials must	provide proof of coverage and	
	also be clearly identified as property	additionally insured upon request.	
	of Region 4 ESC and be separated	Additionally, if stored offsite, the	
	from other materials. Region 4 ESC	materials must also be clearly	
	must be allowed reasonable	identified as property of Region 4 ESC	
	opportunity to inspect and take	and be separated from other	
	inventory of stored materials, on or	materials. Region 4 ESC must be	
	offsite, as necessary. Until final	allowed reasonable opportunity to	
	acceptance by Region 4 ESC, it shall	inspect and take inventory of stored	
	be the Contractor's responsibility to	materials, on or offsite, as necessary.	
	protect all materials and equipment.	Until <del>final acceptance</del> delivery into	
	Contractor warrants and guarantees	Region 4 ESC control by Region 4 ESC,	
	that title for all work, materials and	it shall be the Contractor's	
	equipment shall pass to Region 4	responsibility to protect all materials	
	ESC upon final acceptance.	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.	
Appendix A,	Indemnity. Contractor shall protect,	Indemnity. Contractor shall protect,	
Section 30	indemnify, and hold harmless both	indemnify, and hold harmless both	
Indemnity, P.6	Region 4 ESC and its administrators,	Region 4 ESC and its administrators,	
	employees and agents against all	employees and agents against all	
	claims, damages, losses and	claims, damages, losses and expenses	
	expenses arising out of or resulting	to the extent caused by <del>arising out of</del>	
	from the actions of the Contractor,	or resulting from the negligent actions	
	Contractor employees or	or willful misconduct of the	
	subcontractors in the preparation of	Contractor, Contractor employees or	
	the solicitation and the later	subcontractors in the preparation of	
	execution of the Contract. Any	the solicitation and the later execution	
	litigation involving either Region 4	of the Contract. Any litigation involving	
	ESC, its administrators and	either Region 4 ESC, its administrators	
	employees and agents will be in	and employees and agents will be in	
	Harris County, Texas.	Harris County, Texas.	

Exhibit A, Section 1.1 Requirement, P.31	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.	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer 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 or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state.	
Exhibit A, Section 2.2 Pricing Commitment, P.34	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.	available (net to buyer) to Public- Agencies nationwide and further- commits that if a Participating Public- Agency is eligible for lower pricing-	

		Supplier shall provide OMNIA Partners	
13 Administrative		with an electronic accounting report	
Fee Reporting,		monthly, in the format prescribed by	
P.44	_	OMNIA Partners, summarizing all	
	Contract Sales for each calendar month.		
		month. The Contract Sales reporting	
		format is provided as Exhibit C	
		("Contract Sales Report"), attached	
		hereto and incorporated herein by	
	Contract Sales Reports for each calendar	-	
	, , ,	each calendar month shall be	
	OMNIA Partners by the 10th day of the	provided by Supplier to OMNIA	
	following month. Failure to provide a	Partners by the 1 <mark>5</mark> 0th day of the	
	Contract Sales Report within the time	following month. Failure to provide a	
	and manner specified herein shall	Contract Sales Report within the time	
		and manner specified herein shall	
	Agreement and if not cured within thirty	constitute a material breach of this	
	(30) days of written notice to Supplier	Agreement and if not cured within	
	shall be deemed a cause for termination	thirty (30) days of written notice to	
	of the Master Agreement, at Principal	Supplier shall be deemed a cause for	
	Procurement Agency's sole discretion,	termination of the Master Agreement,	
	and/or this Agreement, at OMNIA	at Principal Procurement Agency's	
	Partners' sole discretion.	sole discretion, and/or this	
		Agreement, at OMNIA Partners' sole	
		discretion.	
Exhibit P. Soction	Administrative Fee payments are to be	Administrative Fee payments are to be	
		paid by Supplier to OMNIA Partners	
	the frequency and on the due date	within 30 days of calendar month end,	
ree rayment, r.44		at the frequency and on the due date	
		stated in Section 13, above, for	
		Supplier's submission of	
	Fee payments are to be made via	corresponding Contract Sales Reports.	
	Automated Clearing House (ACH) to the		
		made via Automated Clearing House	
	institution identified in Exhibit D. Failure	-	
		designated financial institution	
		identified in <u>Exhibit D</u> . Failure to	
	manner specified herein shall constitute		
	a material preach of this Agreement and	Administrative Fee within the time	
	a material breach of this Agreement and if not cured within thirty (30) days of		
	if not cured within thirty (30) days of	and manner specified herein shall	
	if not cured within thirty (30) days of written notice to Supplier shall be	and manner specified herein shall constitute a material breach of this	
	if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the	and manner specified herein shall constitute a material breach of this Agreement and if not cured within	
	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	and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to	
	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 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	
	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	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,	
	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' sole discretion. All	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	
	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' sole discretion. All Administrative Fees not paid when due	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	
	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' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the	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' sole	
	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' 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	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' sole discretion. All Administrative Fees not	
	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' 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	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' sole discretion. All Administrative Fees not paid when due shall bear interest at a	
	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' 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.	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' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one 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' 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.	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' 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	
	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' 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.	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' 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	
	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' 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.	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' 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	

Exhibit F, Federal Funds Certifications, Overview P.53	resultant contract shall contain the	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204- 24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	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.	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'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 offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60	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.	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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.	

			[]
	When Participating Agency expends	When Participating Agency expends	
Funds	federal funds for any contract resulting	federal funds for any contract	
Certifications,	from this procurement process, offeror	resulting from this procurement	
Certification of	certifies that it will comply with the	process, offeror certifies that it will	
Compliance with	mandatory standards and policies	comply with the mandatory standards	
Energy Policy and	relating to energy efficiency which are	and policies relating to energy	
Conservation Act,	contained in the state energy	efficiency which are contained in the	
P.60	conservation plan issued in compliance	state energy conservation plan issued	
	with the Energy Policy and Conservation	in compliance with the Energy Policy	
	Act (42 U.S.C. 6321 et seq.; 49 C.F.R.	and Conservation Act (42 U.S.C. 6321	
	Part 18).	et seq.; 49 C.F.R. Part 18). It is the	
		responsibility of the authorized	
		Participating Agency to notify the	
		offeror if federal funds will be utilized	
		to procure items under the resulting	
		contract and/or purchase order prior	
		to offeror's acceptance of the order.	
Exhibit F, Federal	To the extent purchases are made with	To the extent purchases are made	
Funds	Federal Highway Administration, Federal	with Federal Highway Administration,	
Certifications,	Railroad Administration, or Federal	Federal Railroad Administration, or	
Certification of	Transit Administration funds, offeror	Federal Transit Administration funds,	
Compliance with	certifies that its products comply with all	offeror certifies that when requested	
Buy America	applicable provisions of the Buy America	prior to offeror's acceptance of an	
Provisions, P.60	Act and agrees to provide such	order, offeror will certify whether its	
	certification or applicable waiver with	individual products comply to with all	
	respect to specific products to any	applicable provisions of the Buy	
	Participating Agency upon request.	America Act and agrees to provide	
		such certification or applicable waiver	
	Buy America Act must still follow the	with respect to specific products to	
		any Participating Agency upon	
	free and open competition.	request. Purchases made in	
		accordance with the Buy America Act	
		must still follow the applicable	
		procurement rules calling for free and	
		open competition.	
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Exhibit F, Federal	The Contractor agrees to comply with 49	_	
Funds	USC 5323(j) and 49 CFR Part 661, which	requested prior to Contractor's	
Certifications,	provide that federal funds may not be	acceptance of an order, to certify	
Certification of	obligated unless steel, iron and	whether its individual products	
Compliance with	manufactured products used in FTA-	comply with 49 USC 5323(j) and 49	
Buy America	funded projects are produced in the	CFR Part 661, which provide that	
Provisions, (1)		federal funds may not be obligated	
P.60	granted by FTA or the product is subject		
	to a general waiver. General waivers are		
	- · ·	are produced in the United States,	
	interest waiver from the Buy America	unless a waiver has been granted by	
	requirements applies to	FTA or the product is subject to a	
	microprocessors, computers,	general waiver. General waivers are	
	microcomputers, software or other such		
	devices, which are used solely for the	interest waiver from the Buy America	
	purpose of processing or storing data.	requirements applies to	
	This general waiver does not extend to a		
	product or device that merely contains a		
	microprocessor or microcomputer and is		
		the purpose of processing or storing	
	processing or storing data. Separate	data. This general waiver does not	
	requirements for rolling stock are set	extend to a product or device that	
	out at 5323(j)(2)(C) and 49 CFR 661.11.	merely contains a microprocessor or	
		microcomputer and is not used solely	
		for the purpose of processing or	
		storing data. Separate requirements for rolling stock are set out at	
		5323(j)(2)(C) and 49 CFR 661.11.	
		5525(J)(2)(C) and 45 CFK 001.11.	
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j), and the applicable	acceptance of an order, it will certify	
Certification of	regulations of 49 CFR 661.11.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j), and the applicable	
Provisions,		regulations of 49 CFR 661.11.	
Certificate of			
Compliance, P.60			
Exhibit F, Federal	The proposer hereby certifies that it will	The proposer hereby certifies that	
Funds	comply with the requirements of 49	when requested prior to proposer's	
Certifications,	U.S.C. 5323(j)(1), and the applicable	acceptance of an order, it will certify	
Certification of	regulations in 49 CFR part 661.	whether its individual products	
Compliance with		comply with the requirements of 49	
Buy America		U.S.C. 5323(j)(1), and the applicable	
Provisions,		regulations in 49 CFR part 661.	
Certificate of			
Compliance, P.61			
Exhibit F, Federal	Offeror agrees that all contracts it	Offeror agrees that all dealer	
Funds	awards pursuant to the Contract shall be		
Certifications,	bound by the foregoing terms and	Contract shall be bound by the	
Certification of	conditions.	foregoing terms and conditions.	
Applicability to			
Subcontractors,			
P.62			

Funds Certifications, Community Development	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using	may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is	
	Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	
Funds Certifications, Community Development	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 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 and as applicable.	
Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64	federal entities.	is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.	
Funds Certifications, FEMA and	Federal Requirements If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	Federal Requirements If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding may be is utilized, and Contractor is notified prior to order placement.	

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	The contractor will include the portion	The contractor will include the portion	
Funds		of the sentence immediately	
Certifications,	paragraph (1) and the provisions of	preceding paragraph (1) and the	
FEMA and	paragraphs (1) through (8) in every	provisions of paragraphs (1) through	
	subcontract or purchase order unless	(8) in every <mark>dealer</mark> subcontract <del>or-</del>	
Funding Special	exempted by rules, regulations, or	<del>purchase order</del> unless exempted by	
Conditions, 3.	orders of the Secretary of Labor issued	rules, regulations, or orders of the	
Equal	pursuant to section 204 of Executive	Secretary of Labor issued pursuant to	
Employment	Order 11246 of September 24, 1965, so	section 204 of Executive Order 11246	
Opportunity, Item	that such provisions will be binding	of September 24, 1965, so that such	
8, P.68	upon each subcontractor or vendor. The	provisions will be binding upon each	
	contractor will take such action with	<mark>dealer</mark> subcontractor <del>or vendor</del> . The	
	respect to any subcontract or purchase	contractor will take such action with	
	order as the administering agency may	respect to any <mark>dealer</mark> subcontract <del>or-</del>	
	direct as a means of enforcing such	<del>purchase order</del> as the administering	
	provisions, including sanctions for	agency may direct as a means of	
	noncompliance:	enforcing such provisions, including	
		sanctions for noncompliance:	
	Provided, however, that in the event a		
	contractor becomes involved in, or is	Provided, however, that in the event a	
	threatened with, litigation with a	contractor becomes involved in, or is	
	subcontractor or vendor as a result of	threatened with, litigation with a	
	such direction by the administering	<mark>dealer</mark> subcontractor <del>or vendor</del> as a	
	agency, the contractor may request the	result of such direction by the	
	United States to enter into such	administering agency, the contractor	
	litigation to protect the interests of the	may request the United States to	
	United States.	enter into such litigation to protect	
		the interests of the United States.	
	<b>e</b>	Offeror agrees to comply with all	
Funds		terms and conditions outlined in the	
Certifications,	-	FEMA Special Conditions section of	
FEMA and		this solicitation <del>.</del> , as applicable.	
Additional Federal			
Funding Special			
Conditions, Sign-			
Off, P.81			
	1		



Make your space work.

June 3, 2024

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

RE: RFP for Furniture, Installation and Related Services; Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

Please accept The HON Company's proposal to perform the covered services under the terms of the Furniture, Installation, and Related Services Solicitation Number RFP 24-01. We have answered the required Attribute Tab questions and uploaded the required Response Attachments to Region 4 ESC's online procurement site per the instructions outlined in the RFP Solicitation 24-01.

Over the past 15 years, HON has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. Our products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, HON 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.

HON is excited to include the Hickory Business Furniture (HBF) full product line to complement our offering. HBF is part of the HNI Corporation family and offers beautifully designed and exceptionally constructed products. By adding the HBF line we can integrate our HNI brands and offer OMNIA customers a more robust collection of products.

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 Regional Sales 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.

We kindly request that OMNIA and Region 4 agree to a start date of May 1, 2025, to coincide with our current contract's April 30, 2025 expiration date. We have many riders and piggyback agreements tied to OMNIA. Allowing ample time between the award date and the new contract start date will allow us to seamlessly transition these agreements and reduce the risk of any lapse in coverage for our mutual customers.

HON 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,

Eric Schroeder Vice President, Finance - HNI Workplace Furnishings

Appendix C, Doc #1

#### 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 confident 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.)

6/3/2024

Date

thorized Signature & Title

Eric Schroeder Vice President, Finance - HNI Workplace Furnishings

#### Appendix C, Doc #2

#### 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;
- 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	Meluse Gincoln
			Signature Melissa Lincoln
		74	Printed Name
			Public Sector Sr. Program Manager
Address	600 East 2nd Street		Position with Company
	Muscatine, IA 52761	Official Authorizing Proposal	GAS
			Signature Eric Schroeder
Phone	800-466-8694		Printed Name Vice President, Finance - HNI Workplace Furnishings
FIIONE			Position with Company
Fax		_	in the many teach and many the second states and the

## CERTIFICATE OF INTERESTED PARTIES

### FORM 1295

1 of 1

					101	
	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		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2024-1155273		
	The HON Company LLC		1021	1100210		
	Muscatine, IA United States		Date Filed:			
2	2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			05/01/2024		
	Region 4 Education Service Center			Date Acknowledged:		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a	
	Solicitation Number RFP 24-01					
	Furniture, Installation, and Related Services					
4	Name of Interested Party	City, State, Country (place of busin	iess)	Nature of interest ss) (check applicable)		
				Controlling	Intermediary	
н	NI Corporation	Muscatine, IA United States		х		
Γ						
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	en an backen in the forder of the control of the forder of the end of the forder of the forder of the					
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name isEric Schroeder	, and my date of	birth is	3	<u>.</u>	
	My address is600 E 2nd Street	_,Muscatine	Iowa		JSA	
	(street)	(city) (st	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.					
	Exe <u>guted in Muscatine</u> County, State of <u>Iowa</u> , on the <u>3rd</u> day of <u>JUNR</u> , 2024.					
	CINDY HERMANN Commission Number 756350 My Commission Expires December 26, 2026	LAR	2	(month)	(year)	
		7198				
(	Cendy/Jermann 6/3/2024 Signature of authorized agent of contracting business entity (Declarant)					

Forms provided by Texas Ethics Commission

Appendix C, DOC # 4

#### 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.

Eric Schroeder Vice President, Finance	as	an	authorized
representative of			
The HON Company LLC	,	а	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.

6/3/2024

Signature of Named Authorized Company Representative

Date

# **HON Integrated Design Solutions**

The HON Company's Integrated Design Solutions (IDS) team comprises expert design professionals dedicated to supporting our dealers and clients by providing complimentary, meticulously crafted design packages. These packages ensure accurate specifications and enhance the overall value of our offerings.

#### Plan & Specify:

Our IDS team collaborates with dealers to produce professional design packages, including 2D furniture plans, white sweep renderings, a comprehensive bill of materials/parts list, and the CET Designer file. These detailed plans offer customers a comprehensive overview of their furniture projects.

#### Audit:

Additionally, our IDS team offers auditing services to verify the completeness and accuracy of drawings and parts lists. A HON Interior Designer conducts thorough checks to ensure quantities, product compatibility, and structural integrity.

#### Value Engineering:

To optimize furniture layouts and offer cost-saving solutions, our IDS teams provide value engineering options and suggestions tailored to meet our customers' specific needs.

#### **Rendering:**

Our IDS team creates realistic renderings to help customers visualize their furniture installations, including fabrics and finishes. These renderings provide invaluable insights into the final look of the space before ordering. Enhanced services include Live Design collaboration, virtual walkthrough capabilities, and project consultation, ensuring a seamless and tailored experience for our customers.

#### Virtual Live Design

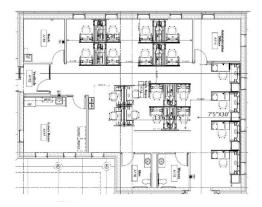
Enhance the customer experience through innovative online project collaboration with trade partners and customers utilizing HON talent, CET Designer, and Microsoft Teams. This virtual platform fosters seamless communication and collaboration, ensuring efficient project execution and customer satisfaction.

#### 2D VR Experience

Offer self-guided virtual project tours designed to help customers visualize their space and HON solutions. These tours are created based on a Plan & Specify project, utilizing the HON and Yulio Jump CET extensions to provide an immersive and engaging experience.

#### 3D VR Experience

Deliver curated and guided virtual project tours with VR goggles, immersing customers in their space and HON solutions. These tours are built off a Plan & Specify project, leveraging the HON and Yulio Jump CET extensions to provide an interactive and immersive visualization experience.



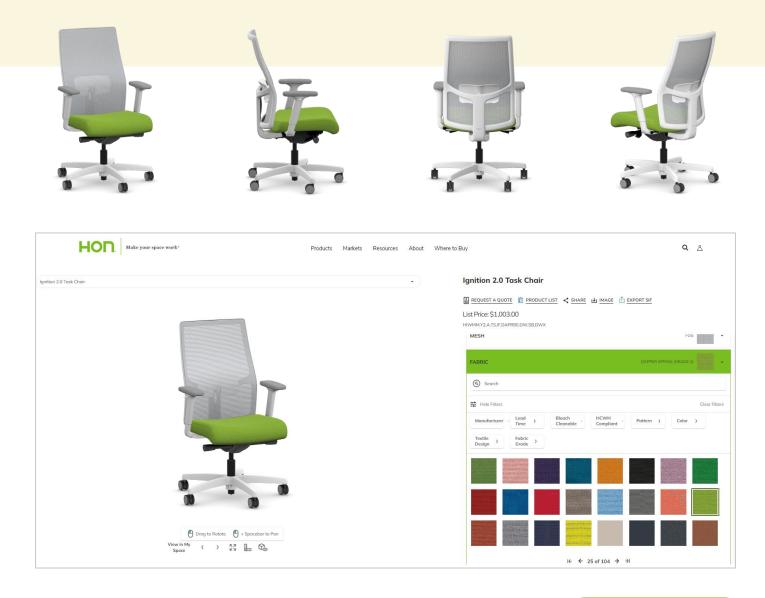


# **Visualize Your Product**

Product configurators allow clients and design partners to collaborate on the configuration and aesthetic of a product more seamlessly, getting from inspiration to installation quicker. Having a clear visual depiction of any product solution allows decision makers to clearly articulate their design intent and direction.

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

In addition, we have a room planner, scene configurator, chair chooser, and multiple design resources. It is important to note that these tools are for general use and not specific to Region 4/OMNIA Partners or any other customers with contract specific products.



**Product Configurator** 

# **Textile Innovations & Sustainability Awards**

#### **PFAS Removal from Standard Finish Offerings**

HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

#### Sustainability

- We are researching, developing, and testing the following sustainable materials.
- · Biobased foam that uses landfill diverted biomass from food processing wastes.
- · Recycled PET resin in powdered coated paint.
- Carbon negative materials made from Biochar and woody fiber plants.
- · Circular materials made from our products and wastes.



The Better Project Award acknowledges HNI's exceptional achievements in executing energy-efficient initiatives within its manufacturing operations, particularly concerning the optimization of paint booth ovens. Through the addition of air curtains designed by HNI, it was able to reduce oven energy demand by up to 30% per oven while also stabilizing oven temperatures. These improvements help increase efficiency, reduce overall greenhouse gas emissions, and provide a better working environment for members.



America's Most Responsible Companies were selected based on publicly available key performance indicators derived from social responsibility reports, sustainability reports, as well as an independent survey. The results are focused on company performance across environmental sustainability, social responsibility, and corporate governance.

# HNI has been awarded in the past: 2023 Ranked #6, 2022 Ranked #38, 2021 Ranked #309, 2020 Ranked #246

"HNI is honored to once again be named to the list of the most responsible companies in America," said Jeff Lorenger, Chairman, President, and Chief Executive Officer of HNI Corporation. "This acknowledgement underscores our commitment to corporate social responsibility as a core value and highlights the progress we are making on our long-term goals. We are honored to continue to be recognized for our efforts."

Jeff Lorenger | President, CEO of HNI Corporation

# HON NOW

#### The Leading Mid-Market Quickship Manufacturer

To keep your business at peak productivity, waiting isn't always an option. The HON NOW Quickship Program was designed for movers and shakers like you who want exceptional quality, durability, and versatility without compromising valuable time. Whether you're outfitting a brandnew workspace or simply expanding the one you already have, we've got a variety of dependable and supportive office furniture solutions designed to fit your needs and your schedule - in a hurry, without the hassle

HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. With a comprehensive product offering and billions of seating customization options, the program can outfit an entire Private Office, Open Office, Collaborative, Common or Welcome Space. HON NOW gives customers access to just a chair or desk all the way to an entire private office, open office workstations to a collaborative space in your office all delivered with speed.

- No minimum or maximum order threshold. However, large quantity orders or large dollar volume orders will be reviewed and may receive lead times greater than the HON NOW Program delivery threshold.
- Orders are subject to availability based on the HON NOW assortment.





Look for this icon throughout hon.com and other marketing resources to find fully customizable chairs that ship in 2-days. HON

Make your space work.

June 3, 2024

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

RE: HON NOW Program for Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

The HON Company is excited to request the addition of the HON NOW quick ship program with our RFP response. HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. HON NOW is designed to deliver on average in 10 business days. Below are the specific details of the program HON is offering to the OMNIA Partner/Region 4 ESC customers:

- HON NOW program orders shall be based upon the HON NOW commercial program terms and conditions.
- Orders using the NOW quick ship program will be based off of the HON Commercial List Price in effect at time of order.
- HON NOW orders must be issued to the HON authorized dealer for processing and invoicing.
- The HON NOW commercial program list prices and product assortment may be revised at any time, and all such revisions are incorporated by reference herein without need to formally amend this agreement
- Delivery occurs within 11 business days upon HON's receipt of a "clean" order a "clean" order meets the terms of the program and has all the necessary information needed to successfully process
- If the order requires liftgate or palletization, you must request an Enhanced Service through the Community.
  - o Liftgate will not be available for orders of 250 cubes or greater due to carrier limitations.
  - All orders shipping LTL will be palletized.
- Discounting off list price for any order is as follows:

#### HON NOW

Total Order at List	Systems & Pedestals	All Other HON NOW Product
All Orders	64.70%	51.10%

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

Please click on the following link to view the HON NOW Digital Catalog and HON NOW Digital Price List.

Sincerely,

Eric Schroeder Vice President, Finance - HNI Workplace Furnishings



**Cost for Service** 

#### **Enhanced Services**

We are excited to introduce Enhanced Services, the ability to order additional services right along with your 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.

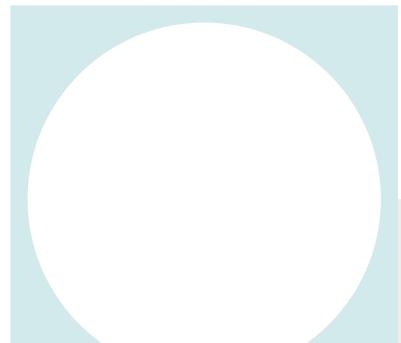
Please direct any questions to HON Customer Support at <u>GeneralSupport@hniworkplacefurnishings.com</u>.

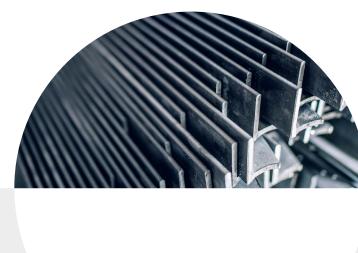
Orderable Services Customer may order in eOrdering or submit PO without pre-approval for service	Cost for Service
Lift Gate (Limited to orders less than 250 cubes)	\$250/Order
Proof of Delivery	\$20/Order
Professional Protective Equipment (minimum order size of 250 cubes)	\$50/Order
US Citizen Driver	\$50/Order
Inside Delivery (Limited to orders less than 250 cubes)	\$250/Order

#### **Services Requiring Approval**

Customer must receive approval for service before ordering service. In some cases, these services may not be available after order is placed.

Specific Delivery Date/Time	Actual Charges Apply
Dedicated Truckload Delivery	Actual Charges Apply
Ocean Container	Actual Charges Apply (\$2,000 minimum)
Trailer Length Maximum	Actual Charges Apply
Advanced Clearance	Actual Charges Apply
Carrier Insurance	\$50/Order
Expedited Transit	Actual Charges Apply
Palletization	Actual Charges Apply (\$1,000 minimum)
Special Permits	\$50/Order + Permit Fees



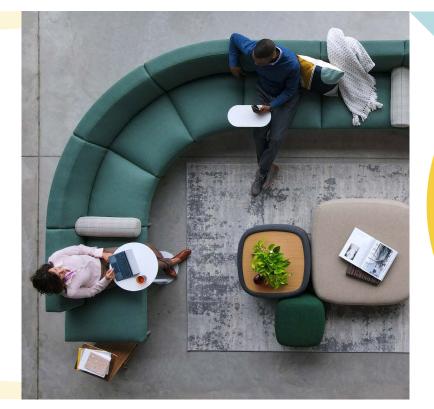


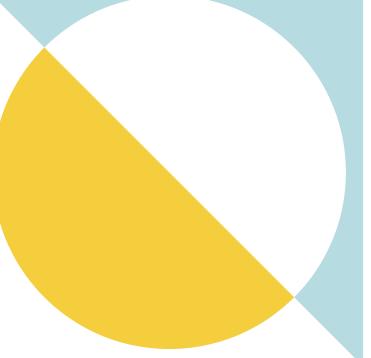


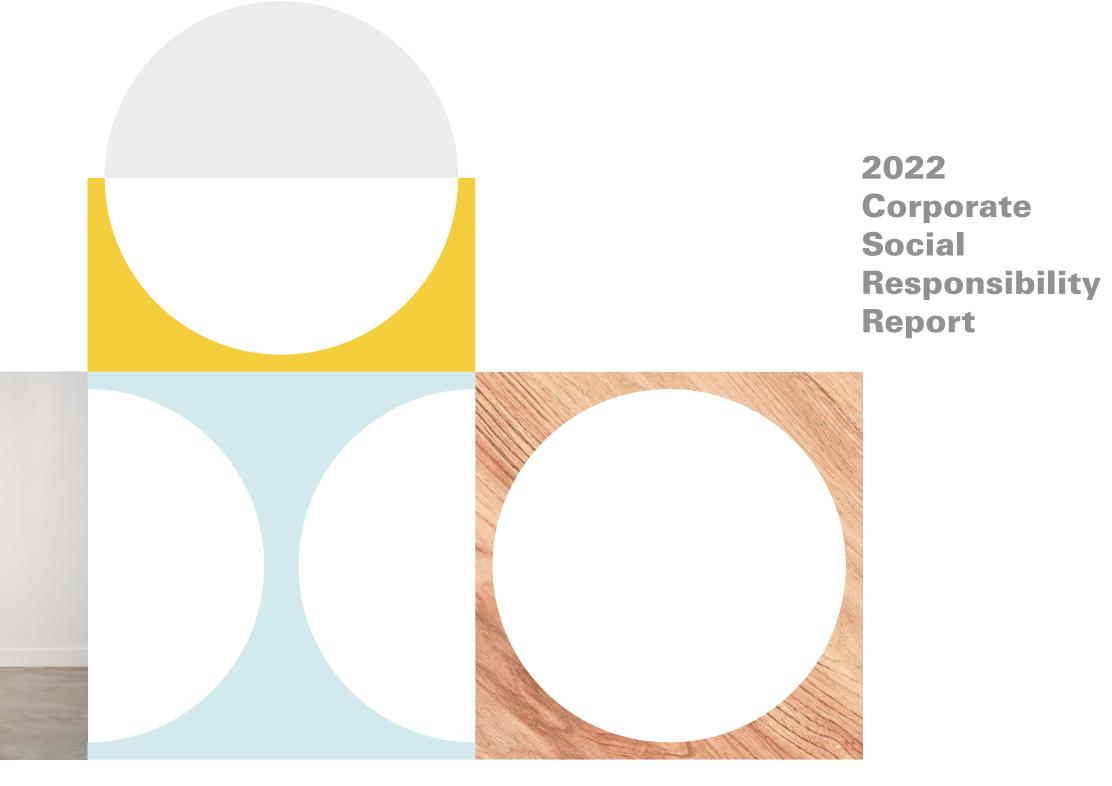
# Sustaining Environments



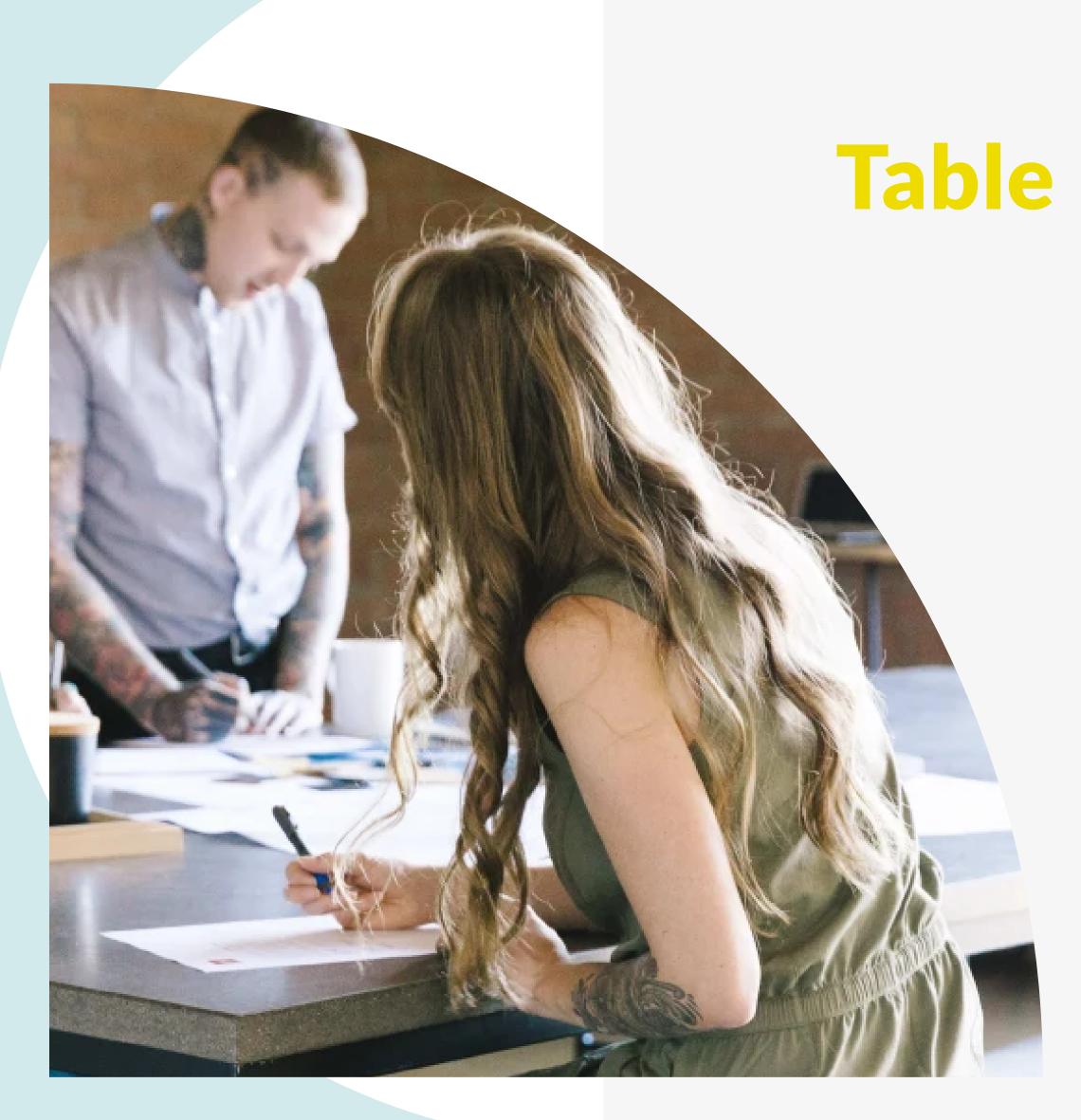








HNI



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5	Continued Engagements		
	and Commitments	Appen	ldix
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**1947** C. Maxwell Stanley, Clement Hanson, and H. Wood Miller start a new company called Home-O-Nize.



2

**About HNI** 

**Goals & Progress** 

Leadership



# Leadership

Message from Jeffrey Lorenger, **Chairman, President and CEO** 

In 2022, HNI celebrated 75 years of creating products that encourage collaboration and productivity in the workplace and warm memories at home. Since our founding, we are proud to have continually built a great place to work for our members.

Looking forward to our next 75 years, and beyond, we continue to build on our strong foundation and launch new initiatives to lead HNI into the future.

These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products.

CORE integrates our belief in We understand the call to innovate respecting people and supporting and think about our resources in our communities, and it promotes new ways. This year, across all HNI HNI Belong. HNI Belong focuses brands and departments, we found on increasing diversity throughout ways to further reduce energy the company, including growing the consumption, emissions, and waste. number of women and ethnically We are embracing sustainability diverse members serving at manager as part of our company culture level and above. and as an important consideration in all of our decisions.

To demonstrate our commitment to CORE, in 2021, we began aligning executive compensation with our diversity goals, and in 2022, we began



Company holds first annual recognition dinner to honor members with 5+ years of service.

#### **Reducing Impacts**

aligning executive compensation with our sustainability goals. In this way, we are strengthening and motivating our entire organization toward achieving the CSR goals outlined in this report.

As part of this work, we have aligned our emissions targets to the Science Based Targets initiative (SBTi) in an effort to reduce global warming and limit the impact of climate change.

As we build the elements of CORE into our culture, we are providing an opportunity for all of our members to get even more involved and empowered to help create positive change—being more inclusive; becoming better stewards of our resources; and building stronger, healthier communities.

As you will learn in the following pages, HNI is gaining momentum and making important strides toward our corporate CSR goals. As we continue to grow our family of brands with the addition of Kimball International, we collectively are committed to the long-term success of HNI, which includes our commitment to the objectives outlined in this report. Please join <mark>us on our jo</mark>urney.

Jeffrey D. Lorenger Chairman, President, and Chief Executive Officer HNI Corporation

HNI announced the acquisition of Kimball International in 2023. Due to the timing of this acquisition, data within this report is not inclusive of Kimball International.

Appendix

3

## **Business Information**

#### **The HON Company**

200 Oak Street Muscatine IA, 52761 United States of America DUNS Number: 14-781-4735

FEIN Number: 42-1491474







Make Your Space 1 Jork



#### Printed By:Jesse Albrecht

#### Date Printed:05/22/2024

#### **LIVE REPORT**

HON COMPANY LLC, THE Tradestyle(s): (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA	) 2	
ACTIVE HEADQUARTERS		
D-U-N-S Number: 14-781-4735 Phone: +1 563 272 7100	Address:	200 Oak St, Muscatine, IA, 52761, United States Of America
Filone. 12 000 272 7200	Web:	www.hon.com
	Endorsem	ent: AlbrechtJ@hniworkplacefurnishings.com

Currency: USE Currency: USE Currency: USE					
KDE Name		Current Status	Details		
PAYDEX®	<b>^</b>	76	6 Days Beyond Terms		
<b>Delinquency Score</b>	<b>^</b>	65	Moderate Risk of severe payment delinquency.		
Failure Score	<b>^</b>	80	Low to Moderate Risk of severe financial stress.		
D&B Viability Rating		3 2 B Z	View More Details		
Bankruptcy Found		No			
D&B Rating		<u>1R3</u>	<u>10 employees and over,</u> <u>Moderate Risk</u>		

#### **ALL ACCOUNTS**

tals Total Outs 432	-	pproved Credit Limit	Credit Limit Utilization -	Total Past Due	Total 90 Days+ 432
Account Name	Total Outstandir	ng - Approved Credi	t Limit Credit Limit Utiliza	tion Total Past Due	Total 90 Days+
ENDUSER PURCHASE- HON Account ID: #1140	432	0		432	432
STATE & LOCAL CREDIT CARD-HON	0	0		0	0

#### **COMPANY PROFILE** ⑦

D-U-N-S

14-781-4735

Legal Form

Unknown

**History Record** 

Clear

Date Incorporated

#### Mailing Address

PO Box 1109 Muscatine, IA, 52761, UNITED STATES

**Telephone** +1 563 272 7100

Website

www.hon.com

#### Employees

4,000 (450 here)

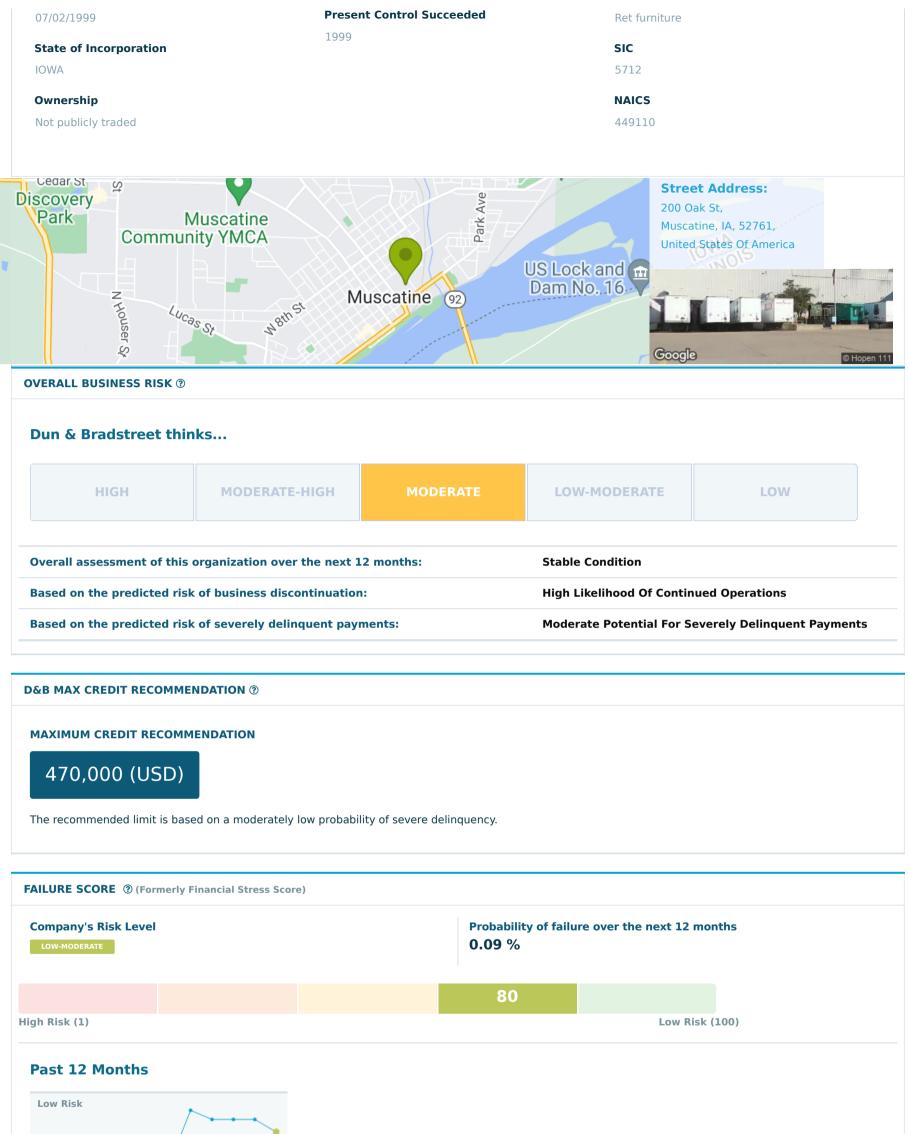
Age (Year Started)

25 Years (1999)

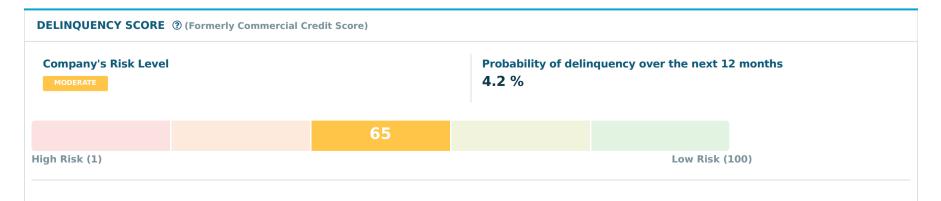
**Named Principal** 

Brandon Bullock, PRES

Line of Business







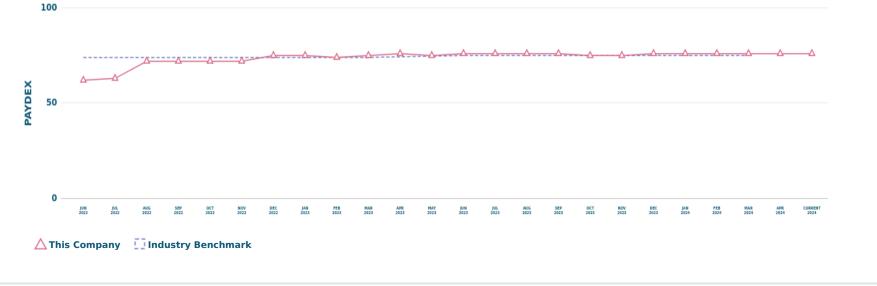
#### **Past 12 Months**

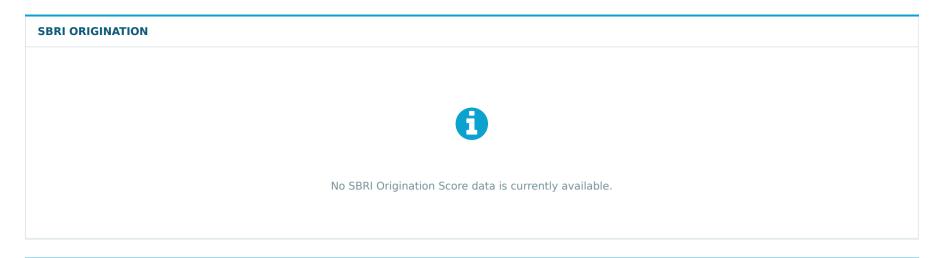


#### VIABILITY RATING SUMMARY (?)

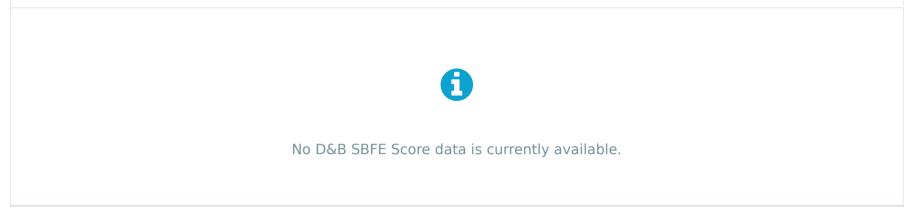
/iability Score			
		3	
High Risk (9)			Low Risk (1)
Data Depth Indicator			
		В	
Descriptive (G)			Predictive (A)
Portfolio Comparison			
		2	
High Risk (9)			Low Risk (1)
Financial Data	Unavailable		
Trade Payments			
Company Size			
Years in Business	-		
Years in Business	-	76	
D&B PAYDEX® ⑦	-		-ow Risk (100)
D&B PAYDEX® ⑦ High Risk (1)			
D&B PAYDEX® ⑦ High Risk (1) days beyond terms			
D&B PAYDEX® ⑦ High Risk (1) days beyond terms Past 24 Months	-		
D&B PAYDEX® (1) High Risk (1) days beyond terms Past 24 Months			







#### D&B SBFE SCORE



D&B RATING ⑦	
Employee Size	Risk Indicator
<b>1R</b> : 10 employees and over	3 : Moderate Risk
Current Rating as of 12/26/2023	

#### LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	03/28/2016
Suits	3	03/25/2020
UCC	27	04/08/2020

DETAILED TRADE RISK INSIGHT <sup>™</sup>	
Days Beyond Terms 1 Days	3 Months From Mar-24 to May-24
T Days	

1

High Risk (120+)				Low Risk (0)	
Dollar-weighted average of <b>14</b> payment experiences reported from <b>7</b> companies.					
<b>Recent Derogatory Events</b>					
Status	Mar-24	Apr-24	Мау	/-24	
Placed for Collection	-	139 on a	acct –		
Bad Debt Written Off	-	-	_		



FINANCIAL OVERVIEW - BALANCE SHEET
No Data Available
TRADE PAYMENTS
Highest Past Due:
35,000
Highest Now OTotal Trade ExpLargest High Cwingeriencesredit700,00038800,000
FINANCIAL OVERVIEW - PROFIT AND LOSS



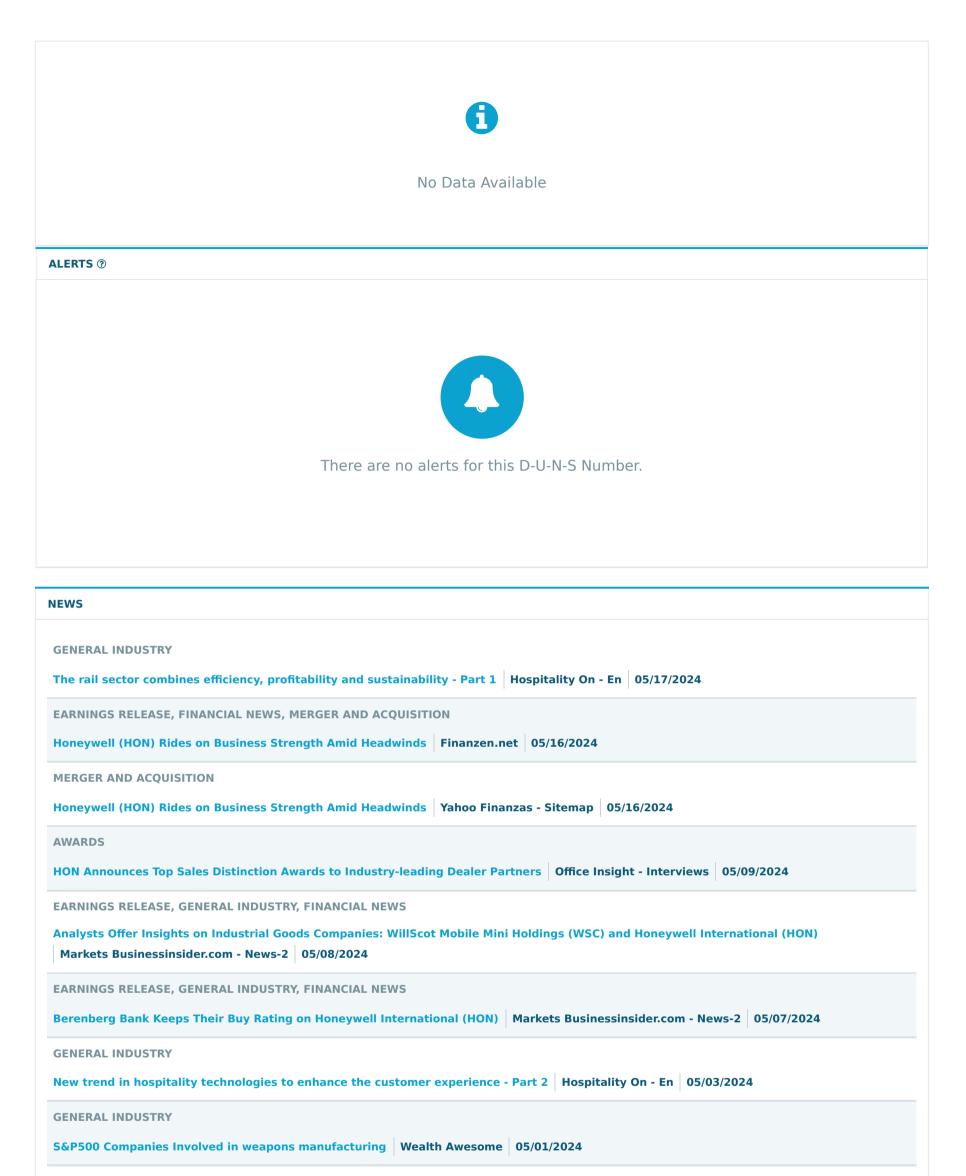
No Data Available

# Subsidiaries Branches Total Members 7 181

This company is a Headquarters, Subsidiary.

	Global Ultimate	Immediate Parent	Domestic Ultimate
Name	<b>HNI</b> Corporation	HNI Corporation	HNI Corporation
Country	<b>United States</b>	<b>United States</b>	United States
D-U-N-S	00-526-9709	00-526-9709	00-526-9709
Others	-	-	-

**FINANCIAL OVERVIEW - KEY BUSINESS RATIOS** 



EARNINGS RELEASE, FINANCIAL NEWS

Daily Dividend Report: IBM,WMB,HON,LIN,GPC Nasdaq 04/30/2024

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Is Trending Stock Honeywell International Inc. (HON) a Buy Now? Finanzen.net 04/30/2024

#### **COUNTRY/REGIONAL INSIGHT**



#### **United States Of America**

Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook.



#### **Available Reports**

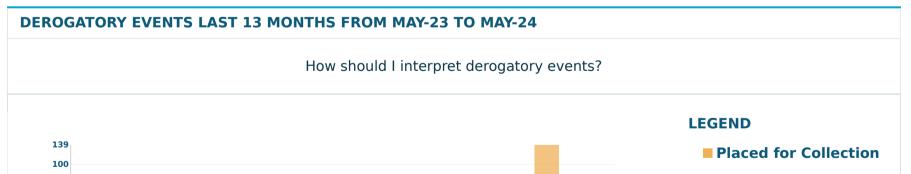
#### Country Insight Report (CIR) ③

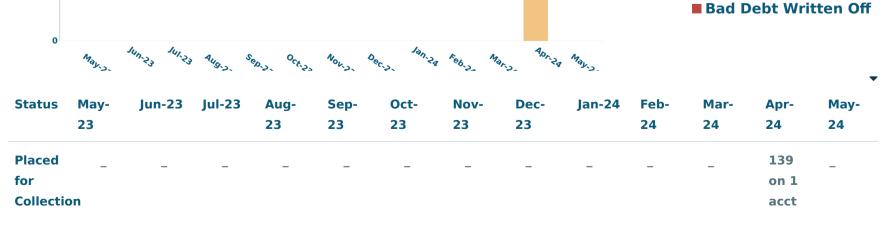
Current Publication Date: 05/17/2024

#### Country Insight Snapshot (CIS) ③

Current Publication Date: 05/17/2024

STOCK PERFORMANCE	
	9
	<b>9</b>
No stock performance data is available for this D-U-N-S N	umber.
The scores and ratings included in this report are designed as a tool to	
be used as part of a balanced and complete assessment relying on the l information sources. The score and rating models are developed using s	knowledge and expertise of the reader, and where appropriate on other statistical analysis in order to generate a prediction of future events.
Dun & Bradstreet monitors the performance of thousands of businesses These characteristics are weighted by significance to form rules within	in order to identify characteristics common to specific business events.
order to provide a score or rating.	its models that identify other businesses with similar characteristics in
Dun & Bradstreet's scores and ratings are not a statement of what will	happen, but an indication of what is more likely to happen based on
previous experience. Though Dun & Bradstreet uses extensive procedu	res to maintain the quality of its information, Dun & Bradstreet cannot
guarantee that it is accurate, complete or timely, and this may affect th applicable law, and to the terms of your agreement with Dun & Bradstre	
Detailed Trade Risk Insight™	
Detailed Trade Risk Insight provides detailed updates on over	
more than 260 million unique supplier/purchaser relationshi	ps.
DAYS BEYOND TERMS - PAST 3 & 12 MONTHS	
3 Monthsof Mar-24 to May-24	12 monthsof Jun-23 to May-24
Days Beyond Terms :1 Days	Days Beyond Terms :2 Days
High Risk (150)Low Risk (0)	High Risk (150) Low Risk (0)
Dollar-weighted average of 14	Dollar-weighted average of 44
payment experiences reported from <b>7</b> companies.	payment experiences reported from <b>21</b> companies.



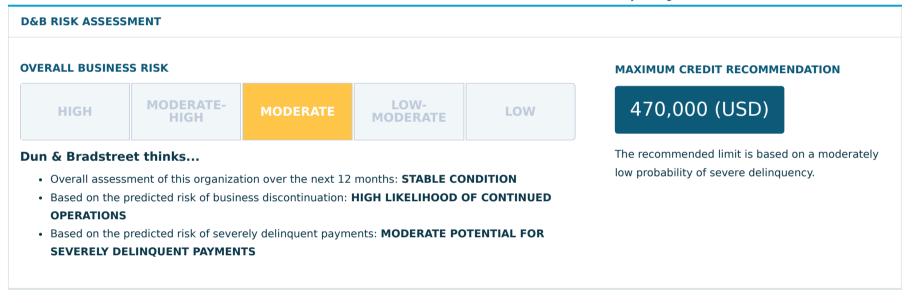


Bad	_	_	_	_	_	_	_	_	_	_	_	_	_	
Debt														
Written														
Off														



#### **Risk Assessment**

Currency: All figures shown in USD unless otherwise stated



#### **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

#### Portfolio Comparison Compared to All US Businesses within the same MODEL SEGMENT:

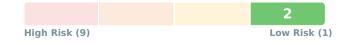
- Model Segment : Established Trade Payments
- Level of Risk:Low Risk

longer viable: 3 %

- Percentage of businesses ranked 3: 15 %
- Across all US businesses, the average probability of becoming no longer viable:14 %



- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: 3 %
- Percentage of businesses ranked 2 with this model segment: 16 %
- Within this model segment, the average probability of becoming no longer viable:5 %



#### Data Depth Indicator Data Depth Indicator:

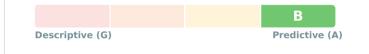
- ✓ Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

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.



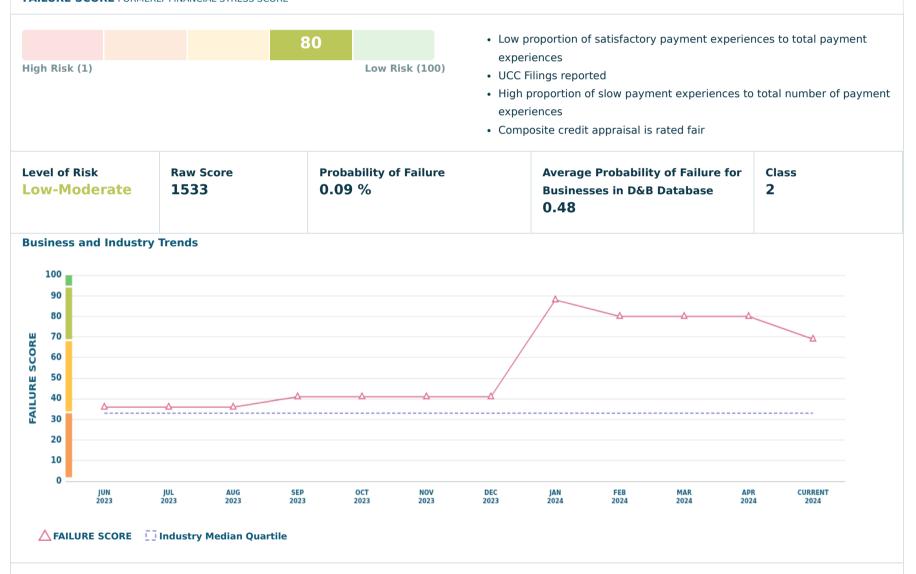
#### Company Profile: Company Profile Details:

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

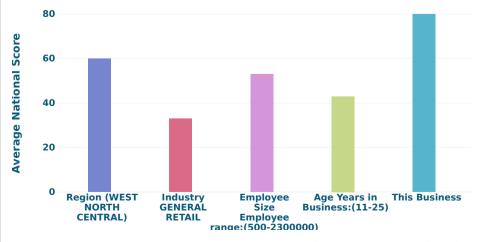


Subsidiary

FAILURE	SCORE	FORMERLY	<b>FINANCIAL</b>	STRESS SCORE



#### **BUSINESS AND INDUSTRY COMPARISON**

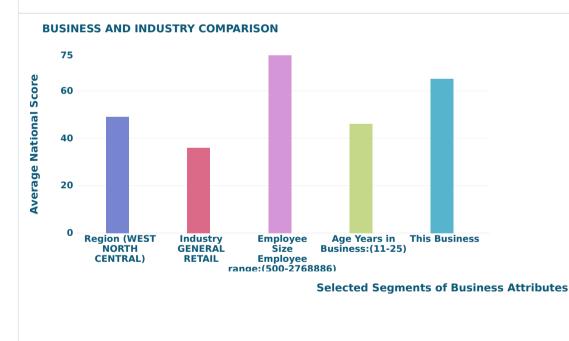


**Selected Segments of Business Attributes** 

Norms	National %
This Business	80
Region:(WEST NORTH CENTRAL)	60
Industry:GENERAL RETAIL	33
Employee range:(500-2300000)	53
Years in Business:(11-25)	43

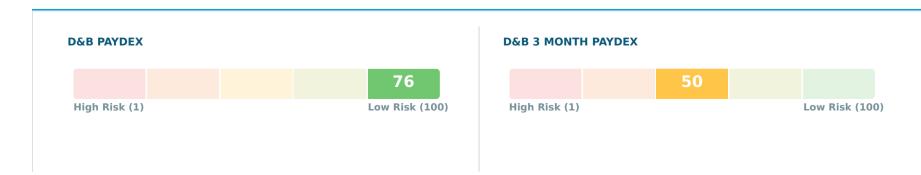


△ DELINQUENCY SCORE 📋 Industry Median Quartile



Norms

National %



When weighted by amount, Payments to suppliers average 6 Days Beyond Terms

□ High risk of late payment (Average 30 to 120 days beyond terms)

 Medium risk of late payment (Average 30 days or less beyond terms)

□ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75 Equals 8 Days Beyond Terms

#### **Business and Industry Trends**

Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 30 days beyond terms

□ High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond

#### terms)

Low risk of late payment (Average prompt to 30+ days sooner)
 Industry Median: 75

\_\_\_\_\_

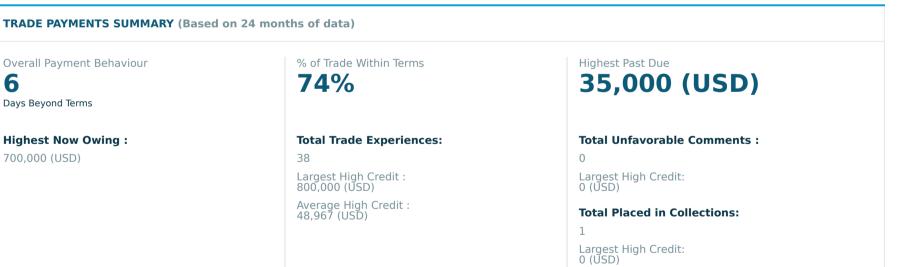
Equals 8 Days Beyond Terms



Employee Size	Risk Indicator	Date Applied	D&B Rating
<b>1R</b> : 10 employees and over	3 : Moderate Risk	01/11/2022	1R4
Previous Rating		06/10/2019	1R3
Employee Size	Risk Indicator	06/13/2018	1R4
<b>1R</b> : 10 employees and over	<b>4</b> : Higher than Average Risk	10/31/2016	1R3
		02/01/2016	1R2

#### **Trade Payments**

Currency: All figures shown in USD unless otherwise stated

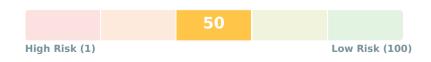


### D&B PAYDEX Thigh Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 6 Days Beyond Terms

- □ High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)

#### D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 30 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)
 Medium risk of late payment (Average 30 days or less beyond terms)

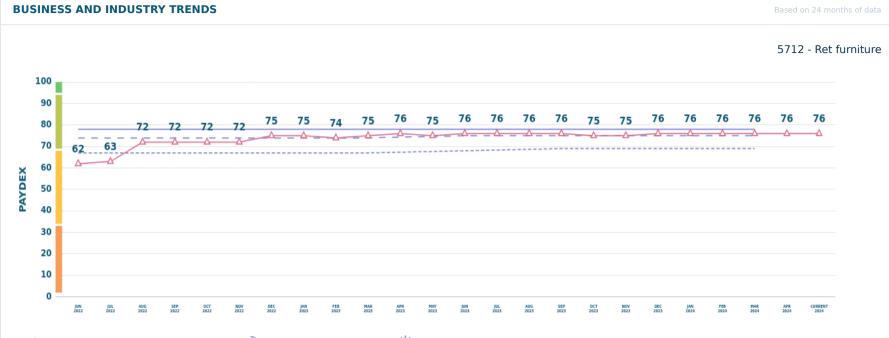
□ Low risk of late payment (Average prompt to 30+ days sooner)

#### Industry Median: 75

Equals 8 Days Beyond Terms

#### Industry Median: 75

Equals 8 Days Beyond Terms



🛆 PAYDEX 💠 Industry Lower Quartile 🗘 Industry Median Quartile 👫 Industry Upper Quartile

																								Current
	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	2024
This	62	63	72	72	72	72	75	75	74	75	76	75	76	76	76	76	75	75	76	76	76	76	76	76
Business																								
Industry																								
Quartile																								
Upper	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-
Median	74	-	-	74	-	-	74	-	-	74	-	-	75	-	-	75	-	-	75	-	-	75	-	-
Lower	67	-	-	67	-	-	67	-	-	67	-	-	68	-	-	69	-	-	69	-	-	69	-	-

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	2	900,000 (US	D) 100							
50,000 - 99,999	2	145,000 (US	D) 52							
15,000 - 49,999	2	45,000 (US	D) 44							
5,000 - 14,999	3	22,500 (US	D) 78							
1,000 - 4,999	6	10,500 (US	D) 95							
Less than 1,000	8	3,250 (US	D) 77							

TRADE PAYMENTS BY IN	IDUSTRY (BASED ON 24 M	IONTHS OF DATA)					
Collapse All   Expand All							
Industry Category <sub>*</sub>	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 (%
<b>√</b> 25 - Furniture and Fixtures	1	500	100	0	0	0	(
2522 - Mfg nonwd office furn	1	500	100	0	0	0	C
▼26 - Paper and Allied Products	1	20,000	100	0	0	0	C
2679 - Mfg converted paper	1	20,000	100	0	0	0	C
▼28 - Chemicals and Allied Products	1	2,500	100	0	0	0	C
2821 - Mfg plastics/resins	1	2,500	100	0	0	0	C
▼30 - Rubber and Miscellaneous Plastics Products	3	800,000	100	0	0	0	(

<sup>□</sup> Low risk of late payment (Average prompt to 30+ days sooner)

3069 - Mfg fabricated rubber	3	800,000	100	0	0	0	0
<b>√</b> 34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	7,500	100	0	0	0	0
3442 - Mfg metal doors/trim	1	7,500	100	0	0	0	0
<b>▼</b> 35 - Industrial and Commercial Machinery and Computer Equipment	2	10,000	60	40	0	0	0
3563 - Mfg air/gas compress	2	10,000	60	40	0	0	0
<b>-</b> 42 - Motor Freight Transportation and Warehousing	3	1,000	73	0	0	0	27
4213 - Trucking non-local	3	1,000	73	0	0	0	27
<b>-</b> 48 - Communications	1	75,000	100	0	0	0	0
4813 - Telephone communictns	1	75,000	100	0	0	0	0
<b>▼</b> 50 - Wholesale Trade - Durable Goods	2	1,000	100	0	0	0	0
5063 - Whol electrical equip	1	1,000	100	0	0	0	0
5065 - Whol electronic parts	1	250	100	0	0	0	0
▼51 - Wholesale Trade - Nondurable Goods	1	750	0	100	0	0	0
5169 - Whol chemicals	1	750	0	100	0	0	0
<del>-</del> 57 - Home Furniture Furnishings and Equipment Stores	1	25,000	0	0	100	0	0
5712 - Ret furniture	1	25,000	0	0	100	0	0
<del>-</del> 59 - Miscellaneous Retail	2	70,000	50	25	0	0	25
5999 - Ret misc merchandise	1	70,000	0	50	0	0	50
5943 - Ret stationery	1	50	100	0	0	0	0
▼61 - Nondepository Credit Institutions	1	750	100	0	0	0	0
6153 - Short-trm busn credit	1	750	100	0	0	0	0
<b>√</b> 76 - Miscellaneous Repair Services	2	2,500	100	0	0	0	0
7694 - Armature rewinding	2	2,500	100	0	0	0	0

<b>√</b> 93 - Public Finance Taxation and Monetary Policy	1	5,000	100	0	0	0	0
9311 - Public finance	1	5,000	100	0	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
04/24	Pays Promptly	-	20,000	20,000	0	1
04/24	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
04/24	Pays Prompt to Slow 30+	-	10,000	10,000	0	1
04/24	Pays Prompt to Slow 180+	-	1,000	0	0	Between 6 and 12 Months
04/24	Pays Slow 60+	N30	25,000	0	0	Between 6 and 12 Months
04/24	Pays Slow 30-120+	-	70,000	40,000	35,000	1
04/24	Placed for collection	-	0	100	100	-
04/24	-	Cash account	1,000	0	0	1
04/24	-	Cash account	50	0	0	Between 2 and 3 Months
03/24	Pays Promptly	-	5,000	0	0	1
01/24	Pays Promptly	-	75,000	75,000	0	1
01/24	Pays Promptly	1 15 N30	500	500	0	1
12/23	-	Cash account	100	0	0	1
11/23	Pays Promptly	-	1,000	1,000	0	1
11/23	Pays Promptly	-	750	100	0	1
11/23	Pays Promptly	-	100	100	0	1
10/23	Pays Promptly	-	750	750	0	1
10/23	-	Cash account	250	0	0	Between 6 and 12 Months
09/23	-	Cash account	50	0	0	1
08/23	-	Cash account	500	0	0	Between 6 and 12 Months
08/23	-	Cash account	100	0	0	1
08/23		Cash account	50	0	0	Between 6 and 12 Months

06/23	-	-	50	0	0	Between 4 and 5 Months
04/23	-	-	250	0	0	1
02/23	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/23	Pays Slow 30+	-	750	0	0	Between 4 and 5 Months
10/22	Pays Promptly	-	800,000	700,000	500	1
10/22	Pays Promptly	-	100,000	100,000	5,000	1
10/22	Pays Promptly	-	100	100	0	1
09/22	Pays Promptly	-	250	250	0	1
04/22	-	Cash account	250	0	0	Between 6 and 12 Months

Date of Experience -	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/22	-	Cash account	100	0	0	1
04/22	-	Cash account	100	0	0	Between 6 and 12 Months
04/22	-	Cash account	100	0	0	1
OTHER PAYMENT CAT Other Payment Cates Cash experiences			Experience		Total Amount 2,650 (USD)	
Payment record unk	nown		2		300 (USD)	
Unfavorable commer	its		0		0 (USD)	
Placed for collection	S		1		0 (USD)	
Total in D&B's file			38		1,129,200 (USE	))

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

#### **Corporate Linkage** ⑦

#### OWNERSHIP

This company is a **Headquarters, Subsidiary**.

Global Ultimate, Immediate Parent, Domestic Ultimate <u>HNI Corporation</u> United States D-U-N-S Number: <u>00-526-9709</u>

BRANCHES		LOCATION: All
Company Name -	City, State, Country	D-U-N-S® NUMBER
the Hon Company LLC	Muscatine, IA, United States Of America	82-836-3247
The Hon Company LLC	Jasper, AL, United States Of America	06-871-2580
The Hon Company LLC	Muscatine, IA, United States Of America	08-015-3481
The Hon Company LLC	Atlanta, GA, United States Of America	13-579-7863
The Hon Company LLC	Washington, DC, United States Of America	17-509-8180
The Hon Company LLC	Irvine, CA, United States Of America	80-582-4666
The Hon Company LLC	Louisburg, NC, United States Of America	80-783-8094

Company Name -	City, State, Country	D-U-N-S® NUMBER
The Gunlocke Company L.L.C.	Wayland, NY, United States Of America	19-993-6550
Sagus International, Inc.	Temple, TX, United States Of America	12-833-6661
Paoli LLC	Muscatine, IA, United States Of America	00-636-4764
PEARL CITY INSURANCE COMPANY	Phoenix, AZ, United States Of America	11-403-0105
OFM, LLC	Holly Springs, NC, United States Of America	93-354-6640
Monessen Holding Company LLC	Muscatine, IA, United States Of America	11-731-3806
Monessen Hearth Systems Company, LLC	Paris, KY, United States Of America	86-781-4444
Midwest Folding Products Corp.	Temple, TX, United States Of America	01-370-6601
Maxon Furniture Inc.	Muscatine, IA, United States Of America	06-769-4315
MJR Partners 3 LLC	Muscatine, IA, United States Of America	07-929-0688
Kimball International, Inc.	Jasper, IN, United States Of America	00-636-5803

Kepco, LLC	Jasper, IN, United States Of America	07-960-8288
Hon Internacional de México, S. de R.L. de C.V.	Cienega de Flores, NLE, Mexico	58-813-3301
Hon Industrias, S. de R.L. de C.V.	Monterrey, NLE, Mexico	81-255-8930
Hni Services L.L.C.	Muscatine, IA, United States Of America	83-170-1417
Hni International Inc.	Muscatine, IA, United States Of America	00-231-0220
Hickory Business Furniture, LLC	Hickory, NC, United States Of America	12-804-5148
Hickory Business Furniture, Inc.	Muscatine, IA, United States Of America	02-095-3638
Hearth & Home Technologies LLC	Lakeville, MN, United States Of America	96-283-1095
HNI Technologies Inc.	Muscatine, IA, United States Of America	83-170-1292
HNI Holdings Inc.	Muscatine, IA, United States Of America	11-731-1900
HHT L.L.C.	Colville, WA, United States Of America	14-863-7528
HFM Partners	Muscatine, IA, United States Of America	11-731-1786
Design Holdings Inc.	Muscatine, IA, United States Of America	11-790-1382
CONTRACT RESOURCE GROUP L.L.C.	Muscatine, IA, United States Of America	02-332-0213
Alisteel Inc.	Muscatine, IA, United States Of America	12-031-6711

#### Legal Events

Currency: All figures shown in USD unless otherwise stated

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.

Bankruptcies	Judgements	Liens	Suits	UCCs
Νο	0	1	3	27
	Latest Filing: -	Latest Filing: 03/28/2016	Latest Filing: 03/25/2020	Latest Filing: 04/08/2020

EVENTS	
Lien - Tax Lien	
Filing Date	03/28/2016
Filing Number	201600004751
status	Open
Date Status Attained	03/28/2016
Received Date	04/01/2016
Amount	3,111 (USD)
Debtors	HON COMPANY LLC
Creditors	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Suit	
Filing Date	03/25/2020
Filing Number	202000302333
status	Pending
Date Status Attained	03/25/2020
Received Date	03/27/2020
Cause	Negligence

Plaintiffs	COOPER, JAMES W., ELIZABETHTOWN, PA
Defendant	THE HON COMPANY LLC
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA
Suit	
Filing Date	03/12/2018
Filing Number	201800300918
status	Pending
Date Status Attained	03/12/2018
Received Date	03/16/2018
Cause	Negligence
Plaintiffs	LELLI, JOANE, NORRISTOWN, PA

THE HON COMPANY

PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Defendant

Court

Suit

Filing Date	07/07/2016
Filing Number	141-286388-16
status	Pending
Date Status Attained	07/07/2016
Received Date	07/22/2016
Cause	Unknown
Plaintiffs	BENJAMIN SMIT
Defendant	THE HON COMPANY, LLC
Defendant	AND OTHERS
Court	TARRANT COUNTY CIVIL DISTRICT COURT, FORT WORTH, TX
UCC Filing - Original	
Filing Date	04/08/2020
Filing Number	X20032483-3

Received Date	05/08/2020
Collateral	Inventory and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - and OTHERS
Secured Party	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA
UCC Filing - Original	
Filing Date	02/28/2018

Filing Number	E18013641-8		
Received Date			
	03/09/2018		
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - and OTHERS		
Secured Party	C & S ASSOCIATES, INC. AS REPRESENTATIVE, CLEVELAND, OH		
Debtors	THE HON COMPANY LLC		
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		
UCC Filing - Original			
Filing Date	06/22/2015		
Filing Number	E15040707-6		
Received Date	07/16/2015		
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS		
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL		
Debtors	THE HON COMPANY, LLC		
Debtors	and OTHERS		
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		
UCC Filing - Original			
Filing Date	06/24/2014		
Filing Number	E14048542-0		
Received Date	07/15/2014		
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS		
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL		
Debtors	THE HON COMPANY LLC		
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		
UCC Filing - Original			
Filing Date	02/01/2008		
Filing Number	X119242-5		
Received Date	02/06/2008		
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds		
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ		
Debtors	HON COMPANY THE		
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		
UCC Filing - Original			

Filing Date	03/07/2007		
Filing Number	X088626-2		
Received Date	03/22/2007		
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds		
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ		
Debtors	HON COMPANY THE		
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		
UCC Filing - Original			
Filing Date	07/13/2006		
Filing Number	X067699		
Received Date	07/20/2006		
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds		
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ		
Debtors	HON COMPANY, THE		
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		
UCC Filing - Original			
Filing Date	06/27/2006		
Filing Number	X066421		
Received Date	07/10/2006		
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds -		
	Leased Equipment and proceeds		
Secured Party	Leased Equipment and proceeds CANON FINANCIAL SERVICES, MT LAUREL, NJ		
Secured Party Debtors			
	CANON FINANCIAL SERVICES, MT LAUREL, NJ		
Debtors	CANON FINANCIAL SERVICES, MT LAUREL, NJ HON COMPANY, THE		
Debtors Filing Office	CANON FINANCIAL SERVICES, MT LAUREL, NJ HON COMPANY, THE		
Debtors Filing Office UCC Filing - Original	CANON FINANCIAL SERVICES, MT LAUREL, NJ HON COMPANY, THE SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA		

Collateral	Accounts receivable and proceeds - Leased Assets and proceeds - General intangibles(s) and proceeds - Leased Business machinery/equipment and proceeds - Leased Equipment and proceeds	
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ	
Debtors	HON COMPANY, THE	
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA	
UCC Filing - Original		
Filing Date	01/09/2006	
Debtors Filing Office UCC Filing - Original	HON COMPANY, THE SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA	

Filing Number	P526800	
Received Date	01/25/2006	
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds	
Secured Party	CANON FINANCIAL SERVICES, INC., MT. LAUREL, NJ	
Debtors	HON COMPANY, THE	
Debtors	and OTHERS	
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA	

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&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments 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.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

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**

Currency: All figures shown in USD unless otherwise stated

There are no Special Events recorded for this business.

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

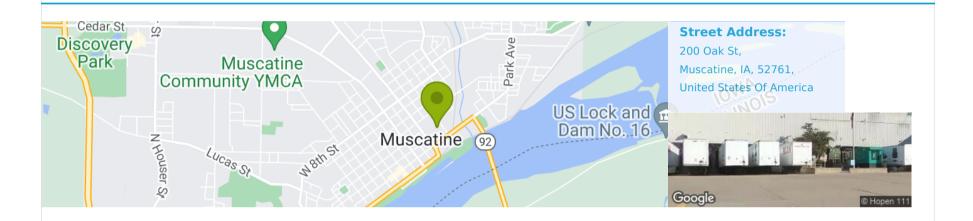
Currency: All figures shown in USD unless otherwise stated

D&B currently has no financial information on file for this company

**Company Profile** 

Currency: All figures shown in USD unless otherwise stated

#### **COMPANY OVERVIEW Mailing Address** D-U-N-S Employees 14-781-4735 PO Box 1109 4,000 (450 here) MUSCATINE, IA, 52761, UNITED STATES Legal Form Age (Year Started) Telephone 25 Years(1999) Unknown +1 563 272 7100 **History Record Named Principal** Website Brandon Bullock, PRES Clear www.hon.com **Date Incorporated Line of Business Present Control Succeeded** 07/02/1999 Ret furniture 1999 **Business Commenced On** SIC 1999 5712 State of Incorporation NAICS IOWA 449110 Ownership Not publicly traded



#### **BUSINESS REGISTRATION**

Corporate and business registrations reported by the secretary of state or other official source as of: 2024-05-10 This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	THE HON COMPANY LLC		
Corporation Type	Unknown		
State of Incorporation	IOWA		
Registration ID	230031		
Registration Status	ACTIVE		
Filing Date	07/02/1999		
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION		
Registered Agent			
Name	C T CORPORATION SYSTEM		

Address	400 E COURT AVE, DES MOINES, IA, 503090000
Registered Principal	
Name	HON INDUSTRIES INC.
Title	-
Address	414 E 3RD ST, MUSCATINE, IA, 527610000

PRINCIPALS	
Officers	

#### BRANDON BULLOCK, PRES

#### Directors

DIRECTOR(S): THE OFFICER(S)

#### **COMPANY EVENTS**

#### The following information was reported on: 03/27/2024

The lowa Secretary of State's business registrations file showed that The Hon Company LLC was registered as a Limited Liability Company on July 2, 1999, under the registration file number 230031.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1999.

BRANDON BULLOCK. Antecedents not available.

#### **BUSINESS ACTIVITIES AND EMPLOYEES**

#### The following information was reported on: 03/27/2024

#### **Business Information**

Trade Names	SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA); HON COMPANY; LEWIS OFFICE LLC			
Description	Subsidiary of HNI Corporation, Muscatine, IA which operates as a manufacturer, wholesaler and retailer of office furnitures.			
	HNI Corporation holds 100% ownership interest.			
	As noted, this company is a subsidiary of HNI Corporation, DUNS # 00-526-9709, an that report for background information on the parent company and its management			
	Retails furniture, specializing in office furniture (100%).			
	Terms are Net 30 days. Sells to commercial concerns. Territory : International.			
Employees	4,000 which includes officer(s). 450 employed here.			
Financing Status	Secured			
Seasonality	Nonseasonal.			
Tenure	Rents			
Facilities	Rents premises on 2nd floor of a multi story building.			
Related Concerns				
C/NAICS Information				
		Percentage of		
Industry Code	Description	Business		
5712	Ret furniture	-		
57129904	Office furniture	-		

NAICS Codes	NAICS Description
449110	Furniture Retailers

GOVERNMENT ACTIVITY			
Activity Summary			
Borrower(Dir/Guar)	No		
Administrative Debt	Yes		

Activity Summary	
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

#### Associations ?

Currency: All figures shown in USD unless otherwise stated

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT					
Company NameTypeStatusDate Created					
The Hon Company LLC	ACCOUNT - #1349	No Action Recommended	02/26/2021		
The Hon Company LLC	ACCOUNT - #1140	No Action Recommended	02/26/2021		

#### **Your Information**

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

#### In Folders: View

Account Number	Endorsement/Billing Reference * AlbrechtJ@hniworkplacefurnishings.co m	Sales Representatives
Credit Limit	Total Outstanding	Your Information Currency US Dollar (USD)

#### Audit Trail (?)

<u>Text</u>	Timeline			
From :	May-22	To : May-24		
Date/Ti	me of the Event	Event Name	Triggered By	Message
05/22/2	2024 10:57 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
01/11/2	2024 11:43 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled

#### **Federal Information**

FEDERAL EMPLOYER IDENTIFICATION NUMBER
DUN & Bradstreet, Inc. has compiled the following FEIN numbers for the business name in this report from the sources below. Dun & Bradstreet,

#### Inc. provides this information "AS IS" with no guarantee as to its accuracy.

FEIN	Business Name	Address	Source	Date
42- 1491474	THE HON COMPANY	P. O. BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	03/01/2009
42- 1491474	THE HON COMPANY	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	12/31/2003
42- 1491474	THE HON COMPANY OWENSBORO WELFARE PLAN FOR LOCAL 2	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	03/01/2006
42- 1161782	HENDERSON PIANO COMPANY,	PO BOX 1109, Muscatine, IA, 52761	TEXAS BUSINESS REGISTRATIONS	05/01/2015

FEIN	Business Name	Address	Source	Date
42- 1316997	HON INDUSTRIES INC VOLUNTARY EMPLOYEES BENEFICIARY	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY - TAX EXEMPT	12/29/2005

#### **CORPORATE FAMILY RELATIONSHIPS**

The following establishments related to the subject of this report have reported activity with the Federal Government. This is not a complete corporate family structure. To order more information on this business' corporate structure, use D&B's Global Family Linkage product.

D-U-N-S®	Business Name	Loans	Claims	Debarments	Contracts	Grants
00-636-5803	KIMBALL INTERNATIONAL, INC.	No	No	Νο	Yes	No
08-824-4231	KIMBALL INTL BRANDS INC	Yes	Νο	Νο	Νο	Νο
13-913-7611	NATIONAL OFFICE FURNITURE INC	No	Νο	Νο	Yes	No
01-052-4036	HNI CORPORATION	No	Yes	Νο	Νο	No
09-616-3746	DELVE INTERIORS, LLC	No	Νο	Νο	Yes	No
86-781-4444	MONESSEN HEARTH SYSTEMS CO LLC	No	Yes	Νο	Νο	No
12-804-5148	HICKORY BUSINESS FURNITURE LLC	No	Νο	Νο	Yes	No
00-636-4764	PAOLI LLC	No	Yes	Νο	Yes	No
12-031-6711	ALLSTEEL INC.	No	Νο	Νο	Yes	No
06-769-4315	MAXON FURNITURE INC.	No	Νο	Νο	Yes	No
19-993-6550	GUNLOCKE COMPANY L.L.C.	Νο	Yes	Νο	Yes	Νο

REPORTED U.S. GOVERNMENT CONTRACT ACTIONS								
Reported Date	Contract Awarded	Contract ID	Contract Amount	Contract Name	Federal Supplier Code	Action Type	Contract Office & Agency	
10/31/2019	2019-03	7D04/2	( 3,000 (USD))	OFFICE FURNITURE	7110	PURCH USING SIMPLIFIED ACQ. PROCEDURES	DEPT OF DEFENSE	
01/24/2019	2018-09	W912NR18F5035/	47,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE	
01/24/2019	2018-08	W912NR18F5011/	66,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE	
01/24/2019	2018-09	W912LC18F5023/	11,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE	
01/24/2019	2018-09	W911SA18PV229/	21,000 (USD)	OFFICE FURNITURE	7110	PURCH USING SIMPLIFIED ACQ. PROCEDURES	DEPT OF DEFENSE	

#### **REPORTED FEDERAL LOANS AND LOAN GUARANTEES**

No government activity has been found in this section.

CLAIMS, FEES, FINES, OVERPAYMENTS, PENALTIES AND OTHER MISC. REPORTED DEBTS TO FEDERAL AGENCIES									
Reported Date	Established Date	Туре	Amount	Current Due	Balance Due	Past Due	Cause	Federal Creditor	Account ID
07/10/2017	01/17/2014	PENALTY	6,670 (USD)	0 (USD)	0 (USD)	0 (USD)	ECHO FORMAL PENALTY	ENVIRONMENTA PROTECTION AGCY	AL 110000415863

#### **REPORTED PARTY EXCLUDED FROM FEDERAL PROGRAM(S)**

No government activity has been found in this section.

**REPORTED U.S. GOVERNMENT GRANT AWARDS** 

No government activity has been found in this section.

### HON FULL LIFETIME WARRANTY INFORMATION

#### 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 (lamps and ballasts are not covered)
- 4-Way Stretch Mesh
- Seating controls
- Pneumatic Cylinders
- Wood Seating
- Accessories
- Laminate Surfaces

#### **HON'S FULL 10-YEAR WARRANTY**

• Coordinate<sup>™</sup> Height Adjustable Bases (HHATB)

#### **HON'S FULL 7-YEAR WARRANTY**

- Coordinate<sup>™</sup> Legacy Bases (HHAB and HREC)
- Workwall Markerboard Glass Tiles

#### **HON'S FULL 5-YEAR WARRANTY**

- All LED task lights
- Panel and seating textiles
- Coze<sup>™</sup>
- Between™ Multi-Purpose Table
- Acoustic Solutions by Unika Vaev
- Mod

#### HON'S FULL 1-YEAR WARRANTY

Acrylic Screens

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 HON products that are covered under a separate 5-year 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 transfer 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.
- Fabric pattern match seat to back or chair to chair. If pattern match is needed, please submit a Tailored Solutions request or contact HON Customer Support/Tailored Solutions with questions.
- Storage Digilocks come with a 2-year warranty.

#### 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.

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# HON®

#### 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:

- 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®

#### 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-P6042	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	HBLUPPH72114A1
HBLMT48A	HMNG30FCO	HVL852	HMLDP6024W
HBLMT48B	HMNG30STDM	HVL853	HMLDP6024C
HBLMT48R		HVL862	HMLDPF07660W
HBLMTO48A	HMNG360VRD	HVL864	HMLDPF07660C
HBLMTO48B	HMNG36STDM	HVL871	HMLDF6060W
HBLMTO48R	HMNG48WKSL	HVL872	HMLDF6060C
HBLPBRIDGE	HMNG600VRD	HVL873	HMLDPF7260W
HBLPCLASSIC	HMNG60WKS	HVL887	HMLDPF7260C
HBLPCONTEMP	HMNG60WKSL	HVL888	HMLDPF07260W
HBLPWC	HMNG72WKS	HVL981	HMLDPF07260C
HBMP2B	HMNGDLEG	HVL982	HMLDPF076602W
HBMP2F	HMNGOHLEG	HVL991	HMLDPF076602C
HBMPT4824P	HVL103	HVL995	HMLDPF06082W
HBMPT4824X	HVL105	HVLPERCH	HMLDPF06082C
HBMPT48MOD	HVL108	HBLDCH7296A1	HMLD60W
HBMPT6024P	HVL131	HBLDCH7296ES	HMLD60C
HBMPT6024X	HVL151	HBLDCH7296N	HMLDF60W
HBMPT60MOD	HVL161	HBLDCHL7272A1	HMLDF60C
HBMPT7224P	HVL171	HBLDCHL7272ES	
HBMPT7224X	HVL205	HBLDCHL7272N	
HBMPT72MOD	HVL206	HBLLPP6678A1	
HBTMS	HVL210	HBLLPP6678ES	
HBV-P4224	HVL215	HBLLPP6678N	
HBV-P4230	HVL220	HBLLPP8484A1	
HBV-P4236	HVL302	HBLLPP8484ES	
HBV-P4242	HVL303	HBLLPP8484N	
HBV-P4248	HVL402	HBLMTB12A1	
HBV-P4260	HVL443	HBLMTB12ES	
HBV-P4272	HVL508	HBLMTB12N	



Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

#### Exceptions

#### 5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, monitor supports and tablet arm assemblies, wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments, and tailoring.

#### **3** Years

Electrical components and power supplies, ballasts, height adjustment mechanisms and pneumatic cylinders, casters, glides, exposed wood frames and legs, marker and tack board surfaces, granite, marble and glass surfaces, and replacement parts.

#### 2 Years

Graded-In HBF Textiles cover materials including, but not limited to, textiles, leathers and faux leathers. Licensed products are warranted to the original purchaser to be free from defects in materials and workmanship for a period of two (2) years from date of shipment, except as noted under the exclusions below.

#### Exclusions

#### Warranty does not apply to product failure or loss resulting from:

- Acts of nature, civil disobedience or social unrest.
- Normal wear and tear.
- COM (Customer's own materials) including, but not limited to solid surfaces, linoleum, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Failure to apply, install, clean or maintain products according to published HBF or manufacturer instructions and guidelines.
- Use of harsh, abrasive or acidic cleaning agents; and chemicals or agents that may alter or degrade the
  appearance, materiality and structural integrity of the product.
- Physical or chemical abuse, misuse, neglect or accident.
- · Unauthorized alteration or modification of the product.
- Unauthorized repair of the product.
- · Products exposed to extreme environmental conditions, direct sunlight or improper storage.
- Products exposed to outdoor use, unless manufactured specifically for outdoor conditions.
- Products used for rental purposes.
- Substitution of any unauthorized components that are integral to the performance of the product.

#### Warranty does not cover:

- Replacement parts are covered for three (3) years or the balance of the original warranty, whichever is longer. Replacement parts for licensed products are covered for one (1) year of the balance of the original warranty, whichever is longer.
- Damage caused by carriers or concealed damage. Damage caused in-transit will be handled under separate terms.
- Damage caused by dealers and their subcontractors or agents.
- Custom and special product(s) are covered for three (3) years, and all other exclusions apply.
- Variations in surface and solid materials including color, grain, marbling, texture and veining.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Variations in textiles and other upholstery materials due to inconsistencies between dye lots.
- Color fastness due to aging or exposure to artificial or natural sunlight.
- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installers.

#### Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, HBF will, at its sole discretion, either repair or replace the product free of charge, which includes delivery and labor costs. If HBF determines the repair or replacement of the product(s) is not commercially practical, HBF may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after June 1, 2017. For products purchased prior to June 1, 2017, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRAN-TY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HICKORY BUSINESS FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Hickory Business Furniture or one of its Authorized Resellers.

Dealer Name:	Address:	City:	State:	Zip:
ARCTIC OFFICE PRODUCTS	100 W FIREWEED LN	ANCHORAGE	AK	99503-2604
ARCTIC OFFICE PRODUCTS	1611 UNIVERSITY AVE S	FAIRBANKS	AK	99709-4989
THINK OFFICE LLC	1320 E 68TH AVE	ANCHORAGE	AK	99518
DIVISION 12 CONSULTING	4707 MCGILL CT	HOOVER	AL	35226
A-Z OFFICE RESOURCE INC	113 JETPLEX CIR STE A1	MADISON	AL	35758-8956
BUSINESS INTERIORS INC.	2309 5TH AVENUE SOUTH	BIRMINGHAM	AL	35233
BUSINESS INTERIORS INC.	1141 LAGOON BUSINESS LOOP	MONTGOMERY	AL	36117
BUSINESS INTERIORS INC.	100 CHURCH STREET SW STE 250	HUNTSVILLE	AL	35801
INTERIOR ELEMENTS LLC	2320 1ST AVE N STE 110	BIRMINGHAM	AL	35203-4302
KYSER OFFICEWORKS	2400 SPRUCE STREET	MONTGOMERY	AL	36107
MCALEER'S OFFICE FURNITURE	3305 SPRINGHILL AVE	MOBILE	AL	36607
OFFICE EQUIPMENT COMPANY OF MOBILE INC.	104 EAST 165	MOBILE	AL	36607
OSCO INTERIORS	229 GRANT STREET SE	DECATUR	AL	35601
PRINTERS & STATIONERS INC	113 N COURT ST	FLORENCE	AL	35630-4767
PRINTERS & STATIONERS INC	551 VETERANS DR	FLORENCE	AL	35630-5745
US BUSINESS PRODUCTS INC	3860 NAPIER FIELD RD	DOTHAN	AL	36303-0928
DAVID MARTIN INC.	4502 ACCESS RD	JONESBORO	AR	72401
ELITE WORKSPACE SOLUTIONS, LLC	711 E POINTER TRAIL	VAN BUREN	AR	72401
L & M OFFICE FURNITURE	2207 CANTRELL RD	LITTLE ROCK	AR	72930
MOSER CORPORATION	601 N 13TH ST	ROGERS	AR	72202
PETTUS OFFICE PRODUCTS	2 FREEWAY DR	LITTLE ROCK	AR	72730
ATMOSPHERE COMMERCIAL INTERIORS	815 N CENTRAL AVE	PHOENIX	AZ	85004-2004
ATMOSPHERE COMMERCIAL INTERIORS	88 E BROADWAY BLVD STE 100	-		
		TUCSON	AZ	85701-1720
	6340 E THOMAS RD, STE: 200	SCOTTSDALE	AZ	85251
	107 W JULIE DRIVE		AZ	85283
AAA BUSINESS SUPPLIES & INTERIORS	325 MENDELL ST	SAN FRANCISCO	CA	94124
AAA BUSINESS SUPPLIES & INTERIORS	1915 MARK CT #150	CONCORD	CA	94520
AAA BUSINESS SUPPLIES LP DBA PALACE			~ .	
BUSINESS SOLUTIONS	275 MENDELL STREET	SAN FRANCISCO	CA	94124
ABI OFFICE FURNITURE INC	9373 ACTIVITY RD STE L	SAN DIEGO	CA	92126-4409
BASK	4 PARK PLAZA	IRVINE	CA	92614
BERNARDS OFFICE FURNITURE	20935 WARNER CENTER LN STE B	WOODLAND HILLS	CA	91367-6511
BLUESPACE INTERIORS	23303 LA PALMA AVE	YORBA LINDA	CA	92887-4773
BLUESPACE INTERIORS	2840 N LIMA ST STE 110	BURBANK	CA	91504-2506
BUSINESS OFFICE OUTFITTERS	8807 CLAIREMONT MESA BLVD.	SAN DIEGO	CA	92123
CAL BENNETTS	615 N PLAZA DRIVE	VISALIA	CA	93291
CAMPBELL KELLER	3766 BRADVIEW DR	SACRAMENTO	CA	95827-9702
CAMPBELL KELLER	3041 65TH ST STE 3	SACRAMENTO	CA	95820-2021
COMPLETE OFFICE OF CA	12724 MOORE STREET	CERRITOS	CA	90703
CORPORATE BUSINESS INTERIORS (IRVINE)	3501 JAMBOREE RD STE 400	NEWPORT BEACH	CA	92660-2939
D&R OFFICE WORKS, INC.	9956 BALDWIN PLACE	EL MONTE	CA	91731
G&M BUSINESS INTERIORS	1099 W LA CADENA DR	RIVERSIDE	CA	92501
HOOVER'S COMMERCIAL SERVICES DBA BE				
WORKPLACE DESIGN	5159 COMMERCIAL CIR UNIT C	CONCORD	CA	94520
INSIDE SOURCE INC	985 INDUSTRIAL RD STE 101	SAN CARLOS	CA	94070-4157
INSIDE SOURCE INC	1221 DIAMOND WAY	CONCORD	CA	94520-5209
INSIDE SOURCE INC	2 EMBARCADERO CTR STE R2308	SAN FRANCISCO	CA	94111-3823
KIRKSEY & CO INC	18500 VON KARMAN AVE SUITE 350	IRVINE	CA	92612
MB CONTRACT FURNITURE	1001 GALAXY WAY STE 100	CONCORD	CA	59706
OFFICE & ERGONOMIC SOLUTIONS INC	8480 UTICA AVE	ANCHO CUCAMONG	CA	91730-3808
ONE WORKPLACE	2500 DE LA CRUZ BLVD.	CLARA	CA	95050
PARRON HALL CORPORATION	9655 GRANITE RIDGE DR STE 100	SAN DIEGO	CA	92123-2697
QUALITY OFFICE FURNISHINGS INC	23825 VIA DEL RIO	YORBA LINDA	CA	92887-2727
SIERRA SCHOOL EQUIPMENT COMPANY	3003 CITATION WAY	BAKERSFIELD	CA	93308
	18600 MACARTHUR BLVD.	IRVINE	CA	92612

STINSON STATIONERS	200 SONORA ST	BAKERSFIELD	CA	93305-5724
TANGRAM INTERIORS LLC	9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670-2645
TANGRAM INTERIORS LLC	1375 DOVE ST STE 300	NEWPORT BEACH	CA	92660-2406
TANGRAM INTERIORS LLC	7415 MEANY AVE	BAKERSFIELD	CA	93308
TANGRAM INTERIORS LLC	677 W PALMDON DR STE 101	FRESNO	CA	93704-1094
TOTAL CORPORATE SOLUTIONS	20335 S. WESTERN AVE	TORRANCE	CA	90501
TRICOUNTY OFFICE FURNITURE	1013 STATE ST, SANTA BARBARA	SANTA BARBARA	CA	93101
TRICOUNTY OFFICE FURNITURE	3955 E MAIN ST	VENTURA	CA	93003-5223
AMERICAN FURNITURE WAREHOUSE	8820 AMERICAN WAY	ENGLEWOOD	CO	80111
BC INTERIORS INC-HON	3550 FRONTIER AVE STE C2	BOULDER	CO	80301-2430
CONTRACT FURNISHINGS INC (DENVER)	3115 E 40TH AVE	DENVER	CO	80205-3659
DESKS INCORPORATED	445 BRYANT STREET, STE 8	DENVER	CO	80204
IE CONNECT LLC	1331 19TH STREET	DENVER	CO	80202
PROSPACE INTERIORS	50 HEINZ STREET	DELTA	CO	81416
RMRM INC-HON	520 NICHOLS BLVD	COLORADO SPRINGS	CO	80907-5437
SLATE	2501 BLAKE STREET	DENVER	CO	80205
SOURCE OFFICE & TECHNOLOGY	13350 W 43RD DR	GOLDEN	CO	80403-7238
WORKSPACE INNOVATIONS LTD	4414 E HARMON RD	FT. COLLINS	CO	80528
SUN TURTLE OFFICE FURNITURE-HON	1 BAILEY CIR	NEW LONDON	CT	06320-5865
COFCO, A HENRICKSEN COMPANY	1725 I STREET NW, STE: 250	WASHINGTON	DC	20006
EVENSONBEST LLC	1000 VERMONT AVE NW	WASHINGTON	DC	20005
PEABODY OFFICE	1310 L ST NW	WASHINGTON	DC	20005
STANDARD BUSINESS FURNITURE	35 SHERIDAN ST NW	WASHINGTON	DC	20011-1413
ALIGN 1 SOLUTIONS, LLC	1301 E BROWARD BLVD.	FORT LAUDERDALE	FL	33301
AMERICAN BUSINESS INTERIORS	2015 WAVERLY PL	MELBOURNE	FL	32901
AMERICA'S OFFICE SOURCE	706 TURNBULL AVE STE 305	ALTAMONTE SPRING	FL	32701
AMERICA'S OFFICE SOURCE	3803 CROSSROADS PKWY	FORT PIERCE	FL	34945
AMERICA'S OFFICE SOURCE	1100 25TH ST	WEST PALM BEACH	FL	33407-5609
BUSINESS INTERIORS INC.	111 S DE VILLIERS ST STE C	PENSACOLA	FL	32502
BUSINESS INTERIORS INC.	1211 GOVERNORS SQUARE BLVD. STE 100	TALLAHASSEE	FL	32301
BUSINESS INTERIORS INC.	4210 NW 37TH PL STE 500	GAINESVILLE	FL	32606
COMMERCIAL DESIGN SERVICES INC.	5805 BARRY RD	TAMPA	FL	33634
COMMERCIAL DESIGN SERVICES INC.	508 CAPITAL CIR SE STE C	TALLAHASSEE	FL	32301
COMMERCIAL DESIGN SERVICES INC.	8172 BAYMEADOWS WAY W	JACKSONVILLE	FL	32256
COMMERCIAL DESIGN SERVICES INC.	2405 LUCIEN WAY, STE 250	MAITLAND	FL	32751
COMPASS OFFICE SOLUTIONS	2450 HOLLYWOOD BLVD.	HOLLYWOOD	FL	33020
CORPORATE INTERIORS INC (ST PETERSBURG)	150 BUSCH DRIVE, #28360	JACKSONVILLE	FL	32226
CORPORATE INTERIORS INC (ST PETERSBURG)	902 CLINT MOORE RD	BOCA RATON	FL	33487-2800
CORPORATE INTERIORS INC (ST PETERSBURG)	12115 28TH ST N	SAINT PETERSBURG	FL	33716-1821
CORPORATE INTERIORS INC (ST PETERSBURG)	511 N FRANKLIN ST	TAMPA	FL	33602-4810
EMERALD COAST OFFICE PRODUCTS INC	3355 COPTER RD STE 3	PENSACOLA	FL	32514-7082
ERNIE MORRIS ENTERPRISES INC	232 N MAIN ST	BUSHNELL	FL	33513-5911
ERNIE MORRIS ENTERPRISES INC	1802 N ALAFAYA TRL	ORLANDO	FL	32826-4716
ERNIE MORRIS ENTERPRISES INC	4511 N HIMES AVE	TAMPA	FL	33614-7074
GALLOWAY OFFICE SUPPLIES & FURNITURE	10201 NW 21ST	DONAL	FL	33172
HOLMES & BRAKEL INTERNATIONAL INC	8933 WESTERN WAY ST. 2	JACKSONVILLE	FL	32256
HOLMES & BRAKEL INTERNATIONAL INC	3901 COCONUT PALM DR STE: 102	TAMPA	FL	33619
INTEGRATED FACILITY SYSTEMS	318 N MONROE ST	TALLAHASSEE	FL	32301
INTERIOR RESOURCE GROUP	11838 W COQUINA COURT	CRYSTAL RIVER	FL	34429
JC WHITE ARCHITECTURAL INTERIOR PRODUCTS	1662 NW 215 STREET	MIAMI GARDENS	FL	33056
MARCO OFFICE SUPPLY & PRTG	220 INDUSTRIAL BLVD	NAPLES	FL	34104-3704
OEC BUSINESS INTERIORS (GAINESVILLE)	1601 NW 80TH BLVD	GAINESVILLE	FL	32606-9140
OFFICE ENVIRONMENTS & SERVICES (OE&S)	1524 SAN MARCO BLVD.	JACKSONVILLE	FL	32207
OFFICE EXPRESS SUPPLIES INC.	8005 W 20TH AVE	HIALEAH	FL	33014
OFFICE WORX INC	475 ROBERTS RD	OLDSMAR	FL	34677
PERDUE OFFICE INTERIORS	5 W FORSYTH ST, STE 100	JACKSONVILLE	FL	32202

PERDUE OFFICE INTERIORS	313 N MONROE ST, STE 101	TALLAHASSEE	FL	32301
SIGNATURE PRODUCTS INC. DBA SIGNATURE				01001
SCHOOL PRODUCTS	220 SPRINGVIEW COMMERCIAL DR	DEBARY	FL	32713
SMITH OFFICE COMPUTER SUPPLY	1009 S 21ST AVE	HOLLYWOOD	FL	33020
STUDIO 71	8859 LA TERRAZZA PL	JACKSONVILLE	FL	32210
	8771 COLLEGE PARKWAY, SUITE 204, FORT	JACING CONVILLE		02210
WORKSCAPES, INC.	MYERS	FORT MYERS	FL	33919
WORKSCAPES, INC.	1173 N ORANGE AVE	ORLANDO	FL	32804
WORKSCAPES, INC.	501 E KENNEDY BLVD	ТАМРА	FL	33602
WORKSCAPES, INC.	1505 DENNIS ST, STE 600	JACKSONVILLE	FL	32204
YOUR SCHOOL RESOURCE GROUP DBA 3 OAKS		JAOROONVILLE	16	52204
RESOURCE GROUP	7600 SW 129TH STREET	PINECREST	FL	33256
AMERICAN INTERIORS	250 N ORLANDO AVE. SUITE 1600	ORLANDO	FL	32789
AMERICAN INTERIORS	100 S ASHLEY DR. SUITE 1300	TAMPA	FL	33602
ADVENT BUSINESS INTERIORS				
	1318 US HWY 82 W	LEESBURG	GA	31763
AUGUSTA BUSINESS INTERIORS INC	3127 DAMASCUS RD STE G	AUGUSTA	GA	30909-4000
CORPORATE ENVIRONMENTS	1636 NE EXPY	BROOKHAVEN	GA	30329
ERNIE MORRIS ENTERPRISES INC	2535 IVY ST E		GA	30041-6459
	940 W BROAD ST	ATHENS	GA	30601
	1345 13TH AVE	COLUMBUS	GA	31901-2347
MALONE OFFICE ENVIRONMENTS	1344 12TH AVE	COLUMBUS	GA	31901
MASON INC.	2301-B ROWLAND AVE	SAVANNAH	GA	31404
MCGARITYS BUSINESS PRODUCTS	870 GROVE ST	GAINESVILLE	GA	30501
OFFICE CREATIONS	5250 BROOK HOLLOW PKWY	NORCROSS	GA	30071
OFFICE FURNITURE EXPO	5385 BUFORD HWY NE	DORAVILLE	GA	30340
OFFICE IMAGES	1515 HOLCOMB WOODS PKWY	ROSWELL	GA	30076
OFFICE INTERIORS INC (ATLANTA)	260 PEACHTREE ST NW STE 501	ATLANTA	GA	30303-1201
PERIMETER OFFICE PRODUCTS	3505 NEWPOINT PLACE	LAWRENCEVILLE	GA	30043
YOUNG OFFICE ENVIRONMENTS INC	1464 E VICTORY DR	SAVANNAH	GA	31404-4108
FISHER HAWAII	950 MANUNAPUNA STREET	HONOLULU	HI	96819
ALL MAKES OFFICE EQUIPMENT (DES MOINES)	500 E COURT AVE STE: 150	DES MOINES	IA	50309
ALL MAKES OFFICE EQUIPMENT (DES MOINES)	3970 NW URBANDALE DR	URBANDALE	IA	50322
BAILEY OFFICE OUTFITTERS	123 E 2ND ST	OTTUMWA	IA	52501
IOWA ILLINOIS OFFICE SOLUTIONS	5117 TREMONT AVE STE: A	DAVENPORT	IA	52807
KIRK GROSS	4015 ALEXANDRA DR	WATERLOO	IA	50702
OFFICE ELEMENTS (SIOUX CITY)	1102 4TH ST.	SIOUX CITY	IA	51101
OFFICE ELEMENTS (SIOUX CITY)	930 27TH AVE SW	CEDAR RAPIDS	IA	52404
STOREY KENWORTHY OFFICE SUPPLIES	309 LOCUST ST	DES MOINES	IA	50309
STOREY KENWORTHY OFFICE SUPPLIES	424 S BELL AVE	AMES	IA	50010
TALLGRASS BUSINESS RESOURCES	218 2ND ST	CORALVILLE	IA	52802
WELTER STORAGE	1945 BLAIRSFERRY ROAD NE	CEDAR RAPIDS	IA	52402
COMPLETE OFFICE LLC (WASHINGTON)	8491 W ELISA ST	BOISE	ID	83709-3615
FREEFORM	176 S CAPITOL BLVD	BOISE	ID	83702
IE CONNECT LLC	1290 W MYRTLE ST. STE 160	BOISE	ID	83702
INTERMOUNTAIN DESIGN	7840 GRATZ DR	BOISE	ID	83709-0771
PORTERS OFFICE PRODUCTS	1050 N 2ND EAST	REXBURG	ID	83440
ALLMAKES OFFICE FURNITURE	2334 4TH AVENUE	MOLINE	IL	61265
ARTHUR P O'HARA INC-HON	2801 CENTRE CIR DR	DOWNERS GROVE	IL	60515-1093
ATMOSPHERE COMMERCIAL INTERIORS	801 N PERRYVILLE RD STE 3	ROCKFORD	IL	61107-6232
CORPORATE CONCEPTS	500 WATERS EDGE LANE	LOMBARD	IL	60148
FRANK COONEY CO	700 TOUHY AVE	ELK GROVE	IL	60007
FRANK COONEY CO	1226 N MICHAEL DR STE C	WOOD DALE	IL	60191-1056
GARVEY'S OFFICE PRODUCTS	7500 N CALDWELL AVE	NILES	IL	60714
HENRICKSEN & COMPANY INC	1101 W THORNDALE AVE	ITASCA	IL	60143-1334
HENRICKSEN & COMPANY INC	401 SW WATER ST STE 507	PEORIA	IL	61602-1587
ILLINI SUPPLY INC.	111 ILLINI DRIVE	FORSYTH	IL	62535
		1010111	16	52000

KENTWOOD OFFICE FURNITURE INC	330 W ROOSEVELT RD	LOMBARD	IL	60148-4220
LAN OFFICE FURNISHINGS	410 E MAIN ST STE 102	BARRINGTON	IL	60010-4568
LARSON EQUIPMENT & FURNITURE CO	1000 E STATE PKWY STE F	SCHAUMBURG	IL	60173-4592
LOWERY MCDONNELL COMPANY	960 LIVELY BLVD	WOOD DALE	IL	60191-1204
MIDWEST OFFICE INTERIORS INC	10330 ARGONNE WOODS DR STE 600	WOODRIDGE	IL	60517-5102
MYOFFICEPRODUCTS LLC	9747 FOSTER AVE	SCHILLER PARK	IL	60176-1047
OFFICE ESSENTIALS INC	1999 WABASH AVE STE 200	SPRINGFIELD	IL	62704-5374
OFFICE ESSENTIALS INC	4765 INDUSTRIAL AVE	SPRINGFIELD	IL	62703-5319
OFFICE PLUS SOLUTIONS AND SUPPLY	1428 W GLEN FLORA AVE	WAUKEGAN	IL	60085-1717
OFFICE SPECIALISTS INC	143 E FERRIS ST	GALESBURG	IL	61401
SBM BUSINESS EQUIPMENT CENTER	501 LOCUST ST	STERLING	IL	61081
STOCKS OFFICE FURNITURE	602 S COUNTY RAIR DR	CHAMPAIGN	IL	61821
VILLA PARK OFFICE EQUIPMENT	1120 N VILLA AVE	VILLA PARK	IL	60181-1054
WAREHOUSE DIRECT	2001 S MOUNT PROSPECT RD	DES PLAINES	IL	60018-1808
WIDMER INTERIORS	8415 N ALLEN RD	PEORIA	IL	61615
RESOURCE ONE OF ILLINOIS	321 E ADAMS ST	SPRINGFIELD	IL	62701
BUSINESS ENVIRONMENTS	5611 E MORGAN AVE	EVANSVILLE	IN	47715
EDUCATIONAL FURNITURE	620 E 18TH STREET	MUNCIE	IN	47713
FINELINE LAMINATES INC	7868 ZIONSVILLE RD	INDIANAPOLIS	IN	46268-2177
HDW COMMERCIAL INTERIORS	2274 W 93RD AVE	MERRILLVILLE		46208-2177
HUDSON OFFICE SOLUTIONS	708 E MAIN ST	WASHINGTON	IN	40410-0901
JC INTERIORS LLC	11807 ALLISONVILLE RD # 305	FISHERS		46038-2313
KENEFIC DESIGN ASSOCIATES LLC DBA KDA	11807 ALLISONVILLE RD # 305	FISHENS	IIN	40030-2313
			INI	46900
	7702 BLUFFTON ROAD	FT. WAYNE	IN	46809
KENTWOOD OFFICE FURNITURE INC	7226 E 87TH ST STE E	INDIANAPOLIS	IN	46256-1279
LEE COMPANY INC-HON	27 S 12TH ST	TERRE HAUTE	IN	47807-3901
OFFICE INTERIORS INC (GRANGER)	1415 UNIVERSITY DR CT	GRANGER	IN	46530-4296
OFFICE360	7301 WOODLAND DR	INDIANAPOLIS	IN	46278-1737
OFFICE360	104 BROADWAY ST	VINCENNES	IN	47591-1226
PEERLESS PRINTING & OFFICE SUPPLY CORP	513 S WASHINGTON ST	MARION	IN	46953-1962
PULSE TECHNOLOGY OF INDIANA	312 ROBERTS RD	CHESTERTON	IN	46304
RJE BUSINESS INTERIORS	621 EAST OHIO STREET	INDIANAPOLIS	IN	46202
SEELY OFFICE SOLUTIONS	5618 INDUSTRIAL RD	FT. WAYNE	IN	46825
SMITH & BUTTERFIELD	2800 LYNCH ROAD, SUITE D	EVANSVILLE	IN	47711
THREE RIVERS BUSINESS INTERIORS	3253 ST JOE CTR RD	FORT WAYNE	IN	46835
WORKSPACE SOLUTIONS (FORT WAYNE)	2208 PRODUCTION RD	FORT WAYNE	IN	46808-3656
OFFICE WORKS	12000 EXIT FIVE PARKWAY	FISHERS	IN	46037
GALAXIE BUSINESS EQUIPMENT	913 MAIN STREET	WINFIELD	KS	67156
MIDWEST SINGLE SOURCE	413 E 3RD	HUTCHINSON	KS	67501
MODERN BUSINESS INTERIORS	14205 W 95TH ST	LENEXA	KS	66215
NAVRATS	728 MECHANIC ST	EMPORIA	KS	66801
OFFICE PLUS OF KANSAS	6010 N. BROADWAY	WICHITA	KS	67219
PURE WORKPLACE SOLUTIONS	114 N ST. FRANCIS ST	WICHITA	KS	672020
PURE WORKPLACE SOLUTIONS	117 SE 10TH AVE	ТОРЕКА	KS	66612
SOUTHERN OFFICE SUPPLY	116 N MAIN STREET	MEDICINE LODGE	KS	67104
SOUTHERN OFFICE SUPPLY	417 N KANSAS AVE	LIBERAL	KS	67901
SPACES, INC	14950 W 86TH STREET	LENEXA	KS	66215
ACTION BUSINESS SUPPLIERS INC.	275 GOLD RUSH RD	LEXINGTON	KY	40503
BARREN COUNTY BUSINESS SUPPLY	400 SORENSON AVE	GLASGOW	KY	42141-1054
FRIENDS OFFICE	500 BUCK PL	LEXINGTON	KY	40511-6500
KEITH DANIEL & ASSOCIATES-HON	1161 RED MILE RD	LEXINGTON	KY	40504-2649
KERR OFFICE GROUP INC	509 ASSEMBLY DR	ELIZABETHTOWN	KY	42701-7303
KERR OFFICE GROUP INC	2515 FORT CAMPBELL BLVD.	HOKINSVILLE	KY	42240
KERR OFFICE GROUP INC	210 EAST MAIN STREET	CAMPBELLSVILLE	KY	42718
MUNSON BUSINESS INTERIORS	2307 RIVER RD STE 100	LOUISVILLE	KY	40206
MYOFFICEPRODUCTS LLC	805 S MAIN ST	HOPKINSVILLE	KY	42240-2111

OFFICE RESOURCES INC	12600 PLANTSIDE DR	LOUISVILLE	KY	40356
OFFICE RESOURCES INC	2472 FORTUNE DRICE	LEXINGTON	KY	40509
OFFICE RESOURCES INC	4020 ARMORY OAKS DR	NASHVILLE	KY	37204
OFFICE360	576 EAST MAIN STREET	FRANKFORT	KY	40601
PETTER BUSINESS SYSTEMS INC	5110 CHARTER OAK DR	PADUCAH	KY	42001-5209
CORPORATE INTERIORS INC (ST PETERSBURG)	7150 JEFFERSON HIGHWAY, STE 530	BATON ROUGE	LA	70802-5500
FERRIS OFFICESMART, LLC	8855 QUIMPER PL #5614	SHREVEPORT	LA	71105
GENERAL OFFICE SUPPLY	3045 W PINHOOK RD	LAFAYETTE	LA	70508
LOUISIANA OFFICE PRODUCTS, INC.	210 EDWARDS AVE.	HARAHAN	LA	70123
LOUISIANA OFFICE SUPPLY	7643 FLORIDA BLVD.	BATON ROUGE	LA	70806
LOUISIANA SCHOOL EQUIPMENT COMPANY, LLC	330 LEE DRIVE, SUITE B	BATON ROUGE	LA	70808
PETTUS OFFICE PRODUCTS	309 N 4TH ST	MONROE	LA	71201
PETTUS OFFICE PRODUCTS	4909 SHED RD	BOSSIER CITY	LA	71111
CREATIVE OFFICE RESOURCES INC.	44 THOMPSON PLACE	BOSTON	MA	2210
PEABODY OFFICE	234 CONGRESS STREET	BOSTON	MA	2110
RED THREAD SPACES LLC	101 SEAPORT BLVD. #600	BOSTON	MA	02210
AGILE OFFICE LLC	6411 IVY LN STE 700	GREENBELT	MD	20770-1411
AMERICAN DESIGN ASSOCIATES	9000 HARFORD ROAD	BALTIMORE	MD	21234
ATLANTIC CORPORATE INTERIORS, INC	6940 COLUMBIA GATEWAY DRIVE, SUITE 350	COLUMBIA	MD	21046
CONTRACT FURNITURE OPTIONS	210 OLD ISLAND CT	WALKERSVILLE	MD	21793
DANKER DBA FULTON STREET 1 LLC	9200 ALAKING COURT	CAPITOL HEIGHTS	MD	20743
DOURON	10 PAINTERS MILL RD	OWINGS MILLS	MD	21117
EDWARDS & HILL COMMUNICATIONS LLC	10810 GUILFORD RD, STE: 101-102	NNAPOLIS JUNCTIO	MD	20701
	1801 PORTER ST SUITE 100	BALTIMORE	MD	21230
OFFICE IMAGES INC	2099 GAITHER RD STE 130	ROCKVILLE	MD	20850-4057
PRICE MODERN	2604 SISSON ST	BALTIMORE	MD	21211
RUDOLPH'S OFFICE COMPUTER AND SUPPLY	6610 AMBERTON DR STE 400	ELKRIDGE	MD	21075
THE SUPPLY ROOM	1300 MERCEDES DR	HANOVER	MD	21076-3140
ZOOM INC	1 LAUREL LEAF CT	POTOMAC	MD	20854-1769
CONSUMERS OFFICE FURNITURE DBA PINNACLE		10101010		200011/00
DESIGN	3700 BAY ROAD	SAGINAW	MI	48603
DISTRICT BY DESIGN LLC	48700 GRAND RIVER AVE	NOVI	MI	48374
DOUBLEDAY OFFICE PRODUCTS	2435 PLAZA DR	BENTON HARBOR	MI	49022-2229
INTERIOR ENVIRONMENTS	48700 GRAND RIVER AVE	NOVI	MI	48374-1228
KENTWOOD OFFICE FURNITURE INC	3063 BRETON RD SE	GRAND RAPIDS	MI	49512-1747
KENTWOOD OFFICE FURNITURE INC	801 S WAVERLY RD	LANSING	MI	48917-5202
KENTWOOD OFFICE FURNITURE INC	2420 W MICHIGAN AVE	JACKSON	MI	49202-3920
KENTWOOD OFFICE FURNITURE INC	400 GALLERIA OFFICE CENTRE #515	SOUTHFIELD	MI	48034
KERR ALBERT OFFICE SUPPLY INC	1121 MILITARY ST	PORT HURON	MI	48060-5418
METRO BUSINESS INTERIORS	1370 M 139	BENTON HARBOR	MI	49022
OFFICE EXPRESS (TROY)	1280 E BIG BEAVER RD	TROY	MI	49022
SMART BUSINESS SOURCE				
WEST MICHIGAN OFFICE INTERIORS INC	1940 NORTHWOOD 300 E 40TH ST	TROY HOLLAND	MI	48084 49423-5345
WEST MICHIGAN OFFICE INTERIORS INC	300 E 401H ST 3308 S WESTNEDGE AVE	KALAMAZOO	MI	49423-5345
WEST MICHIGAN OFFICE INTERIORS INC	949 FRONT AVE NW		MI	
ATMOSPHERE COMMERCIAL INTERIORS		GRAND RAPIDS	MI	49504-4497
	81 S 9TH ST STE 350	MINNEAPOLIS	MN	55402-3226
	6645 JAMES AVE N	MINNEAPOLIS	MN	55430-4535
HENRICKSEN & COMPANY INC	800 WASHINGTON AVE N STE 200	MINNEAPOLIS	MN	55401
HENRICKSEN & COMPANY INC	1101 W RIVER PKWY STE 100	MINNEAPOLIS	MN	55415-1215
INNOVATIVE OFFICE SOLUTIONS LLC	151 CLIFF RD E STE 40	BURNSVILLE	MN	55337-1586
NORTHERN BUSINESS PRODUCTS	2326 W SUPERIOR ST	DULUTH	MN	55806-1932
NORTHERN BUSINESS PRODUCTS	1210 LAKELAND DR SE	WILLMAR	MN	56201-4172
NORTHERN BUSINESS PRODUCTS	1003 CLOQUET AVE	CLOQUET	MN	55720-1694
NORTHERN BUSINESS PRODUCTS	1734 E 40TH ST	HIBBING	MN	55746-3663
NORTHERN BUSINESS PRODUCTS	240 MAIN ST	MARSHALL	MN	56258-1378
NORTHERN BUSINESS PRODUCTS	1202 SUN RIDGE DR	SAINT CLOUD	MN	56301-9178

SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 N BROADWAY AVE	ROCHESTER	MN	55906-4003
SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 N BROADWAT AVE	ROCHESTER	MN	55906-4003
CI SELECT	11840 WESTLINE INDUSTRIAL DR STE: 100	ST. LOUIS	MO	63146
FRE3DOM INTERIORS	4000 WASHINGTON ST	KANSAS CITY	MO	
INTERIOR LANDSCAPES				64111
	2121 CENTRAL ST STE: 144	KANSAS CITY	MO	64108
MODERN BUSINESS INTERIORS	1023 PORTWEST DR	ST. CHARLES	MO	63303
OFFICE ESSENTIALS INC	1939 E PHELPS ST	SPRINGFIELD	MO	65802-2282
OFFICE ESSENTIALS INC	1834 WALTON RD	SAINT LOUIS	MO	63114-5820
OFFICE ESSENTIALS INC	1548 ERIE ST	KANSAS CITY	MO	64116-3805
OFFICE ESSENTIALS INC	1901 VANDIVER DR	COLUMBIA	MO	65202-1914
PURE WORKPLACE SOLUTIONS	3525 ROANOKE RD	KANSAS CITY	MO	64111
CONTRACT FURNISHINGS	3129 MAIN STREET	KANSAS CITY	MO	64111
ANDERSON RETAIL INC	11 OFFICE PARK DR STE 20	HATTIESBURG	MS	39402-6135
ANDERSON RETAIL INC	515 W SCOOBA ST	HATTIESBURG	MS	39401-6304
FHM INC DBA OFFICEPRO	515 CHILDS ST	CORINTH	MS	38834-4808
INTERIOR ELEMENTS LLC	830 WILSON DR STE A	RIDGELAND	MS	39157-4508
MYOFFICEPRODUCTS LLC	277 COMMUNITY DR	TUPELO	MS	38801-6506
OFFICE PRODUCTS PLUS	208 PARK COURT	RIDGELAND	MS	39157
360 OFFICE SOLUTIONS	3676 PIERCE PKWY	BILLINGS	MT	59106-3905
360 OFFICE SOLUTIONS	212 ZOOT WAY	BOZEMAN	MT	59718-5930
360 OFFICE SOLUTIONS	206 W GRANITE ST	BUTTE	MT	59701-9236
360 OFFICE SOLUTIONS	700 SUNSET BLVD	KALISPELL	MT	59901
360 OFFICE SOLUTIONS	2019 CROMWELL DIXON LN	HELENA	MT	59602
CORPORATE INTERIORS & SALES INC.	1329 MORGANTON ROAD	FAYETTEVILLE	NC	28305
CREATIVE BUSINESS INTERIORS	8720 FLEET SERVICE DRIVE	RALEIGH	NC	27617
FORMS & SUPPLY INC (FSI)	6410 ORR RD	CHARLOTTE	NC	28213-6332
FORMS & SUPPLY INC (FSI)	3125 GRESHAM LAKE RD STE 109110	RALEIGH	NC	27615-4233
FORMS & SUPPLY INC (FSI)	3022 N KERR AVE STE A	WILMINGTON	NC	28405-8679
FORMS & SUPPLY INC (FSI)	1314 E 5TH ST	LUMBERTON	NC	28358-6030
FORMS & SUPPLY INC (FSI)	2606 PHOENIX DR STE 204	GREENSBORO	NC	27406-6353
HICAPS	600 N REGIONAL ROAD	GREENSBORO	NC	27409
HICAPS C2	600 N REGIONAL ROAD	GREENSBORO	NC	27409
INSTITUTIONAL INTERIORS	2851 VAN HURON DRIVE, SUITE 100	RALEIGH	NC	27615
INTERIOR ELEMENTS LLC	621 HILLSBOROUGH ST #201	RALEIGH	NC	27603
INTERIOR ELEMENTS LLC	7820 THORNDIKE RD	GREENSBORO	NC	27409-9690
INTERIOR ELEMENTS LLC	800 W HILL ST STE 404	CHARLOTTE	NC	28208-5365
KENNEDY OFFICE SUPPLY COMPANY INC	3035 HORSESHOE LN STE A	CHARLOTTE	NC	28208-6464
KENNEDY OFFICE SUPPLY COMPANY INC	3609 BASTION LN	RALEIGH	NC	27604-3861
OFFICE FURNITURE CONCEPTS INC (WILKESBORO)	1630 E BROAD ST	STATESVILLE	NC	28625-4304
OFFICE FURNITURE CONCEPTS INC (WILKESBORO)	4389 W US HWY 421	WILKESBORO	NC	28697-9175
YOUNG OFFICE ENVIRONMENTS INC	71 THOMPSON ST	ASHEVILLE	NC	28803-2328
STEPHENS OFFICE SYSTEMS INC	300 FOSTER AVE	CHARLOTTE	NC	28203
BUSINESS ESSENTIALS	205 MAIN AVE E	WEST FARGO	ND	58078-1833
CONNECT INTERIORS LLC	3803 MAIN AVENUE	FARGO	ND	58103
INTEROFFICE	1630 1ST AVE N SUITE A	FARGO	ND	58102
ALL MAKES OFFICE EQUIPMENT (LINCOLN)	3333 O ST	LINCOLN	NE	68510
ALL MAKES OFFICE EQUIPMENT (OMAHA)	2558 FARNAM ST	OMAHA	NE	68131
CISELECT	4614 DODGE ST	OMAHA	NE	68132
EAKES OFFICE SOLUTIONS	617 W 3RD ST	GRAND ISLAND	NE	68801
EAKES OFFICE SOLUTIONS	3636 W STOLLEY PARK RD STE: C	GRAND ISLAND	NE	68803
EAKES OFFICE SOLUTIONS	2401 AVENUE A	KEARNEY	NE	68847
EAKES OFFICE SOLUTIONS	520 N VINE ST	NORTH PLATTE	NE	69101
EAKES OFFICE SOLUTIONS	839 W 2ND STREET	HASTINGS	NE	68901
EAKES OFFICE SOLUTIONS	2911 13TH ST	COLUMBUS	NE	68601

EAKES OFFICE SOLUTIONS	201 S 1ST STREET	NORFOLK	NE	68701
EAKES OFFICE SOLUTIONS	2630 N YAGER RD STE: 501	FREMONT	NE	68025
CASEY'S EXECUTIVE INTERIORS INC T/A CEI	152 US HIGHWAY 22	GREEN BROOK	NJ	8812
CREATIVE OFFICE RESOURCES	90 WOODBRIDGE CTR DRIVE	WOODBRIDGE	NJ	7095
DANCKER LLC	231 EVANS WAY	SOMERVILLE	NJ	08876
EVENSONBEST LLC	400 CONNELL DR	BERKELEY HEIGHTS	NJ	07922
HARTMAN OFFICE FURNITURE	53 S JEFFERSON RD STE F	WHIPPANY	NJ	7981
HERTZ FURNITURE SYSTEMS LLC	170 WILLIAMS DR	RAMSEY	NJ	07446
INNOVATIVE COMMERCIAL INTERIORS INC	806 SILVIA ST	WEST TRENTON	NJ	08628-3239
JC OFFICE CONSULTANTS	242 UNION AVENUE	SOMERVILLE	NJ	08776
KAD ASSOCIATES	1000 WOODBRIDGE CENTER DRIVE	WOODBRIDGE	NJ	7095
PARAMOUNT FMS	72 READINGTON RD	BRANCHBURG	NJ	08876-3541
PREMIER SUPPLIES USA INC.	525 WINDSOR DRIVE	SECAUCUS	NJ	7094
SAVEON STATIONARY CO INC. DBA MACO OFFICE				
SUPPLIES	1000 KENNEDY BLVD	UNION CITY	NJ	7087
TANNER NORTH JERSEY FURNITURE, LLC	1251 LAKEWOOD-FARMINGDALE RD	HOWELL	NJ	7731
BECK TOTAL OFFICE INTERIORS	8300 JEFFERSON ST NE, STE: A	ALBUQUERQUE	NM	87113
PARKERS INC OFFICE PRODUCTS	714 W MAIN ST STE C	FARMINGTON	NM	87401-5639
SANDIA OFFICE SUPPLY	5801 OFFICE BLVD. NE	ALBUQUERQUE	NM	87109
DALVEY DESIGN INC	3100 W SIRIUS AVE STE 100	LAS VEGAS	NV	89102-0502
DALVEY DESIGN INC	5173 S EASTERN AVE	LAS VEGAS	NV	89119-2304
OFFICE FURNITURE USA	40 N MOJAVE RD	LAS VEGAS	NV	89101
RENO BUSINESS INTERIORS	427 RIDGE ST STE D	RENO	NV	89501-1738
ACCENT COMMERCIAL FURNITURE INC	3 INTERSTATE AVE STE 2	ALBANY	NY	12205-5331
AFD CONTRACT FURNITURE	810 7TH AVENUE	NEW YORK	NY	10019
BUFFALO OFFICE INTERIORS	1418 NIAGRA ST	BUFFALO	NY	14213
CREATIVE OFFICE RESOURCES	1115 BROADWAY FL 6	NEW YORK	NY	10010
DRB BUSINESS INTERIORS INC	153 REGENT ST	SARATOGA SPRINGS	NY	12866-4370
EATON OFFICE SUPPLY CO INC	180 JOHN GLENN DR	AMHERST	NY	14228-2228
EMPIRE OFFICE	654 MADISON AVENUE	NEW YORK	NY	10065
FURNITURE PRO CORP	355 SPOOK ROCK RD	AIRMONT	NY	10901
HENRICKSEN & COMPANY INC	1040 AVENUE OF THE AMERICAS FL 22	NEW YORK	NY	10018-3762
HUMMELS OFFICE EQUIPMENT	25 CANAL STREET	MOHAWK	NY	13407
INTERIOR INNOVATIONS	1641 E GENESEE STREET	SYRACUSE	NY	13210
INTIVITY INC.	106 DESPATCH DRIVE	EAST ROCHESTER	NY	14445
LEWIS STEVENSON OFFICE SOLUTIONS	25 W 31ST STREET, 9TH FLOOR	NEW YORK	NY	10001
LPS OFFICE INTERIORS	75 BROADHOLLOW RD	FARMINGDALE	NY	11735-1700
MID CITY OFFICE EQUIPMENT	2495 MAIN STREET, SUITE 240	BUFFALO	NY	18553
MILLINGTON LOCKWOOD	3901 GENSEE ST	BUFFALO	NY	14225
NICKERSON NY LLC	11 MOFFITT BLVD.	BAY SHORE	NY	11706
PROFTECH	10 SKYLINE DRIVE	HAWTHORNE	NY	10532
SCHOOL FURNITURE AND INTERIORS	32 COPPER WOODS	PITTSFORD	NY	14534
STONEHILL SALES & SERVICES LLC	32 HEATHER LN	MIDDLETOWN	NY	10940-7203
SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD W	SYRACUSE	NY	13202-1011
SYRACUSE OFFICE ENVIRONMENTS	214 SOLAR ST	SYRACUSE	NY	13204-1426
TECH VALLEY OFFICE INTERIORS	50 MOHAWK STREET	COHOES	NY	12047
TRI STATE OFFICE INTERIORS	19 W 21ST STREET	NEW YORK CITY	NY	10010
WORKPLACE INTERIORS	400 PUCKETTS LANDING	FAIRPORT	NY	14450
WORKPLACE INTERIORS OF BUFFALO	815 HILLSIDE AVE	ROCHESTER	NY	14618
EVENSONBEST LLC	641 AVENUE OF THE AMERICAS FL 6	NEW YORK	NY	10011
AMERICAN INTERIORS	1001 LAKESIDE AVE E STE 150	CLEVELAND	OH	44114-1147
				43615-6208
IAMERICAN INTERIORS	302 S BYRNE RD BLDG 100	TOLEDO	()H	
AMERICAN INTERIORS	302 S BYRNE RD BLDG 100 25671 FORT MEIGS BOAD, STE H	TOLEDO	OH OH	
AMERICAN INTERIORS AMMONS COMMERCIAL INTERIORS AMMONS COMMERCIAL INTERIORS	302 S BYRNE RD BLDG 100 25671 FORT MEIGS ROAD, STE H 7651 BALDWIN CT	TOLEDO PERRYSBURG HOLLAND	OH OH OH	43513-6208 43551 43528

CONTINENTAL OFFICE FURNITURE CORPORATION	5061 FREEWAY DRIVE E	COLUMBUS	OH	43229
DUPLER OFFICE	330 W SPRING ST STE 150	COLUMBUS	OH	43215-7317
ENVIRONMENTS 4 BUSINESS LLC	3421 RIDGEWOOD RD STE 270	FAIRLAWN	OH	44333-3186
ENVIRONMENTS 4 BUSINESS LLC	1400 W 10TH ST	CLEVELAND	OH	44113-1215
FRIENDSOFFICE	2300 BRIGHT RD	FINDLAY	OH	45840-5432
FRIENDSOFFICE	2473 BELVO ROAD	MIAMISBURG	OH	45342
	7099 HUNTLEY ROAD, SUITE 102	COLUMBUS	OH	43229
INDEPENDENCE BUSINESS SUPPLY	25701 RICHMOND ROAD	BEDFORD HEIGHTS	OH	44146
INNOVATIVE OFFICE SOLUTIONS KING BUSINESS INTERIORS	8016 INDUSTRIAL DRIVE	MARIA STEIN	OH	45860
	1400 GOODALE BLVD, STE 102	COLUMBUS	OH	43212
LOTH, INC.	855 GRANDVIEW AVE	COLUMBUS CINCINNATI	OH OH	43215 45241
LOTH, INC.	3574 E KEMPER RD	CINCINNATI		
OFFICE FURNITURE SOURCE O'REILLY OFFICE LLC	2920 E KEMPER ROAD		OH	45241
	300 SPRUCE STREET	COLUMBUS	OH	43215
RJE INTERIORS INC. SEAGATE OFFICE PRODUCTS	623 BROADWAY STREET		OH	45202
	25701 RICHMOND ROAD	BEDFORD HEIGHTS	OH	44146
WILLIAMS INTERIOR DESIGNS ADMIRAL EXPRESS OFFICE	4449 EASTON WAY 2ND		OH OK	43219 74012
L&M OFFICE FURNITURE LLC	1823 N YELLOWOOD AVE 12424 E 55TH ST	BROKEN ARROW TULSA	OK	74012
	2801 COLTRANE PLACE	EDMOND	OK	73034
SPACES INC. WILSON BAUHAUS INTERIORS		TULSA	OK	73034
ENVIRONMENTS, AN INSIDESOURCE COMPANY	426 E 4TH ST 2055 NW SAVIER ST	PORTLAND	OR	97209
MOMENTUM PROCUREMENT GROUP	8305 SE MONTEREY AVE	HAPPY VALLEY	OR	97209
NW OFFICE INTERIORS INC	6400 SE LAKE RD STE 142	MILWAUKIE	OR	97086
OPNW - OFFICE PRODUCTS NATIONWIDE	12600 SW 68TH AVE	PORTLAND	OR	97223-8338
ROSE CITY OFFICE FURNISHINGS	5130 N BASIN AVE. UNIT #1	PORTLAND	OR	97217
BENJAMIN ROBERTS LTD	119 SOUTH TREE DR	LANCASTER	PA	17603-3528
	THREE PARKWAY, 1601 CHERRY STREET, 16TH	LANCASTEN		17003-3320
COFCO, A HENRICKSEN COMPANY	FLOOR	PHILADELPHIA	PA	19133
FRANKLIN INTERIORS	2740 SMALLMAN ST, STE 600	PITTSBURGH	PA	15135
GUERNSEY INC	5040 LOUISE DR STE 106	MECHANICSBURG	PA	17055-4897
HUFFMANS OFFICE EQUIPMENT CO	5318 LYCOMING MALL DR	MONTOURSVILLE	PA	17754-8318
INTERIOR WORKPLACE SOLUTIONS (IWS)	6765 AMBASSADOR DRIVE	ALLENTOWN	PA	18106
MCCARTNEY'S INC.	819 HOWARD AVE	ALTOONA	PA	16601
OFFICE BASICS	22 CREEK CIRCLE	BOOTHWYN	PA	19061
OFFICE FURNITURE WAREHOUSE	11660 KELEKET	PITTSBURGH	PA	15235
OFFICE SERVICE COMPANY	1009 TUCKERTON CT	READING	PA	19605-1177
PEMCO	1700 N HIGHLAND RD	PITTSBURGH	PA	15241
PHILLIPS WORKPLACE INTERIORS INC	6345 FLANK DR STE 1200	HARRISBURG	PA	17112-2765
PREMIER ENVIRONMENTS	2601 BAGLYOS CIRCLE	BETHLEHEM	PA	18020
STONE OFFICE EQUIPMENT INC	321 PEAR ST	SCRANTON	PA	18505-1621
SUPPLYSOURCE INC.	415 W 3RD STREET	WILLIAMSPORT	PA	17701
TANNER OF PA INC	7813 DERRY ST	HARRISBURG	PA	17111-5265
TRI-STATE OFFICE FURNITURE	ONE SEXTON RD	MCKEES ROCKS	PA	15136
SHEEHANS OFFICE INTERIORS INC	524 PARK AVE	PORTSMOUTH	RI	02871-4940
CORPORATE INTERIORS INC (ST PETERSBURG)	1051 MARKET ST	COLUMBIA	SC	29201-4740
FORMS & SUPPLY INC (FSI)	3215B BENCHMARK DR	LADSON	SC	29456-3862
FORMS & SUPPLY INC (FSI)	99 VANTAGE POINT DR	WEST COLUMBIA	SC	29172-3001
FORMS & SUPPLY INC (FSI)	454A FAIRFOREST WAY	GREENVILLE	SC	29607-4436
GREENVILLE OFFICE SUPPLY CO INC	310 E FRONTAGE RD	GREER	SC	29651-6913
HERALD OFFICE SOLUTIONS	909 BROADWAY ST	MYRTLE BEACH	SC	29577-3718
HERALD OFFICE SOLUTIONS	708 N 1ST AVE	DILLON	SC	29536-2402
HERALD OFFICE SOLUTIONS	736 BROAD ST	SUMTER	SC	29150-3359
		COLUMBIA	SC	29209-4500
HERALD OFFICE SOLUTIONS	90 N SHORECREST RD STE A	COLUMIDIA	36	29209-4000

HERALD OFFICE SOLUTIONS			50	20414 0000
HERALD OFFICE SOLUTIONS HERALD OFFICE SOLUTIONS	3250 TILE DR 1716 BYPASS 72 NE	CHARLESTON	SC	29414-9999
INTERIOR ELEMENTS LLC	1940 ALGONQUIN RD. SUITE 104	GREENWOOD	SC	29649-1691
LORICK OFFICE PRODUCTS	910 WASHINGTON STREET	CHARLESTON	SC	29405
		COLUMBIA	SC	29201
NU-IDEA SCHOOL SUPPLY COMPANY INC.	710 S GUIGNARD DR	SUMTER	SC	29150
OFFICE INTERIORS OF SOUTH CAROLINA	146 W PHILLIPS ROAD	GREER	SC	29650
	1111 MORRISON DR	CHARLESTON	SC	29403-3110
YOUNG OFFICE ENVIRONMENTS INC	1280 RIDGE RD	GREENVILLE	SC	29607-4626
YOUNG OFFICE ENVIRONMENTS INC	1104 SHOP RD	COLUMBIA	SC	29201-4743
YOUNG OFFICE ENVIRONMENTS INC	4434 COLUMBIA RD	MARTINEZ	SC	30907-4556
DAKOTA TYPEWRITER EXCHANGE DBA DAKOTA			0.5	57700
BUSINESS CENTER	1635 DEADWOOD AVE	RAPID CITY	SD	57702
A & W SUPPLY INC	10653 DUTCHTOWN RD	KNOXVILLE	TN	37932-3206
A-Z OFFICE RESOURCE INC	3014 OWEN DR	ANTIOCH	TN	37013-2413
A-Z OFFICE RESOURCE INC	5920 MIDDLEVIEW WAY	KNOXVILLE	TN	37909-1251
A-Z OFFICE RESOURCE INC	9 BUSINESS WAY	GRAY	TN	37615-6240
A-Z OFFICE RESOURCE INC	1600 E ANDREW JOHNSON HWY	MORRISTOWN	TN	37814-5443
A-Z OFFICE RESOURCE INC	1065 WILLOW INDUSTRIAL CT STE A	COOKEVILLE	TN	38501-4138
A-Z OFFICE RESOURCE INC	781 AIRWAYS BLVD STE A	JACKSON	TN	38301-3238
	1245 SYCAMORE VIEW RD	MEMPHIS	TN	38134
COS BUSINESS PRODUCTS & INTERIORS	1548 RIVERSIDE DR	CHATTANOOGA	TN	37406-4313
ERNIE MORRIS ENTERPRISES INC	1126 HARPETH INDUSTRIAL CT.	FRANKLIN	TN	37064-2224
INSPIRE BUSINESS INTERIORS	725 W WALNUT ST	JOHNSON CITY	TN	37604-6523
INSPIRE BUSINESS INTERIORS	310 LAFE COX DR	JOHNSON CITY	TN	37604-7444
INTERIOR ELEMENTS LLC	118 N PETERS RD STE 262	KNOXVILLE	TN	37923-4927
KIRKSEY & CO.	565 MARRIOTT DRIVE STE 330	NASHVILLE	TN	37214
MYOFFICEPRODUCTS LLC	320 TECH PARK DR STE 100	LA VERGNE	TN	37086-3647
MYOFFICEPRODUCTS LLC	1501 CORPORATE PL STE 400	LA VERGNE	TN	37086-3596
MYOFFICEPRODUCTS LLC	22 CENTURY BLVD STE 420	NASHVILLE	TN	37214-3724
NASHVILLE OFFICE INTERIORS	611 3RD AVE S	NASHVILLE	TN	37210-2169
NASHVILLE OFFICE INTERIORS	4167 S CREEK RD	CHATTANOOGA	TN	37406-1022
OFFICE INTERIORS OF MEMPHIS	281 MOORE LANE	COLLIERVILLE	TN	38017
OFFICE INTERIORS OF MEMPHIS	3981 DELP ST	MEMPHIS	TN	38118-6110
PETTUS OFFICE PRODUCTS	1830 AIR LANE DR	NASHVILLE	TN	37210
SCHOOL & OFFICE SUPPLY	10653 DUTCHTOWN RD	KNOXVILLE	TN	37932-3206
SPACES GROUP, LLC	7760 TRINITY RD, SUITE 106	CORDOVA	TN	38018
SYNERGY, A HENRICKSEN COMPANY	1030 16TH AVE S, SUITE 100	NASHVILLE	TN	37203-4641
SYNERGY, A HENRICKSEN COMPANY	220 W. JACKSON AVE, SUITE 106	KNOXVILLE	TN	37902-1309
A & W SUPPLY INC	222 S STAPLES STREET	CORPUS CHRISTI	TX	78401
ABLES LAND INC	428 S FANNIN AVE	TYLER	TX	75702
BAUHAUS INTERIORS GROUP	1645 STEMMONS FWY STE: A	DALLAS	TX	75207
BI EXPRESS OFFICE FURNITURE	1111 VALLEY VIEW LN	IRVING	TX	75061-6008
BROUSSARD GROUP	4985 EISENHAUER RD STE: 103	SAN ANTONIO	TX	78218
BUSINESS ESSENTIALS	2217 N STATE LINE	TEXARKANA	TX	75501
BUSINESS INTERIORS EL PASO	28 CONCORD ST. STE: C	EL PASO	TX	79906
CARROLLS DISCOUNT OFFICE FURNITURE CO	5615 S RICE AVE	HOUSTON	TX	77081-2117
CHALLENGE OFFICE PRODUCTS INC	6015 S LOOP E	HOUSTON	TX	77033-1041
COASTAL OFFICE SOLUTIONS	1514 N BEN JORDAN ST. STE: B	VICTORIA	TX	77901
CORE OFFICE INTERIORS AUSTIN	10300 METRIC BLVD STE 200	AUSTIN	TX	78758-4966
CORE OFFICE INTERIORS HOUSTON	7108 OLD KATY RD STE 150	HOUSTON	TX	77024-2153
CORE OFFICE INTERIORS HOUSTON	816 CAMARON STREET, STE 105	SAN ANTONIO	TX	78212
DC INTERIORS	6896A ALAMO DOWNS PKWY STE: 100	SAN ANTONIO	TX	78238
EXPRESS OFFICE	29 BUTTERFIELD TRAIL BLVD STE A	EL PASO	TX	79906
EXPRESS OFFICE	12454 PASEO DE CRUZ CT.	EL PASO	TX	79928
FACILITECH INC. DBA BUSINESS INTERIORS	1111 VALLEY VIEW	IRVING	TX	75061
FACILITIES RESOURCES INC	1641 SCOTTSDALE DR	CEDAR PARK	ΤX	78641

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FACILITY RX	2715 N ST. MARY'S ST	SAN ANTONIO	TX	78212
FURNITURE SOLUTIONS NOW, LTD	1505 OAK LAWN AVE STE: 300	DALLAS	ΤX	75207
GATEWAY PRINTING & OFFICE SUPPLY	315 S CLOSNER BLVD	EDINBURG	ΤX	78539-4560
GATEWAY PRINTING & OFFICE SUPPLY	14803 BULVERDE RD	SAN ANTONIO	ΤX	78247-2603
GATEWAY PRINTING & OFFICE SUPPLY	13003 SOUTHWEST FWY STE 170	STAFFORD	TX	77477-4119
GATEWAY PRINTING & OFFICE SUPPLY	4934 GREENWOOD DR	CORPUS CHRISTI	ΤX	78416-1343
GL SOLUTIONS 3 LLC DBA BECK TOTAL OFFICE				
INTERIORS	7198 MERCHANT AVE, STE: A2	EL PASO	ΤX	79915
GONZALEZ SOLUTIONS FOR BUSINESS	600 CONGRESS AVE FL 14	AUSTIN	ΤX	78701
GREATER HOUSTON OFFICE PRODUCTS	1309 W LEAGUE CITY PKWY	LEAGUE CITY	ΤX	77573
GREENWOOD OFFICE OUTFITTERS	2951 SUFFOLK DRIVE STE: 640	FORT WORTH	ΤX	76133
HERNANDEZ OFFICE SUPPLY	119 N 17TH STREET	NEDERLAND	ΤX	77022
INDECO SALES INC	700 W BEDFORD EULESS RD	HURST	ΤX	76053
INDECO SALES INC	805 E 4TH AVE	BELTON	ΤX	76513-2769
INDECO SALES INC	9001 JAMEEL RD STE 180	HOUSTON	ΤX	77040-5092
INDECO SALES INC	8850 N MACARTHUR BLVD.	IRVING	ΤX	75063
IQ TOTAL SOURCE LLC	4660 PINE TIMBERS STREET, STE: 132	HOUSTON	ΤX	77041
JRINC	9223 CONVERSE BUSINESS LN	CONVERSE	TX	78109-2010
JRINC	13017 MISTY WILLOW DR	HOUSTON	TX	77070
JRINC	1908 JOE STEPHENS AVE	WESLACO	TX	78599-3702
J TYLER SERVICES INC	5920 MILWEE ST	HOUSTON	TX	77092-6214
J TYLER SERVICES INC	10641 HADDINGTON DR	HOUSTON	TX	77043-3228
LEARNING ENVIRONMENTS LLC	2323 CLEAR LAKE CITY BLVD., SUITE 180	HOUSTON	TX	77062
LETOURNEAU INTERESTS, INC.	5819 MILWEE STREET	HOUSTON	TX	77092
LONE STAR FURNISHINGS LLC	4301 REEDER DR STE 100	CARROLLTON	TX	75010-4467
MARTINS OFFICE SUPPLY	822 W PEARL ST	GRANBURY	TX	76048
MCCOY ROCKFORD	6869 OLD KATY RD	HOUSTON	TX	77024
MCKINNEY OFFICE SUPPLY	8333 DOUGLAS AVE., SUITE 340	DALLAS	TX	75225
MYOFFICEPRODUCTS LLC	6605 ROXBURGH DR STE 400	HOUSTON	TX	77041-5207
MYOFFICEPRODUCTS LLC	2926 CONGRESSMAN LN	DALLAS	TX	75220-1410
NAVAJO		AMARILLO	TX	1
	1200 S TAYLOR ST		TX	79101
OAK CLIFF OFFICE SUPPLY & PRINTING	1876 LONE STAR DR	DALLAS		75212
	1005 KATYLAND DR	KATY SAN ANTONIO	TX	77493
	1133 BROADWAY	SAN ANTONIO	TX	78215
OFFICEWISE FURNITURE & SUPPLY	1200 S TAYLOR	AMARILLO	TX	79101-4314
OFFICEWISE FURNITURE & SUPPLY	1301 13TH ST	LUBBOCK	TX	79401-3915
OFFICEWISE FURNITURE & SUPPLY	209 S JOHNSON ST	AMARILLO	TX	79101-1648
OFFICEWISE FURNITURE & SUPPLY	2310 W MICHIGAN AVE	MIDLAND	TX	79701-5830
PERRY OFFICE PLUS	1401 N 3RD ST	TEMPLE	TX	76501-1648
PIONEER CONTRACT SERVICES	8090 KEMPWOOD DR	HOUSTON	TX	77055
PLANO OFFICE SUPPLY	1405 E PLANO PKWY	PLANO	TX	75074
RELIANT BUSINESS PRODUCTS	40647 HADDINGTON DR	HOUSTON	TX	77043
RELIANT BUSINESS PRODUCTS	119 N 17TH ST	NEDERLAND	ΤX	77627
SCHOOL SPECIALTY			TX	
SHELBY DISTRIBUTORS	29 BUTTERFIELD TRAIL BLVD.	EL PASO	TX	79906
SMARKETING BUSINESS SYSTEMS	2525 W BELLFORT ST STE: 110	HOUSTON	TX	77054
TANGRAM INTERIORS LLC	9755 CLIFFORD DRIVE, STE: 100	DALLAS	ΤX	75220
TEJAS OFFICE PRODUCTS INC	1225 W 20TH ST	HOUSTON	ΤX	77008
TEXAS FURNITURE SOURCE	14560 MIDWAY RD	FARMERS BRANCH	ΤX	75244
TEXAS INTERIOR RESOURCES	1444 OAK LAWN AVENUE	DALLAS	ΤX	75207
THE WELLS GROUP INC	2323 W SAM HOUSTON PKWY N	HOUSTON	TX	77043-2018
TOTAL OFFICE SOLUTIONS (WACO)	216 SCHROEDER DR	WACO	TX	76710
VELOCITY BUSINESS PRODUCTS	335 PENNBRIGHT DR STE: 104	HOUSTON	ΤX	77090
WILSON BAUHAUS INTERIORS	1341 W MOCKINGBIRD LN	DALLAS	ΤX	75247
WILSON BAUHAUS INTERIORS	5091 PULASKI ST	DALLAS	ΤX	75247
WILSON OFFICE INTERIORS	5051 PULASKI ST	DALLAS	ΤX	75247

		DALLAS	τ./	75047
WILSON OFFICE INTERIORS WILTONS OFFICEWORKS	1341 W MOCKINGBIRD LN 181 N EARL RUDDER FWY	DALLAS BRYAN	TX TX	75247 77802-5004
WORKSPACE RESOURCE INC (CONROE)	12280 INTERSTATE 45 S		TX	77304
WORKSPACE RESOURCE INC (CONROE)	11133 I-45 S STE: 330	CONROE	TX	77304
DESKS INC OF UTAH	3578 S STATE ST		UT	84115-4727
WORKSPACE ELEMENTS	3003 S HIGHLAND DR	SALT LAKE CITY	UT	
BALL OFFICE PRODUCTS	2100 WESTMORELAND ST	SALT LAKE CITY	-	84106-3019
BASSETT OFFICE SUPPLY	2266 FAIRYSTONE PARK HWY	RICHMOND	VA	23230-3230
		BASSETT	VA	24055-5585
FORMS & SUPPLY INC (FSI) FORMS & SUPPLY INC (FSI)	911 LIVE OAK DRIVE #102	CHESAPEAKE	VA	23320
	2312 MARINERS MARK WAY	VIRGINIA BEACH	VA	23451-1384
GOVSOLUTIONS	108 S BIRDNECK RD	VIRGINIA BEACH	VA	23451
GUERNSEY INC	45070 OLD OX ROAD	DULLES	VA	20166
	5257 CLEVELAND ST STE 103	VIRGINIA BEACH	VA	23462-6549
HARRIS OFFICE FURNITURE CO INC	520 KIMBALL AVE NE	ROANOKE	VA	24016-2104
IMAGE BUSINESS INTERIORS	4525 COLUMBUS STREET, STE. 101	VIRGINIA BEACH	VA	23462
INTERIORS BY GUERNSEY	3863 CENTERVIEW DRIVE, STE 150	CHANTILLY	VA	20151
MILLERS SUPPLIES AT WORK INC	8600 CINDER BED RD	LORTON	VA	22079-1442
MOLINC	4500 MAIN STREET SUITE 610	VIRGINIA BEACH	VA	23462
THE SUPPLY ROOM	8006 W BROAD ST	RICHMOND	VA	23294-4218
THE SUPPLY ROOM	1356 LONDON BRIDGE ROAD	VIRGINIA BEACH	VA	23453
THE SUPPLY ROOM	14140 N WASHINGTON HWY	ASHLAND	VA	23005-7237
WASHINGTON WORKPLACE	2300 S. 9TH STREET	ARLINGTON	VA	22204
WORKPLACE SOLUTIONS INC (VIRGINIA BEACH)	317 VILLAGE RD STE 103	VIRGINIA BEACH	VA	23454-4374
EXTERUS BUSINESS FURNITURE	4750 SHELBURNE RD, STE: 10	SHELBURNE	VT	05482
MAGEE OFFICE EQUIPMENT	463 VT ROUTE 12 S	RANDOLPH	VT	05060
360 OFFICE SOLUTIONS	721 LEGION WAY SE	OLYMPIA	WA	98501-1517
BLUESPACE INTERIORS	15020 NE 95TH ST	REDMOND	WA	98052-2507
COMPLETE OFFICE LLC (WASHINGTON)	11521 E MARGINAL WAY S STE 100	TUKWILA	WA	98168-1979
DUCKYS OFFICE FURNITURE	24 S IDAHO ST	SEATTLE	WA	98134-1119
EVERETT OFFICE FURNITURE	9121 EVERGREEN WAY	EVERETT	WA	98204
FREEFORM	10115 E KNOX AVE	SPOKANE VALLEY	WA	99206
INSIDE SOURCE PNW	300 ELLIOTT AVE W STE 300	SEATTLE	WA	4122
KERSHAWS INC	119 S HOWARD ST	SPOKANE	WA	99201-3806
MAIROS, INC. DBA KEENEY'S/BLUESPACE	10520 NE 95TH ST	REDMOND	WA	98052
OFFICE SOLUTIONS NW	212 SOUTH 3RD AVENUE	YAKIMA	WA	98902
ATMOSPHERE COMMERCIAL INTERIORS	1800 SCHEURING RD	DE PERE	WI	54115-9525
ATMOSPHERE COMMERCIAL INTERIORS	999 FOURIER DR STE 200	MADISON	WI	53717-2914
ATMOSPHERE COMMERCIAL INTERIORS	1365 NORTH RD STE C	GREEN BAY	WI	54313-6305
ATMOSPHERE COMMERCIAL INTERIORS	2804 RIB MOUNTAIN DR STE E	WAUSAU	WI	54401-7473
COMPLETE OFFICE OF WISCONSIN	N115 W18500 EDISON DR	GERMANTOWN	WI	53022-3140
COMPLETE OFFICE OF WISCONSIN	3208 PROGRESS RD	MADISON	WI	53716-3345
COMPLETE OFFICE OF WISCONSIN	1575 COUNTY RD XX	ROTHSCHILD	WI	54474-9042
HENRICKSEN & COMPANY INC	3070 GATEWAY RD	BROOKFIELD	WI	53045-5112
HENRICKSEN & COMPANY INC	5202 EASTPARK BLVD STE 100	MADISON	WI	53718-2151
NATIONAL BUSINESS FURNITURE - NBF (ALL US				
LOCATIONS)	770 S 70TH ST	MILWAUKEE	WI	53214
NORTHERN BUSINESS PRODUCTS	123 N MAIN ST	RICE LAKE	WI	54868-1740
NORTHERN BUSINESS PRODUCTS	145 N CLAIREMONT AVE	EAU CLAIRE	WI	54703-5710
SCHOOL SPECIALTY	W6316 Design Drive	Greenville	WI	54942
CAPITOL BUSINESS INTERIORS	711 INDIANA AVE	CHARLESTON	WV	25302
OMEGA COMMERCIAL INTERIORS	1131 BERWOOD DRIVE	MORGANTOWN	WV	26505
SOURCE OFFICE & TECHNOLOGY	1379 N CEDAR ST STE 105	LARAMIE	WY	82072-6705
HI TOUCH (ALL US LOCATIONS)				
INDOFF INC (ALL US LOCATIONS)				
		1		L
ODP BUSINESS SOLUTIONS - (ALL U.S.				

STAPLES (ALL U.S. LOCATIONS)		
WB MASON - (ALL US LOCATIONS)		

# 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.

#### 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 passthrough 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 \$250,000, 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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

# 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.204-26.

#### (a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

#### (b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)
 (<u>https://www.sam.gov</u>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 (d) Representation. The Offeror represents that—

(1) It  $\Box$  will,  $\not\boxtimes$  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It  $\Box$  does, X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

#### (e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

# 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) Definitions. As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

#### (b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR <u>4.2104</u>. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

#### (d) Reporting requirement.

or

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer (s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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 offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order. APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 offeror

Initials of Authorized Representative of

#### (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.

Initials of Authorized Representative of Does offeror agree? YES 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."

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 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

\_\_\_\_\_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

\_\_\_\_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

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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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\_\_\_\_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. 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 \_\_\_\_\_

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.

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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### 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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.

# 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). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract entropy purchase order prior to offeror's acceptance of the order. Does offeror agree? YES \_\_\_\_\_\_\_ 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 when requested prior to offeror's acceptance of an order, offeror will certify whether 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. Additionally:

- (1) The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

#### FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

#### **CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ₫

OR

## Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7. Check for YES:  $\Box$ 

## FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

## **CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH) **Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661. Check for YES:

OR

#### Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7. Check for YES:

Initials of Authorized Representative of offeror
ident Finance, HNI Workplace Furnishings

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

## 7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

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

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 \_\_\_\_

Initials of Authorized Representative of offeror

#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES

\_\_\_\_\_Initials of Authorized Representative of offeror

#### COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Version March 19, 2024

(ii)

Does offeror agree? YES

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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 and as applicable.

Offeror's Name: The HON Company LLC

Address, City, State, and Zip Code: 600 E Second St., Muscatine, IA 52761

Phone Number: <u>563-272-7100</u> Fax Number: N/A

Printed Name and Title of Authorized Representative: Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative: Date: 6/6/2024

# FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

## **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 guestion the impartiality of the employee. officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency 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 and 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), must be rejected and cannot receive contract awards at any level.

## Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

# 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 <u>construction/reconstruction/renovation and related services</u>, <u>bids must</u> <u>be</u> 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.

## Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding may beis utilized, and Contractor is notified prior to order placement.

## 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

# 1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

# 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

## **1.2** Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

# 2. TERMINATION FOR CAUSE AND CONVENIENCE

- **a.** <u>Standard</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. <u>See</u> 2 C.F.R. Part 200, Appendix II(B).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

# 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** <u>Standard</u>. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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

C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

# **b.** <u>Key Definitions</u>.

- i. <u>Federally Assisted Construction Contract</u>. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- **c** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** <u>Required Language</u>. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as 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 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.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every dealer 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 dealer subcontractor or vendor. The contractor will take such action with respect to any dealer 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 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.

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

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

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

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

# 4. DAVIS-BACON ACT

- a <u>Standard</u>. 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). <u>See 2</u> C.F.R. Part 200, Appendix II(D). 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.
- **b.** <u>Applicability</u>. The Davis-Bacon Act 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.
- **c** <u>Requirements</u>. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Laborin 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.

 iii. 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").

<u>Suggested Language</u>. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

# 5. COPELAND ANTI-KICKBACK ACT

- a. <u>Standard</u>. Recipient and subrecipient contracts must 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").
- **b.** <u>Applicability</u>. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- **c** <u>Requirements</u>. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

<u>Sample Language</u>. The following provides a sample contract clause:

#### Compliance with the Copeland "Anti-Kickback" Act.

- a. 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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. 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."

# 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 2 C.F.R. Part 200, Appendix II(E). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- h <u>Applicability</u>. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - **c** <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 suchworkweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Federal agency or loan/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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a <u>Standard</u>. If the FEMA award meets the definition of "funding agreement" under 37C.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. <u>See</u> 2 C.F.R. Part 200, Appendix II(F).
- Applicability. This requirement applies to "funding agreements," but it 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."
- **c** <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a <u>Standard</u>. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean AirAct (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. <u>See</u> 2 C.F.R. Part 200, Appendix II(G).
- **b** <u>Applicability</u>. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- **c** <u>Suggested Language</u>. The following provides a sample contract clause.

#### Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, 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 applicablestandards, 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, 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.

# 9. DEBARMENT AND SUSPENSION

- **a** <u>Standard</u>. 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).
  - **b** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
  - c. <u>Requirements</u>.
    - i. 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 2 C.F.R. § 200.213. 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. See 2 C.F.R. § 180.530.
    - **ii.** 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 subrecipients.
    - iii. 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 auditservices.
      - 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** <u>Suggested Language</u>. 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's 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

## **10.** BYRD ANTI-LOBBYING AMENDMENT

- a <u>Standard</u>. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- h <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c <u>Suggested Language</u>.

## 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 who in turn will forward the certification(s) to the awarding agency.

**d** <u>Required Certification</u>. If applicable, contractors must sign and submit to the non-federal entity the following certification.

<u>APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING</u> Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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, <u>The HON Company LLC</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

Eric Schroeder - Vice President Finance, HNI Workplace Furnishings Name and Title of Contractor's Authorized Official

6/6/2024

Date

Version March 19, 2024

#### 11. PROCUREMENT OF RECOVERED MATERIALS

- a <u>Standard</u>. 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, as amended by the Resource Conservation and Recovery Act. <u>See</u> 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- **b.** <u>Applicability</u>. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c <u>Requirements</u>. 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 <u>Suggested Language</u>.
    - i. 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—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

<u>Applicability</u> For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

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

#### 13. ACCESS TO RECORDS

a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. 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.
- iii. 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.
- iv.In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 14. CHANGES

- a. <u>Standard</u>. 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.
- b. <u>Applicability</u>. 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.

#### 15. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities 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.
- c. "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.

#### 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

#### 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity 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.
- c. "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."

#### 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. <u>Applicability</u>. FEMA recommends that the non-Federal entity 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.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable.

Offeror's Name: The HON Company LLC	
Address, City, State, and Zip Code: 600 E Second St., Muscatine, IA 52761	_
Phone Number: <u>563-272-7100</u> Fax Number: <u>N/A</u>	
Printed Name and Title of Authorized Representative: Eric Schroeder - Vice President Finance, HNI Workplace Furnishings	
Email Address: <u>contractmanager@honcompany.com</u>	
Signature of Authorized Representative:	
Date: 6/6/2024	

#### 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 statues. 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 Disclosure of Investment Activities in Iran
- DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- DOC #8 New Jersey Business Registration Certificate
- DOC #9 EEOAA Evidence
- DOC #10 MacBride Principals Form

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.

#### <u>STATEMENT OF OWNERSHIP DISCLOSURE</u> <u>N.J.S.A.</u> 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: The HON Company LLC

Organization Address: 600 E Second St., Muscatine, IA 52761

<b>Part</b> I Check the box that represents the type of business organization:						
Sole Proprietorship (skip Parts II and III, execute certification in Part IV)						
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)						
For-Profit Corporation (any type) 🛛 Limited Liability Company (LLC)						
Partnership Limited Partnership (LLP)						

Other	(he sr	pecific)
Other	(ne sh	

## Part II

X

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
HNI Corporation (indirect parent entity which is publicly traded)	600 E Second St. Muscatine, IA 52761
See p.72 of the Proxy at https://d18rn0p25nwi	6d.cloudfront.net/CIK-0000048287/82500763-7a88-489f-b0f6-3e9f8f901ade.p
State Farm Insurance Companies (Shareholder holding 10% or greater interest in HNI Corp)	One State Farm Plaza Bloomington, IL 61710
The Vanguard Group, Inc. (Shareholder holding 10% or greater interest in HNI Corp)	100 Vanguard Boulevard Malvern, PA 19355
BlackRock, Inc. (Shareholder holding 10% or greater interest in HNI Corp)	55 East 52nd St. New York, NY 10055

Version March 19, 2024

# **Part III** DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

	Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A		
	×	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

## Part IV Certification

I, being duly swom upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eric Schroeder	Title: Vice President, Finance
--------------------------------------	--------------------------------

Signature:	GAR	Date:	6	/3	12024	<i>1</i> 2,
	0.00					

### NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE					
	Reference: VII-H				
Name of Form:	NON-COLLUSION AFFIDAVIT				
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15				
Instructions Reference:	Statutory and Other Requirements VII-H				
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.				

Γ

### NON-COLLUSION AFFIDAVIT

State of New Jersey County of	SS:	
	siding in	(name of affiant)
(name of municipality) in the County ofMuscatine	and State of	lowa of
full age, being duly sworn according to law or		
I am Vice President, Finance (title or position)	of the firm of	The HON Company LLC (name of firm)
	_ the bidder making this	s Proposal for the bid
(title of bid proposal)	, and that I executed th	
full authority to do so that said bidder has not participated in any collusion, or otherwise tak in connection with the above named project; and in this affidavit are true and correct, and <u>OMNIA Region 4 RFP 24-01</u> relies upon th (name of contracting unit) and in the statements contained in this affida	ten any action in restrain and that all statements of made with full knowledge the truth of the statements	t of free, competitive bidding contained in said proposal e that thes contained in said Proposal
I further warrant that no person or selling age secure such contract upon an agreement or brokerage, or contingent fee, except bona fic selling agencies maintained by <u>The HON Co</u>	understanding for a com le employees or bona fic	mission, percentage,
Subscribed and sworn to	LA.	
before me this day	Signature	18
<u>June 3</u> 2 <u>024</u> <u>(Type or printhame of affiant under signature)</u> <u>(ind y Hermann (CH)</u> Notary public of State of Iowa	Signature Enc Schroe Vice Preside	
My Commission expires 12/24/2026		
(Seal) CINDY HERMANN Commission Number 756350 My Commission Expires December 26, 2026		

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

Company Name:	The HON Company LLC	
Street:	600 E Second St.	
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:

 A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

#### OR

 A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

#### 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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.

Authorized Signature and Title

Eric Schroeder - Vice President, Finance

#### 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

Version March 19, 2024

Eric Schroeder - 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-2024** to **15-Mar-2027** 

THE HON COMPANY LLC 200 OAK STREET MUSCATINE

IA 52761

ELIZABETH MAHER MUOIO State Treasurer

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### Public Agency Instructions

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

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not** awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission**. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <u>http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</u>. 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 <u>http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>). 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.

#### 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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
  - o of that county in which that public entity is located
  - o 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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.** 

\* <u>N.J.S.A.</u> 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."

#### DOC #4, continued

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

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

## Part I – Vendor Information

Vendor	Name:	The HON Comp	any LLC				
Address	60	0 E Second St.					
City:	Musca	itine	State:	IA	Zip:	52761	

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

Signature

Eric Schroeder Printed Name Vice President, Finance Title

## Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$
	35		
5			
	-		

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

Version March 19, 2024

#### DOC #4, continued

#### 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 th	at represents the type of busin	ness organizatio Sole Proprietorsh			
Limited Partne	Ership Limited Liability Corp	oration	nited Liability Partnership		
Subchapter S	Corporation				
Sign and notarize	e the form below, and, if necessa	ary, complete the	e stockholder list below.		
Name: H e Home Address:	INI Corporation (indirect parent entity which is publicly traded) 600 E Second St. Muscatine, IA 52761	(hold Home Address:	e Farm Insurance Companies ds 10% or greater interest in HNI) One State Farm Plaza Bloomington, IL 61710		
Home Address:	The Vanguard Group, Inc. (holds 10% or greater interest in HNI) 100 Vanguard Blvd. Malvern, PA 19355	Name: Home Address:	BlackRock, Inc. (holds 10% or greaters interest in HNI) 55 East 52nd St. New York, NY 10055		
Name:		Name:			
Home Address:		Home Address:			
June , 202	indy Hermann	(Print n	(Affiant) er - Vice President, Finance ame & title of affiant) Corporate Seal)		
2 Com	INDY HERMANN mission Number 756350 y Commission Expires December 26, 2026				



#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: \_OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services \_\_\_\_\_\_ VENDOR NAME: \_\_The HON Company LLC

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

#### CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement Anticipated Cessation Date \*Attach Additional Sheets If Necessary.

#### CERTIFICATION

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

Signature

6/3/203

Eric Schroeder - Vice President, Finance Print Name and Title

ISHEH VOUID Contraission Nember My Commission Expires December 26, 2026

DPP Rev. 12.13.2021



DOC #7

#### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (<u>L. 2022, c. 3</u>) any person or entity (hereinafter "Vendor<sup>in</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <u>https://sanctionssearch.ofac.treas.gov/</u>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Biocked Persons list, and having done so certify:

#### (Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Personslist on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

#### OR

C.

С

That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Signature of Vendor's Authorized Representative

Eric Schroeder - Vice President, Finance Print Name and Title of Vendor's Authorized Representative

The HON Company LLC Vendor's Name

600 E Second St. Vendor's Address (Street Address)

Muscatine, IA 52761

Vendor's Address (City/State/Zip Code)

Date 42-1491474 Vendor's FEIN 563-275-0900 Vendor's Phone Number 563-272-5859 Vendor's Fax Number

Necessary.)

(Attach Additional Sheets If

contractmanager@honcompany.com Vendor's Email Address

<sup>&</sup>lt;sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) αr (2). NJ Rev. 1.22.2024

#### 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.

https://www.njportal.com/DOR/BusinessRegistration/

Version March 19, 2024

## CERT-1

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 06646-0252

TAXPAYER NAME: THE HON COMPANY LLC

ADDRESS: 408 E 2ND ST MUSCATINE IA 52761-4313 EFFECTIVE DATE:

02/17/00

TRADE NAME:

SEQUENCE NUMBER: 0853328

**ISSUANCE DATE:** 

02/02/13

Director

New Jersey Division of Revenue

FORM-BRC

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

#### EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

## **EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See	the	guidelines	at:
https://www.state.r	nj.us/treasury/contract	compliance/documents/pdf/guide	elines/pa.pd
f for further inform	ation.		

I certify that my bid package includes the required evidence per the above list and State website.

Name:	Eric Schroeder	Title:	Vice President, Finance
	~ M	P	
Signatu	re: M	Date:	6/3/2024

### 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-2024** to **15-Mar-2027** 

THE HON COMPANY LLC 200 OAK STREET MUSCATINE

IA

52761



ELIZABETH MAHER MUOIO State Treasurer

#### DOC #10 MACBRIDE-PRINCIPLES



#### STATE OF NEW JERSEY

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

#### BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services

#### VENDOR NAME: The HON Company LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northem Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

#### CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northem Ireland; or

X

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

#### CERTIFICATION

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

Signature

6/3/2024

Eric Schroeder - Vice President, Finance Print Name and Title

	DTIES			
CERTIFICATE OF INTERESTED PA	ARTIES		FOR	м 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	
<ol> <li>Name of business entity filing form, and the city, state and country of the business entity's place of business.</li> <li>PERRY</li> </ol>		101000000000000000000000000000000000000	Certificate Number: 2025-1319747	
Temple, TX United States		Date F	Date Filed:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is		06/04/2025		
Killeen Fire Department	being filed. Killeen Fire Department		Date Acknowledged:	
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. R240117 Furniture				
4 Name of Interested Party	City, State, Country (place of business)		Nature of interest (check applicable)	
	-		Controlling	Intermediary
P	Tample 10, United States		-X. e	
			_	
5 Check only if there is NO Interested Party.				
6 UNSWORN DECLARATION			¢	
My name is TIFFANY TEAGVE, and my date of birth is 03-20-88				
My address is 1401 N 3rd Tem	ple_Tx,,,,,,,	, tate)	7660 (zip code)	(country)
I declare under penalty of perjury that the foregoing is true and co	prrect.	8		
Executed inCo	punty, State of, on the	4_da	y of(month)	_, 20 <u>25</u> (year)
Zillanudeasue				
Signature of authorized agent of contracting business entity (Declarant)				

Forms provided by Texas Ethics Commission

## RS-25-106 July 1, 2025

## PURCHASE OF FURNITURE AND EQUIPMENT FOR THE KILLEEN EOC, FIRE STATION #4, FIRE TRAINING/SUPPORT FACILITIES AND POLICE DEPARTMENT

□ The new Fire Department complex, consisting of the Emergency Operations Center (EOC), Fire Station #4, Training Academy, and Support Services Building is scheduled for substantial completion on July 28, 2025. Before becoming operational, these facilities will require furniture and fixtures as wells as equipment for new personnel hired to staff Fire Station #4.

## □ These items include:

- Office furniture from Perry Contract Furniture
- Radios and accessories from Dailey & Wells Communications
   5 Mobile Radios, 8 Handheld Radios
- Structural Personal Protective Equipment (PPE) from North American Fire Equipment Company (NAFECO)
- Masks for Self-Contained Breathing Apparatus and Decontamination Washer from Municipal Emergency Services (MES)
- The Killeen Police Department will also be purchasing an additional 22 handheld radios and associated accessories from Dailey & Wells Communication.

- These purchases Conform to City Policy by utilizing Cooperative Contracts to purchase the Furniture, Radios and Accessories, Structural PPE, SCBA Masks, and Decontamination Washer.
- Financial Impact
  - **FY 2025 total expenditure \$624,581.93**
  - Budgeted expense no additional funding required

■ Staff recommends the City Council approve the purchase of furniture and equipment for the Killeen Emergency Operations Center, Fire Station #4, Fire Training/Support Facilities, and Police Department from multiple vendors in the amount of \$624,581.93, and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by State and Local Law.

## City of Killeen



## Staff Report

### File Number: RS-25-107

Consider a memorandum/resolution readopting the Governing Standards and Expectations with amendments.

DATE: July 1, 2025

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

#### SUBJECT: Readopt Governing Standards and Expectations with amendments

#### **BACKGROUND AND FINDINGS:**

The Governing Standards and Expectations were originally adopted by resolution in June 2018 and have been revised annually since then. The intent is for the Governing Standards to serve as a single-source reference containing the Council's rules, protocols, and expectations for itself, committee members, staff, and the public. The City Council begins review of the Governing Standards after the election each year and adopts an updated version by the end of July each year.

On June 17, 2025, City Council directed that the following changes be brought back for consideration:

- Section 1-50(a)(9): Clarifies that each person shall sign up prior to the start of the Council meeting for Citizen Comments
- Section 1-50(a)(13): Returns to 3 minute limit for Public Hearing items
- Section 1-80(d)(6): Clarifies that the Mayor may order a person to leave the premises
- Section 2-20: Incorporates the City Council Policy regarding Training and Travel as amended by Resolution 07-105R and clarifies that the Travel Policy in the Financial Management Policy applies to elected officials
- Section 2-70: Removes Annual Special Workshop
- Section 3-20(c): Provides that the Mayor and Councilmembers may interview applicants and/or request written information from applicants prior to appointment

#### THE ALTERNATIVES CONSIDERED:

The City Council may:

- 1) Continue discussions for further amendments to the Governing Standards and Expectations; or
- 2) Readopt the Governing Standards and Expectations as amended.

#### Which alternative is recommended? Why?

It is recommended that City Council readopt the Governing Standards and Expectations as amended.

#### **CONFORMITY TO CITY POLICY:**

The City Charter provides that the City Council may enact rules or procedures for all meetings of the City Council. The Governing Standards and Expectations provide for annual review of the document.

#### **FINANCIAL IMPACT:**

## What is the amount of the revenue/expenditure in the current fiscal year? For future years?

There is no expenditure related to this item.

#### Is this a one-time or recurring revenue/expenditure?

N/A

#### Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

#### Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

#### **RECOMMENDATION:**

Staff recommends that the City Council readopt the Governing Standards and Expectations as amended.

#### **DEPARTMENTAL CLEARANCES:**

N/A

#### ATTACHED SUPPORTING DOCUMENTS:

Amended Governing Standards and Expectations Presentation



# GOVERNING STANDARDS AND EXPECTATIONS

ADOPTED VIA RESOLUTION 18-052R 6/27/2018

LAST AMENDED VIA RESOLUTION 24-116R-

Effective: July 16, 20242025

# PREFACE

The following is a single source reference document enumerating the Killeen City Council's Protocols, Rules of Order and Procedure, and Policies. The protocols and guidelines included in this reference document have been formally adopted by the City of Killeen City Council.

The Killeen City Council believes that effective municipal governance requires that individual Councilmembers adhere to a general set of principles when dealing with each other and the public. Furthermore, the City Council desires to conduct its meetings in a manner that is respectful, effective and efficient, while fostering an environment that is fair, open and responsive to the needs of the community.

As an elected official and representative of the City of Killeen, it is expected that you will:

- Respect the opinions of fellow Councilmembers, be well-informed on issues and participate in the deliberations of the Council.
- Accept responsibility to attend all Council meetings and work sessions.
- Provide appropriate notification to the Mayor and City Manager of an absence as soon as possible prior to the meeting time.
- Not disclose information which is confidential and, when asked by the public for information that is still confidential, will state that the information is confidential.
- Make every attempt to resolve any conflict with a fellow Councilmember prior to bringing the conflict to the attention of the Council.
- Assist in preserving order and decorum.
- Neither by conversation or otherwise delay or interrupt the proceeding or refuse to obey the orders of the Mayor or presiding officer or the rules of the City Council.
- Expect to be informed of all issues and data in a timely manner.

#### COUNCIL MEETING EXPECTATIONS:

Each Councilmember will:

- Endeavor to make the citizens comfortable and part of the process at the meetings.
- Make visitors comfortable by being courteous and respecting their opinions.
- Do their best to communicate in clear, concise and audible language and written communications.
- Strive to maintain a tone of voice that is courteous and sincere.
- Honor and act on all requests for action and/or information in a timely and courteous manner.
- Discuss issues, but not personalities, with non-Councilmembers. After an issue has been voted on, a councilmember will speak in a manner that does not undermine the integrity or motives of the Council.

COUNCIL FINAL AUTHORITY ON GUIDELINES: All questions regarding these guidelines shall be resolved by a majority vote of the City Council, present and voting.

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# **GOVERNING STANDARDS AND EXPECTATIONS**

# **DIVISION 1. MEETINGS**

#### Sec. 1-10. Authority

Pursuant to the provisions of the Charter of the City of Killeen, Texas, the City Council may enact rules of procedure for all meetings of the City Council of the City of Killeen, Texas, which shall be in effect upon their adoption by the City Council and until such times as they are amended or new rules adopted.

#### Sec. 1-20. City Council Agenda

- (a) The City Manager is responsible for creating, processing and distributing the agenda and agenda materials for City Council meetings.
- (b) The Mayor or a councilmember may direct the City Manager in writing, using the attached form (Attachment "A"), to place an item on the next available agenda to introduce the topic to the City Council. Items must be submitted to the City Manager no later than two weeks prior to the City Council meeting, and must contain adequate detail of the request to allow for proper posting under the Open Meetings Act. The City Council may discuss the item when presented, and if a majority of Council agrees that further discussion of the item is warranted, the item will be placed on a future agenda for more detailed discussion and staff work, if necessary. If Council does not agree that further discussion is warranted, the item may not be introduced again within six months unless either directed by a majority of the City Council to the City Manager during any scheduled regular or special meeting or work session, or directed by the Mayor and one Councilmember in writing to the City Manager. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item. The Mayor or City Manager may also place an item on the agenda if they believe it is of general interest or necessary to carry out business.
- (c) A majority of the City Council, during any scheduled regular or special meeting or work session, may direct the City Manager to place an item on a future agenda.
- (d) Agenda items placed on the agenda by the Mayor or members of the City Council previously considered and whereby action was taken by the City Council may not be placed on a future agenda within six months of such action unless either directed by a majority of the City Council to the City Manager during any scheduled regular or special meeting or work session, or directed by the Mayor and one Councilmember in writing to the City Manager. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item.
- (e) In order to provide Councilmembers ample time to review items and submit questions in advance, the agenda and all supporting documentation shall be presented to the City Council on or before the Tuesday of the week before any regular meeting and at least 72 hours before any work session meeting or special meeting. Any information not available at that time shall be sent to Councilmembers as a supplement as soon as possible before the meeting.

# Sec. 1-30. Types of Meetings

- (a) Regular Meetings: A regular meeting is one during which the City Council takes official action during regular session. They are held on the first and third Tuesday of each month at 3 p.m., unless the meeting is rescheduled or cancelled. A regular meeting will include a work session to discuss items on the agenda prior to the regular session. Staff will make presentations for agenda items at the work session. The Mayor has the authority to adjust the start time for any regular meeting.
- (b) Work Session Meetings: A work session is a meeting to discuss or explore matters of interest to the City and/or meet with City boards, commissions or committee members, or City Staff. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise, although Council may provide direction to the City Manager via Motions of Direction. The Mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the Mayor. The Mayor may end citizen participation in a work session in order to allow the City Council to proceed with discussion. Work session meetings may be called by the Mayor or majority of the City Council as needed. The Mayor has the authority to establish the start time for any work session meeting.
- (c) Special Meetings: Per City of Killeen Charter sec. 34, special meetings may be called by the Mayor or by a majority of the Council. The call for a special meeting shall be filed with the City Secretary in written form, except that announcement of a special meeting, during any regular meeting at which all members are present, shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day and the hour of the special meeting and shall identify the subject or subjects to be considered.
- (d) *Emergency Meeting:* In case of emergency or urgent public necessity, as defined by State law and confirmed by the City Attorney, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or City Manager, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.
- (e) *Closed Meeting:* The City Council may meet in a closed meeting under conditions allowed by applicable law. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.
- (f) *Recessed Meetings.* Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

#### Sec. 1-40. Quorum

A quorum at any meeting of the City Council will be established by the presence of four members of Council. The Mayor shall not count as a Councilmember for the establishment of a quorum.

#### Sec. 1-50. Order of Business

Regular City Council meetings will be generally conducted in the following order, unless otherwise specified. An executive session may be held at any time during a meeting pursuant to applicable State law.

- (a) *Agenda Format*: The Agenda shall provide for the following topics or subjects to be considered by the City Council in the following order:
  - 1. CALL TO ORDER: This section shall note the time and place of the meeting.
  - 2. ROLL CALL: This section shall note the attendance of the Mayor, City Councilmembers, City Manager, City Attorney, City Secretary and Sergeant at Arms.
  - 3. INVOCATION: This

section shall note the opening prayer. (See sec. 4-140 for invocation policy).

- 4. PLEDGE OF ALLEGIANCE: This section shall note the observance of our national pledge.
- 5. APPROVAL OF THE AGENDA: This section shall approve of the order and content of the agenda. The Mayor or any Councilmember may ask for the order and/or content of the agenda to be modified under this item upon consent of a majority of the Council.
- 6. PRESENTATIONS. This section shall provide for any items to be submitted to the Council which are: proclamations; items not requiring extensive discussion; items requesting information or items requesting future action by the Council. No item requiring action by the Council shall be placed under this section.
- 7. WORK SESSION: This section allows the City Council to receive presentations from staff and discuss items on the regular session agenda.
- 8. REGULAR SESSION: This section will include items for Council consideration and action.
- 9. CITIZENS COMMENTS ON AGENDA ITEMS: This section allows members of the public to address the Council regarding any item, other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advanceprior to the start of the Council meeting, may speak only one (1) time, and such address shall be limited to four (4) minutes. A timer will be placed so that the speaker and citizens can see it. A majority vote of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.
- 10. CONSENT AGENDA: This section shall provide for items that require action by the Council, but where no discussion is anticipated. By a single motion, second, and affirmative majority vote, items under this section are approved without further discussion or action. Items such as, but not limited to, the approval of minutes, approval of plats, awarding of bids and permits are eligible for consideration under this section.
- 11. RESOLUTIONS: This section shall provide for all resolution action items to be considered by the Council not provided for elsewhere on the agenda.

- 12. ORDINANCES: This section shall provide for all ordinance action items to be considered by the Council not provided for elsewhere on the agenda.
- 13. PUBLIC HEARINGS: This section shall provide for Council consideration of any public hearings related to such hearings if action is required. Public hearings shall be conducted in the following manner:
  - a. Reading of the caption of the ordinance (if applicable)
  - b. Staff presents report.
  - c. City Councilmembers may ask Staff questions. Councilmembers shall not use this time to indicate support or opposition for the matter before the City Council.
  - d. The applicant then has the opportunity to present comments, testimony, and/or oral arguments. Only one person may represent the application during this section. (four three (34) minute limit) A timer will be placed so that the speaker and citizens can see it.
  - e. City Councilmembers may ask questions of the applicant.
  - f. The Chair opens the public hearing.
  - g. Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.
  - h. Members of the public are provided with the opportunity for comments and testimony in accordance with Section 1.50(c) of these Governing Standards and Expectations.
  - i. Mayor closes public hearing.
  - j. The applicant may be given the opportunity to respond to questions from the City Council and for closing comment or rebuttal.
  - k. The City Council deliberates and takes action as needed.
  - I. The Chair announces the final decision of the City Council as applicable.
- 14. DISCUSSION ITEMS: This section provides for discussion of items where action is not required.
- 15. ADJOURNMENT: This section provides for the closure of the meeting.
- (b) Reserved.
- (c) Public Participation: Whenever a member of the public is recognized to address the Council-on an ordinance, resolution, or public hearing item, the individual will be given four (4) minutes <u>during</u> <u>Citizens Comments on Agenda Items and three (3) minutes on Public Hearing items</u> to make comments, unless otherwise provided herein. A majority vote of the City Council is required for any time extensions.

In order to expedite matters and to avoid repetitious presentations, whenever a group of people wish to address the City Council on the same subject matter, those persons are encouraged to designate a spokesperson to address the City Council. The Mayor may extend the time allocation for a designated spokesperson if the persons for whom he or she speaks agree to yield their time to the spokesperson.

#### Sec. 1-60. Consideration of Ordinances, Resolutions and Motions

- (a) *Printed Form*: All ordinances and resolutions shall be presented to the Council only in written form.
- (b) *City Attorney to Approve*: All ordinances and resolutions shall be approved as to form and legality by the City Attorney.
- (c) *Recording of Votes*: The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the City Council.
- (d) *Majority Vote Required*: Unless otherwise required by law, approval of every ordinance, resolution, or motion shall require the affirmative vote of a majority.

#### Sec. 1-70. General Procedures

- (a) *General Procedure:* General rules of parliamentary procedure as defined in this document and consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, the City Council shall use Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. However, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the City Council. These rules of parliamentary procedure are intended solely as a guideline and tool, and are not intended to limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings.
- (b) *Chair of Meeting:* The Mayor shall preside over all meetings of the City Council as the Chair and enforce these rules and procedures during a meeting. In the absence of the Mayor, the Mayor Pro Tem shall assume the Chair responsibility at the meeting. In the absence of the Pro Tem, the City Council will choose a Chair for the meeting.
- (c) Authority of the Chair: The Chair shall make decisions on questions of procedure, subject to review by the City Council as a whole as provided in Section 1-80(c)(4).
- (d) City Council Deliberations: The Chair has the responsibility to control the discussion and the order of speakers. Councilmembers will generally be called upon in the order of the request to speak. Generally, a Councilmember may not be recognized to speak subsequently until each Councilmember has had an opportunity to obtain the floor. A Councilmember holding the floor may address a question to another Councilmember and that Councilmember may, should they so choose, respond to the question while the floor is still held by the Councilmember asking the question.
- (e) *Limits to Deliberations:* After an agenda item is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Councilmembers will limit their comments to the subject matter or motion currently being considered. The intent of this policy is not to limit debate, but rather to assist Councilmembers in their efforts to communicate effectively and concisely.

During work session meetings, each Councilmember shall have two (2) opportunities to speak on an agenda item that is not on consent agenda, limited to five (5) minutes each. All Councilmembers

will be permitted a third opportunity to speak if approved by a majority vote of the City Council. During work session meetings, each Councilmember shall have one (1) opportunity to speak on consent agenda items for three (3) minutes. During regular or special meetings, each Councilmember shall have three (3) opportunities to speak on an agenda item, limited to three (3) minutes each. Responding to a request for clarification from another Councilmember or staff responses will not be included in the time allotments.

- (f) *Repetitious Comments Prohibited:* A speaker or Councilmember shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting oral comments. A speaker or Councilmember shall not present an argument on a matter previously considered by the City Council at the same session.
- (g) *Obtaining the Floor:* Any member of the City Council wishing to speak shall first obtain the floor by making a request for the floor to the Chair. The Chair shall recognize any Councilmember who appropriately seeks the floor.
- (h) Motions: Motions submitted for a vote shall contain only one question. If two or more points are involved, any member may require a division, if the question reasonably admits of a division. Motions may be made and seconded by any member of the City Council except the Chair. The most common motions are as follows:
  - 1. Amending a motion. Any Councilmember may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment shall be voted on first.
  - 2. Postpone to a Certain Date. This motion is used to delay consideration of an item until a specified date, i.e., the next City Council meeting, etc.
  - 3. Postpone Indefinitely. This motion is used to delay consideration of an item until an unspecified date.
  - 4. Point of Order. Any Councilmember may raise a point of order at any time. A point of order means that the Councilmember is asking for a ruling on whether the rules of procedure are being followed. A point of order shall immediately be acknowledged by the Chair, and all debate must stop. The point of order shall first be made to the Chair for a ruling, stating the alleged violation with specificity. A point of order directed to the Chair does not require a second and is not subject to amendment. The Chair rules on the point of order. The member may appeal the Chair's ruling to the Council. The appeal requires a second and the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Council, but each councilmember may speak only once. The Council may affirm or overrule the Chair's ruling by a majority vote of the Councilmembers present.
  - 5. Reconsideration. A councilmember who voted in the majority may move to reconsider an item that City Council has voted on. The motion and any action must be made immediately after the vote on the matter, and before the City Council has begun discussing or considering any other business.
- (i) *Procedures for Motions:* The following is the general procedure for making motions:

- 1. The item is presented by Staff or others, followed by questions and discussion by Councilmembers.
- 2. A Councilmember who wishes to make a motion shall first obtain the floor.
- 3. A Councilmember who wishes to second a motion shall do so through a request to the Chair.
- 4. Before a motion can be discussed, it shall be seconded. If a motion does not receive a second after a reasonable time, a Councilmember may call for a "point of order," which mandates that the motion receives an immediate second, or it dies.
- 5. Once the motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Chair. The Chair may participate in discussion.
- (j) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a City Council meeting may by motion be continued or tabled to any subsequent meeting.
- (k) Communications with Applicants or Petitioners: Any Councilmember's communication with an applicant or petitioner outside of a public meeting regarding a matter that will come to City Council for a decision must be disclosed in writing and provided to the City Secretary prior to City Council discussion or deliberation of the action. Examples include but are not limited to discussion with a property owner regarding his or her rezoning request, or discussion with a vendor prior to bid award.
- (I) *Call for Recess:* The Chair shall call for a recess of ten (10) minutes at least every two (2) hours , or if requested by any two (2) Councilmembers.
- (m) Call for the Vote: A Councilmember may call for the vote, in essence to end discussion and debate, only when the Councilmember has obtained the floor. A Councilmember may make a motion calling for the vote, but not before each Councilmember that wishes to speak has had at least one opportunity, and the motion must receive a second. The motion is not debatable and a vote on the motion shall take place immediately after a second is received. The motion is approved only if two-thirds (2/3) of the Councilmembers in attendance approve. If the motion fails, debate shall continue. A subsequent motion to call for the vote may be made after additional discussion.
- (n) *No further discussion following a vote.* After a vote has been taken on an item, there shall be no further discussion of that item by the Mayor or a Councilmember during the meeting.
- (o) *Votes not to be taken twice.* It is the responsibility of each Councilmember to ask for clarification before a vote on any motion properly made and seconded. Once a vote has been taken, a second vote will not be held because of Councilmember error unless a Motion for Reconsideration is properly made.
- (p) Concluding meetings. In order to achieve effective decision making and sound judgment, and in consideration of citizen, guest and staff expectations, meetings shall not extend beyond 11:00 pm except as provided herein. The Mayor or presiding officer shall not conclude a meeting when discussion of the item on the table is in progress. The Mayor or presiding officer shall allow discussion to continue until complete or a time when ending is appropriate. Meetings shall not end

if a time sensitive matter that requires action by the City Council has not yet been considered.

#### Sec. 1-80. Decorum

(a) *General*: During City Council meetings, Councilmembers shall preserve order and decorum, shall not interrupt or delay proceedings, and shall obey the rules of the City Council. Council Members shall demonstrate respect and courtesy to one another, to City Staff and to members of the public appearing before the Council. Councilmembers shall seek to phrase and communicate all writings, publications and speeches in a professional and constructive manner.

Members of the City Council will not condone any unethical or illegal activity from any Councilmember or members of the Staff. All members of the Council shall uphold the intent of this policy and govern their actions accordingly.

- (b) Mayoral Responsibilities:
  - 1. *No vote*. The Mayor shall have a voice in all matters before the Council but shall only vote in accordance with City Charter provisions.
  - 2. *Chair.* The Mayor shall serve as the Chair of all meetings. The Mayor Pro Tem shall preside in the absence of the Mayor. When presiding over any meeting, the Mayor Pro Tem shall only vote in instances where the Mayor could vote in accordance with Charter provisions.
  - 3. *Preserve Order and Decorum*. The Chair is responsible for preserving order and decorum and shall keep the meetings orderly by recognizing each Member for discussion, encouraging civil debate among Members, and keeping discussion limited to the agenda item being considered.
  - 4. *Encourage Participation.* The Chair will encourage all Councilmembers to participate in Council discussion and give each Member an opportunity to speak before any Member can speak again on the same subject.
  - 5. Official Spokesperson. The Mayor is the official spokesperson for the Council on all matters unless absent, at which time the Mayor Pro Tem or appropriate designee will assume the role. The views presented by the Mayor, or the Mayor Pro Tem in his/her absence, should provide equitable representation of all Councilmembers.
- (c) Council Responsibilities
  - 1. *Be Prepared.* Each Councilmember is responsible for being prepared to discuss the agenda.
  - 2. Attendance. Attendance at work sessions and meetings is essential to the effective execution of a Councilmember's duties. It is the responsibility of Councilmembers to be informed about action taken by the City Council in their absence. In the case of an absence from a work session, the Councilmember is responsible for obtaining this information by viewing the recording of the work session prior to the City Council meeting during which the items are to be voted upon. The City Manager is responsible for maintaining an attendance log for the

Mayor and each Councilmember, which is a public document.

- 3. *Decorum.* When addressing an agenda item, the Councilmember shall first be recognized by the Chair, shall confine comments to the question under debate, shall avoid reference to personalities, shall refrain from impugning the integrity or motives of any other Councilmember or Staff Member during debate or vote, and shall refrain from publicly implying or insinuating wrong-doing by another Councilmember or Staff Member without clear evidence of such behavior.
- 4. *Appeal.* Any Councilmember may appeal a ruling by the Chair to the Council as a whole. If the appeal is seconded, the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Members, but each Member may speak only once. The affirmative vote of a majority of the Councilmembers present and voting shall be necessary to approve the motion to appeal.
- 5. *Enforcement of Policy.* Any Councilmember may ask the Chair to enforce the policy established by the Council. Should the Chair fail to do so, a majority vote of the Councilmembers present shall require the Chair to enforce the policy.
- 6. *Wait to be Recognized.* A member of the Council who wishes to be recognized shall request to speak and shall not proceed with remarks until recognized and named by the Chair of the meeting. Remarks shall be confined to the question before the Council.
- 7. *No Private Discussions.* While any other person who has been recognized by the Chair is speaking, other members shall not hold private discourse or in any manner interrupt the speaker. In all discussions, disrespectful language and behavior shall be avoided.
- 8. *Duty to Vote.* All Councilmembers must vote either in the affirmative or in the negative. A present member who does not vote will be officially recorded as a negative vote. When a Councilmember recuses oneself due to an actual or perceived conflict of interest and files the required affidavit, that Councilmember is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those voting and present."
- 9. *Third Party Representation.* A Councilmember may not represent any third party before any City board or commission.
- 10. *Personal Communication Devices.* All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating City-related business. If an individual is using his or her personal communication device during a meeting and a member finds it disruptive, he or she should inform the Mayor.
- 11. *Dress Code.* It is the policy of City Council to create a dignified and professional environment for City Council meetings. Therefore, all Councilmembers shall dress in a professional manner while attending a City Council meeting or work session, or while representing the City in an official capacity as a member of the City Council.
- (d) Citizens' participation: The following rules shall be in force for all persons in attendance at all

meetings of Council:

- 1. *Rules of Decorum.* Persons attending City Council meetings should observe the same rules of propriety, decorum and good conduct as they would show in a courtroom, a place of worship, or at any other serious or solemn occasion during which matters of importance are being considered. Visitors will refrain from engaging in chatter, private conversations, and from making other distracting noises while the City Council is in session. Phones and other electronic devices should be set to off or silent mode. Visitors should not applaud, boo, clap, or otherwise audibly express approval or disapproval of the speech of another person in a manner likely to disturb the meeting.
- 2. Addressing City Council. Persons wishing to address the City Council on any matter listed on the agenda may be recognized by the Chair, provided the person has completed a Citizen Speaker Registration form, and presented it to the City Secretary prior to the beginning of the regularly scheduled City Council meeting or immediately following their address to the City Council. Speakers shall approach the lectern and give his/her name and city of residence before speaking. Speakers shall address the Mayor and City Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the Chair. Each speaker will be allowed four (4) minutestime to speak as, unless otherwise provided herein. A majority vote of the City Council is required for any time extensions. No person shall be allowed to address the City Council more than one time per agenda item.
- 3. *Address Chair.* Persons may not engage in discussions with the City Council or staff during Council deliberations unless specifically asked a question by a Councilmember. Persons who have been asked a question by a Councilmember must be recognized by the Chair before being allowed to speak. The Chair may end any question and answer session between Councilmembers and a member of the public in order to facilitate the order of business.
- 4. *Printed Materials.* Persons may present printed material to the City Secretary to distribute to the City Council during a meeting.
- 5. *No Disruptions.* Persons attending City Council meetings shall remain seated or may stand in the back of the room and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs or placards. No person attending any City Council meeting shall delay the proceedings or refuse to obey the orders of the Chair.
- 6. *Removal.* Disturbances, transgressions of the rules or disorderly conduct in the City Council Chamber or other City Council meeting room may cause the transgressor to be removed from the meeting. The Chair of the meeting shall exercise control over persons who disrupt the meeting in the following order of action:
  - a. Call the person to order, advising that person of the infraction;
  - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting;
  - c. Order the person to leave the <u>meetingpremises</u>. A police officer may remove an individual or individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05.
- 7. *Room Limitations.* Persons are encouraged to attend Council meetings; however, the number

admitted shall be limited to the fire safety capacity of the Council Chamber as determined by the Fire Chief or designee. If the capacity is surpassed, the City Council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants, or may make a live broadcast of the proceedings available in a nearby room.

#### Sec. 1-90. Staff Relations

- (a) *Presentations.* Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council. Written presentations shall, to the extent possible, be provided to the City Council before the meeting.
- (b) Ask Questions in Advance. To ensure proper presentation of agenda items by Staff, questions arising from Councilmembers after receiving their information packet should be, whenever possible, presented to the City Manager for Staff consideration prior to the City Council meeting. This allows Staff the time to address Councilmembers' concerns and provide all Councilmembers with additional information as necessary. When questions are posed by Councilmembers in advance of a meeting, the questions and Staff responses shall be included in the staff presentation at the meeting.
- (c) *Presentation Requirements.* The City Manager shall designate the appropriate Staff Member to address each agenda item and shall see that each presentation is prepared and presented to inform and educate the City Council on the issues that require City Council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. As a summary, the Staff Member making the presentation shall make it clear if no City Council action is required, or shall present the Staff recommendation as a part of the presentation, and/or present the specific options for City Council consideration. Other than asking clarification questions, City Councilmembers should allow the Staff Member to complete his or her presentation before discussing or debating the topic.
- (d) Motions of Direction to City Manager. During a work session or regular meeting, discussion may lead to a point where the council wishes to direct the City Manager in a particular manner. The appropriate way to accomplish this is for a councilmember to make a motion in which the City Manager is directed towards, or away from, a particular course of action. There must be a second and a vote on the Motion. If approved by a majority of the Councilmembers in attendance, the Motion of Direction becomes the official direction of the Council and will be transcribed and maintained for the record.
- (e) Use of Staff Time. The City Manager is directly responsible for providing information to the City Council concerning any inquiry by a specific Councilmember that is significant in nature and would be beneficial to all Councilmembers. If the City Manager or the Staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor.
- (f) *Ethical Behavior Required.* The City Manager will exhibit the highest professional and ethical behavior. The City Manager is responsible for the professional and ethical behavior and discipline of his/her Staff. The City Manager is also responsible for ensuring that the Staff receives the training and information necessary to address the issues facing municipal government.
- (g) *Respect and Courtesy.* All Staff Members shall show one another, each Councilmember, and the public respect and courtesy at all times. They are also responsible for making objective,

professional presentations to ensure public understanding and confidence in the process.

- (h) *Conflicts.* Any conflicts arising between the City Staff and the City Council will not be allowed to affect the normal course of business, but will be addressed by the Mayor and the City Manager outside of a public meeting.
- (i) *Council Orientation.* The City Manager, after an election, will ensure that the Staff has prepared information needed for the orientation of new Councilmembers and will inform the City Council of any available Texas Municipal League conferences and seminars.

#### Sec. 1-100. Statements by Public Officials Regarding Litigation

When the City of Killeen is involved in litigation or a legal dispute, Councilmembers shall refrain from commenting on settlements, appeals, or other issues related to the subject until the matter is resolved. The Mayor, City Manager, City Attorney or Communications Officer shall be authorized to provide any public responses or comments as needed on matters involving litigation.

#### Sec. 1-110. Disbursement of City Council Requested Information

As a general courtesy and to maintain equality in the disbursement of information, documentation or data requested by a Councilmember from Staff shall be provided to all members of the City Council.

# **DIVISION 2. CITY COUNCIL POLICIES AND OPERATING PROCEDURES**

#### Sec. 2-10. State and Federal Legislation and Rule-Making Proceedings

- (a) The City Manager shall notify the City Council of pending matters of legislation or rule-making that may affect the interests of the City. The Mayor or any Councilmember may request that a legislative or rule-making initiative be presented to the City Council for a formal determination by the City Council of endorsement or opposition. The City Manager may, in the exercise of his professional judgment, determine to take action on or intervene in support of or opposition to a legislative or rule-making matter consistent with the City Council's adopted state and federal legislative agendas.
- (b) This policy is not intended to prohibit or restrict a member of the City Council acting as a private citizen, and not on behalf of the City, from participating in legislative or rule-making matters provided the Councilmember does not in any way imply that the position of the Councilmember is the official position of the City unless the City Council has so decided. A member of the City Council may accurately represent himself or herself as an elected official and as a member of the City Council, but may not use City resources, staff, letterhead, official email, or any City-approved logo in doing so.

#### Sec. 2-20. City Council Travel and Business Expenses

- (a) *Training Encouraged.* Subject to available funding, the City Council is encouraged to attend training relevant to the City Council's duties, such as:
  - 1. Annual meeting of the Texas Municipal League and affiliates
  - 2. Texas Municipal League newly-elected officials orientation (for newly-elected members of the City Council)
  - 3. National League of Cities and affiliates annual meeting Washington, D.C.
  - 4. National League of Cities annual Congress of Cities (various locations)
  - 5. Other meetings as designated and approved by the Mayor or the City Council
  - 6. Attendance to committee or association functions related to the Texas Municipal
  - League, the National League of Cities, or other organizations as approved by the Mayor or the City Council
  - 7. Attendance by the Mayor at the annual meeting of the U.S. Conference of Mayors

For purposes of this policy, "attendance" includes the payment of applicable membership fees for the Councilmember and the allowable expenses as described below. A member of the City Council may not commit to membership or participation in or attendance at meetings of organizations not listed in subsection (A) without the approval of the Mayor or the City Council except in the Councilmember's individual capacity and at the Councilmember's sole expense. To the extent that it does not conflict with these Governing Standards, the City Council Policy Regarding Training and Travel as amended in Resolution 07-105R, is incorporated herein.

(b) Reimbursement Process. Section XII Travel Policy of the Financial Management Policy applies to elected officials. A Councilmember who seeks to incur or obtain reimbursement for expenses allowed under this policy shall file with the City Manager an approval request or reimbursement request, as the case may be, in accordance with current City policy.

#### Sec. 2-30. Council Requests for Information or Services from Staff

By Charter, the people of Killeen have chosen a council-manager form of government. This means that the City Council is responsible for setting policy direction for the City Manager, and the City Manager is responsible for implementing the City Council's policies. This separation of duties must be kept in mind when requesting information or services from City Staff. Section 29 of the City Charter specifically provides:

Neither the council nor any of its members shall direct the appointment of any person to, or his removal from office, by the city manager or by any of his subordinates; provided, however, that the appointment of assistant city managers, department heads and the city secretary shall be subject to the approval of the council. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately.

#### Sec. 2-40. Process for Filling Unexpired City Council Term

If a vacancy on the City Council is required by Charter section 26 to be filled by City Council appointment, the following process will be used:

- (a) The vacancy will be advertised in the manner that is determined to reach the largest audience advising Killeen residents of the vacancy and giving interested residents two weeks to complete and return a fully-executed and notarized Application for a Place on the General Election Ballot. This form can be obtained from the City Secretary's office and must be received by the City Secretary's office by the specified date for the applicant to be considered for appointment to the vacant seat.
- (b) All completed applications received by the deadline will be forwarded to the City Council for review. The full City Council will conduct interviews with selected applicants. Interviews will be private unless prohibited by the Texas Open Meetings Act.
- (c) City Council will conduct deliberations in private unless prohibited by the Texas Open Meetings Act. The appointment will occur in an open and properly posted public meeting.

#### Sec. 2-50. Political Signs

Political signs shall comply with state law and the City's sign ordinances. Nothing contained in this policy shall be construed as allowing the placement or attachment of any sign on any tree, pole, building, or other sign or damaging in any manner any City property. This policy is not intended to limit in any manner the authority of the State or election officials regarding electioneering and the placement of signs, and this policy does not require the owner of a polling place or any property not owned by the City to allow the placement of signs on that property. No sign may be placed so as to encroach upon or obstruct any street, driveway, parking space, fire lane, sidewalk, pathway, or visibility triangle. Signs in violation of the City's Sign Ordinance will be removed.

# Sec. 2-60. Use of City Facilities, Staff or Resources by the Mayor or City Councilmembers for Mayor or City Councilmember-Sponsored Meetings.

Recognizing that occasions arise where the Mayor or Councilmembers wish to engage with the citizens of Killeen outside of a formal City Council meeting, and also recognizing that City resources and staff time have limits, this policy sets forth the guidelines under which City facilities and resources may be used to support such meetings.

Each calendar year, the Mayor and each Councilmember may hold up to three non-political Mayor- or Councilmember-sponsored meetings that are supported by city resources in the following manner:

- (a) The complimentary use of a meeting space at the Killeen Community Center, Lions Park Senior Center, Police Department Headquarters Community Room, Killeen Arts and Activities Center, Killeen Civic and Conference Center boardroom, or the community room of a Fire Station if the desired space is available and not otherwise scheduled. The meeting space should be reserved in advance, but no more than two months in advance.
- (b) Technical support, to the extent it is available at the chosen space, and not otherwise in use.
- (c) Staff presentations, scheduled in advance through the City Manager.
- (d) The meeting will not occur between January 1<sup>st</sup> and election day on which the Mayor or a Councilmember position is to be elected, so that there can be no allegation that tax-payer dollars are being illegally spent in support of the Mayor or a Councilmember's reelection effort. This restriction does not apply to a candidate who is running unopposed.

In order to take advantage of the services listed above, the requesting Mayor or City Councilmember shall complete and return the Support for Mayor or Councilmember-Sponsored Meeting form to the City Manager. (See Attachment B) The City Manager or Assistant City Manager will manage a shared calendar for events described above to alleviate the overbooking of City staff and resources.

These guidelines are not intended to stop the Mayor or a City Councilmember from having a Mayor or City Council-sponsored meeting that is not supported by city resources.

These restrictions do not apply to the Annual State of the City address.

#### Sec. 2-70. Annual Special WorkshopReserved.

City Council will hold an annual special workshop or townhall specifically designed to explain the mission, vision, direction, and special projects for the City to be held annually around October and moderated by the City Manager or Assistant City Manager where the Mayor and all Councilmembers are present. The general format of the workshop will be: Welcome/Introduction by the City Manager or Assistant City Manager, three (3) – five (5) minute presentations by each Councilmember, question and answer session with citizens related to topics on the agenda, and closing remarks.

# Sec. 2-80. Assistance to Community Organizations for Special Events

Provided that adequate funding exists, the City will support the following community events on an annual basis, by providing in-kind (non-monetary) services. The City Council further determines that there is a public purpose for the support of these community events.

- 1. Christmas Parade
- 2. Veterans Day Parade
- 3. Wreaths for Vets
- 4. Celebrate Killeen Festival
- 5. Memorial Day Ceremony
- 6. Holiday Under the Stars
- 7. Killeen Rodeo
- 8. Food for Families
- 9. HEB Feast of Sharing
- 10. Breast Cancer 5K
- 11. MLK Day Walk
- 12. Juneteenth Festival
- 13. Juneteenth Parade
- 14. National Day of Prayer
- 15. November 5 Memorial Event

The City Council may approve in-kind support of up to three (3) additional events, after review and recommendation from the City Manager.

# DIVISION 3. CITY COUNCIL COMMITTEES AND CITIZEN BOARDS, COMMISSIONS AND COMMITTEES

#### Sec. 3-10. City Council Committees

- (a) *Purpose.* Due to the complexity and diversity of City government issues, a closer view of some issues is required by the City Council. To provide a mechanism for continuous evaluation and discussion of these various issues beyond the limited time available at work sessions, the City Council adopts this policy regarding the establishment and use of City Council committees.
- (b) Assignment to Committees. Agenda items may be assigned to a committee by the Mayor with the consent of the City Council, or by the City Council.
- (c) *Standing committees.* Standing committees may be created as necessary to study and evaluate on going or long-term issues within the City. They will be created by Resolution, which must state the specific role the committee is to serve and name the members. Standing committees shall be subject to annual review by the City Council.
- (d) Ad Hoc Committees. Ad hoc committees may be created by the Mayor as necessary to study and evaluate a specific issue or problem within the City and are intended to be temporary. The Mayor shall make appointments to ad hoc committees with the consent of the City Council. When created, an ad hoc committee will also be given a sunset deadline. The committee will cease upon the earlier of the sunset date or the date the committee's specific task is complete. If the task is not complete by the sunset date, the Mayor shall establish a new sunset date.
- (e) Committee Responsibilities. Each committee, after receiving an assignment from the City Council, will consider policy decisions and actions, study issues, evaluate options, and develop recommendations. Each committee shall prepare reports and make recommendations to the City Council regarding every matter assigned to or considered by the committee, no less often than every six months. The committees shall only serve in an advisory capacity, and only for the City Council. No committee shall have any authority to make final decisions regarding the merits or resolution of any matter assigned to or considered by it.
- (f) Appointments and Vacancies. Appointments to committees and subcommittees will be made as soon as practicable after the annual City Council election in the following manner: Mayor has first choice of three committees, followed by Councilmembers in tenure order selecting one committee each, followed by additional round(s) of Councilmembers selecting committees until all committee appointments are filled. For the purpose of this section, tenure shall mean time in current office without a break from the time of election or appointment to present. In the event that tenure of Councilmembers is the same, the order of those members' selections will be based on the number of votes received when elected in highest to lowest order. Appointments to fill vacancies to assure continuity on the committees will be made in the same manner beginning with the next Councilmember in tenure order.
- (g) *Chair.* The Chair of each City Council standing or ad hoc committee shall be appointed by the Mayor.

- (h) *Staff Liaison.* The City Manager shall assign each City Council standing or ad hoc committee a Staff Liaison who shall assist the Chair in preparing the meeting agendas and coordinating the logistics of the committee meetings.
- (i) Minutes of Meetings. Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the Chair and maintained by the Staff Liaison for the committee. A copy of the minutes shall be distributed to the City Council.
- (j) Agenda Postings. Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act ("TOMA"). However, since committee membership is made up of less than a quorum and therefore is not a meeting subject to the TOMA, a good-faith mistake in the publication of the agenda will not require the cancellation of the meeting.
- (k) Councilmember as Liaison. When a Councilmember is appointed to serve as a member of a board, committee or commission for an outside agency such as KEDC, KTMPO, etc., the Councilmember is responsible for keeping all Councilmembers informed of significant activities of that board, committee, or commission. The appointed Councilmember should report the actions of the board, committee, or commission during a work session of the City Council at a minimum of every six months for an ad hoc committee, annually for a standing committee, and quarterly for an outside agency.
- (I) *Recommendation Regarding the Continuation of Committees.* The Mayor shall annually review the activity of the existing standing committees to identify inactive committees and shall provide a report to the City Council recommending which committees should be continued and which dissolved.

#### Sec. 3-20. Citizen Boards, Commissions and Committees

- (a) *Purpose.* This Policy establishes the procedure for the appointment and reappointment of citizens to Boards, Commissions, and Committees for the City of Killeen, as well as the duties of Board, Commission, and Committee members.
- (b) Time of Appointment. All appointments and reappointments shall be made by the City Council prior to October 1<sup>st</sup> of each year for all positions to be filled that fiscal year. (Code of Ordinances, sec. 2-116)
- (c) *Review of Applications.* Staff will compile and present all applications for appointment to citizen boards, commissions, and committees to the City Council two weeks before the specified meeting. <u>The Mayor and Councilmembers may interview applicants and/or request written information from applicants prior to appointment.</u>
- (d) Committee Membership Types: Persons appointed to Committees shall be designated as either Regular Members or Ex Officio Members. A Regular Member is a member for all purposes; it is not required that he or she hold a specific office to be qualified for appointment. An Ex Officio Member is appointed to a committee because of a position he or she currently holds. Regular Members count towards a quorum and have voting privileges, while Ex-Officio Members do not (effective 10-1-19).

(e) Subcommittees. Some citizen boards, commissions, and committees have subcommittees consisting of two Councilmembers. It is the responsibility of the subcommittee members to review and discuss applications for the board, commission, or committee for which they are a subcommittee member, and to reach a consensus regarding which applicant(s) are most qualified to fill a position and shall be recommended to the full City Council. This decision should be made prior to the work session at which appointments are scheduled to be discussed. As required or requested and to ensure that the purpose of the board, commission or committee is carried out effectively, the subcommittee Councilmembers will also act as liaisons between the board, commission or committee members and the City Council; and between board, commission or committee members and any other person.

The following boards, commissions and committees have appointment subcommittees: BOA-Construction, BOA-Fire Prevention, BOA-Airport Hazard, BOA-Zoning, Animal Advisory Committee, Senior Citizens Advisory, Youth Advisory Commission, and Bell County Health District.

(f) *Full Council Appointments.* Some citizen boards, commissions, and committees do not have appointment subcommittees. For these committees, appointments are made after the full City Council has reviewed the appropriate applications and has had the opportunity to discuss applications in a work session. Consensus regarding which applicants are the most qualified to fill a position will be reached during a work session. If necessary, appointment decisions will be reached through a nomination process.

The following boards, commissions, and committees do NOT have appointment subcommittees: Arts Commission, Community Development Advisory Committee, Heritage Preservation Board, Killeen Economic Development Committee, Killeen Sister Cities, Planning & Zoning Commission, TIRZ #2 Board, and Killeen-Temple Metropolitan Planning Organization (KTMPO)

- (g) *Term Limits.* To encourage broad citizen participation, no person may be appointed to serve more than six consecutive years, excluding unexpired terms, on a particular board, commission, or committee. This limitation does not apply if a particular position requires specialized knowledge, licenses, or certifications and no other qualified and interested person is available, or for other good cause found by the City Council and specified in the appointment resolution. (Code of Ordinances, sec. 2-117)
- (h) *Criteria for Appointment.* When determining the most qualified applicant, Council should consider the following information:
  - 1. Date of application;
  - 2. Primary residence— Is residency a requirement for the position? Is applicant a City of Killeen resident or live in the ETJ?
  - 3. Is applicant currently serving on other boards, commissions, and/or committees?
  - 4. Does applicant have specialized knowledge, licenses, or certifications that are required or helpful for the position?
  - 5. If applicant is being considered for reappointment, is such reappointment prohibited by term limits?
  - 6. If applicant is being considered for reappointment, has applicant maintained a good record of attendance?
- (i) *Chair.* Each committee shall have the power to adopt a process for electing and removing its chair.

- (j) *Staff Liaison.* The City Manager shall assign each Board, Commission, or Committee a Staff Liaison who shall assist the Chair in preparing the meeting agendas and coordinating the meeting logistics.
- (k) Duty to Attend Meetings and to Vote. Board, Commission, and Committee members have a duty to attend meetings unless excused in advance by the Chair. Absences by the Chair must be approved in advance by the Vice-Chair. All members must vote either in the affirmative or in the negative on each motion presented, unless he or she has disclosed a legal or perceived conflict of interest and filed the required affidavit in advance. A present member who does not vote and who has not filed the required affidavit will be officially recorded as a negative vote.
- (I) *Minutes of Meetings.* Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the Chair and maintained by the Staff Liaison for the committee.
- (m) Agenda Postings. Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act ("TOMA"). However, since some citizen committee meetings do not meet the definition of a meeting under the TOMA, a good-faith mistake in the publication of the agenda for a meeting to which the TOMA does not apply will not require the cancellation of the meeting.
- (n) No Employee Appointments. To ensure that citizens have an adequate opportunity to participate on citizen boards, commissions, and committees, current City of Killeen employees will not be appointed to citizen boards, commissions, and committees, even if they are residents of the City of Killeen. If an individual who is currently serving on a citizen board, commission, or committee is hired by the City of Killeen, once the current term is complete, he or she is not eligible for reappointment to his or her position on the board, commission, or committee. However, an employee may be appointed to a board, commission or committee if state law requires an employee to serve on a specific board because of that employee's position with the City.
- (o) *No City Councilmember Appointments.* Understanding that citizen committees are most effective when the members are able to communicate freely, no City Councilmember will be appointed as a member of a citizen committee.
- (p) *Recommendation Regarding the Continuation of Committees.* The Mayor shall annually review the activity of the existing committees to identify inactive committees and shall provide a report to the Council recommending which committees should be continued and which dissolved.
- (q) Bylaws. No board, commission or committee will create or amend its bylaws in a way that limits the City Council or Staff or that creates requirements for the City Council or Staff. Further, no board, commission or committee will create or amend its bylaws to change the purpose or mission of the board, commission or committee, expand the scope of the board, commission or committee, or in any way cause the board, commission or committee to function in a way not intended by the City Council unless approved by the City Council.

#### Sec. 3-30. Communications on Behalf of the City by Citizen Members of Boards, Commissions and Committees

- (a) Boards, commissions, and committees, whether established by reason of State law, the Charter, by ordinance or on an ad hoc basis, are an integral part of the municipal government process. The citizens who serve on City boards, commissions, and committees provide an important service to the citizens of Killeen. Boards and commissions, and the members of those boards, commissions, and committees, do not, however, speak for the City on larger issues of City governance. The City Council is responsible for all aspects of the City's governance and it is the legislative and policy-making body for the City.
- (b) If a board, commission, or committee desires to communicate to others a position on any matter of public concern, the board, commission, or committee shall first seek approval from the City Council before engaging in such communication. The City Council will speak for the City. The City Council will determine the official position of the City on the issue presented by the board, commission or committee, and whether it shall be communicated.

# **DIVISION 4. COUNCIL DIRECTIVES AND EXECUTIVE LIMITATIONS**

# A. Council Directives to Management

# Sec. 4-10. Public Use of City Hall and Other City Facilities

The City Manager shall develop a program addressing the use of the Council Chambers, the meeting rooms in City Hall, and other city-owned meeting space by other governmental entities, non-profit groups for public purposes, and City departments. The program shall be consistent with current security protocols and shall recognize the public use of City Hall for public business as paramount.

#### Sec. 4-20. Policy for Support of Community Events

The City Manager shall develop a policy providing for the annual support of the community events listed in sec. 2-80. Such support shall be in-kind (non-monetary), and subject to available funding. The policy shall also provide guidelines for supporting other events not listed in sec. 2-80, in a manner that will recoup the City's costs.

#### Sec. 4-30. Compensation of City Employees

The City Manager is directed to bring forward an annual employee compensation plan that is within the City's financial and budgetary limits, and compensates all City employees at a level that is competitive with the compensation paid to employees within the City's employment market area. The City Manager is directed to have compensation surveys conducted to determine whether employment compensation for City employees is competitive.

#### Sec. 4-40. Restrictions on the Representation of Third-Parties by Former City Employees ("Revolving Door Policy")

A former employee of the City who was employed as a departmental director, Assistant City Manager, City Manager, City Auditor or Municipal Judge may not make any communication to or appearance before the City Council before the second anniversary of the date the former employee ceased to be employed by the City if the communication or appearance is made: (1) with the intent to influence the City Council; (2) is made or done on behalf of any person other than the former employee in an individual capacity, and; (3) is made or done in connection with any matter on which the former employee seeks official action.

#### Sec. 4-50. Motions of Direction to City Manager

During a work session or regular meeting, discussion may lead to a point where the City Council wishes to direct the City Manager in a particular manner. The appropriate way to accomplish this is for a City Councilmember to make a motion in which the City Manager is directed towards, or away from, a particular course of action. There must be a second and a vote on the Motion. If approved by a majority of the City Councilmembers in attendance, the Motion of Direction becomes the official direction of the City Council and will be transcribed and maintained for the record.

# Sec. 4-60. Directive to Use Official City of Killeen E-mail Addresses

To ensure compliance with the Texas Public Information Act and required retention schedules and to further transparency in the communication and discussion of City business, the City Manager will ensure that Staff uses only official City of Killeen e-mail addresses for both Staff and Councilmembers, when communicating with City Councilmembers about City business. If circumstances require a Staff member to conduct City business on a non-City email account, the Staff member shall promptly forward the associated electronic communications to a city email account.

#### Sec. 4-70. Delegation of Authority to Determine Purchasing Method

Chapter 252 of the Texas Local Government Code allows a governing body to determine that an approved method other than competitive sealed bidding provides the best value for the municipality. The Code also allows the governing body to delegate that authority to a designated representative. The City Council hereby delegates its authority to determine which approved purchasing method provides the best value for the municipality to the City Manager.

#### Sec. 4-80. Directive to Adopt Finance Policies and Review Annually

The City Manager is directed to provide to the City Council a comprehensive set of Financial and Budget Policies for consideration and adoption by the Council. Such policies shall be reviewed and adopted annually.

#### Sec. 4-90. Issuance of Correction Deeds and Deeds Without Warranty

The City Council hereby delegates to the City Manager the authority to issue a correction deed or a deed without warranty when the property subject to the deed was deeded to the City of Killeen either by mistake or without the City's authorization and the City has no need for the property. Deeding the property back to the original owner shall only occur when the owner agrees to pay all taxes that would have been owed had the property never been deeded to the City. This action will also put the property back on the tax roll. The City Manager will promptly advise the City Council when these instances occur.

# Sec. 4-100. Directive to Adopt Media Policy

- (a) The City Manager is directed to develop a media policy to establish communication protocols between staff and members of the media.
- (b) The Executive Director of Communications shall provide updates to the City Council and the citizens of Killeen as important incidents arise and in general no less than once a month. The report may be a presentation to the City Council or provided in a written report.

# Sec. 4-110. Delegation of Signature Authority

Unless the Charter, a statute, regulation, order or the City Council itself states to the contrary, the City Council hereby authorizes the City Manager to delegate his signature authority to a subordinate staff member as he deems appropriate.

# Sec. 4-120. Directive to Develop Economic Development Policy

The City Manager is directed to develop an Economic Development Policy for the City Council's consideration.

# Sec. 4-130. Directive to Develop Street Maintenance Policy

The City Manager is directed to develop a policy addressing Street Maintenance within the City for the City Council's consideration.

#### Sec. 4-140. Directive to Develop Invocation Procedure

To solemnize its proceedings, it is the policy of the City Council to open its meetings with an invocation. In order to respect the constitutional rights of all persons, participation in the invocation or prayer will be voluntary; no one in attendance will be required to participate, and no one demonstrating appropriate respect and decorum will be excluded from participating. Everyone will be treated equally in all respects whether they choose to participate, or not participate, in the prayer or invocation.

In order to ensure compliance with this policy and with the law, the City Manager is directed to establish appropriate procedures to allow for an invocation at the beginning of City Council meetings.

This policy, and the procedure implementing the policy, is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for or against, any faith, belief, or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of denominations, faiths, and beliefs represented and practiced among the citizens of Killeen.

# Sec. 4-150. Directive Regarding Zoning Notification Boundaries and Signage

The City Manager is directed to increase to 400 feet the notification boundary for properties subject to a request for a zoning classification change. In addition, the City Manager is directed to include appropriate signage on real property subject to a zoning classification change request. Such signage shall be visible to the public in advance of the public hearings before the Planning and Zoning Commission and the City Council.

# Sec. 4-160. Delegation of Authority to Approve Certain Change Orders

Texas Local Government Code sec. 271.060 allows the City Council to delegate the authority to approve a change order increasing or decreasing a contract by \$50,000 or less. The City Council hereby delegates such authority to the City Manager, however, once the cumulative amount of change orders for a single contract reaches \$500,000.00, all future change orders for that contract must be taken to the City Council for approval, regardless of the amount.

# Sec. 4-170. Delegation of Authority to Apply for Grants

Some grant applications require the authority of the governing body in order to apply for a grant on behalf of the City. The City Council hereby delegates the authority to apply for grants to the City Manager.

# Sec. 4-180. Delegation of Authority to Employ Police and Fire Over-Hires

The City Council has approved a set number of over-hires allowed for the police and fire departments.

The City Council hereby delegates the authority to the City Manager to employ such over-hires, provided that the number of over-hires does not exceed the number of over-hires currently approved by ordinance.

# **B. Executive Limitations**

#### Sec. 4-210. Global Executive Constraint

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

#### Sec. 4-220. Treatment of Customers of City Services

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not:

- 1. Elicit information for which there is no clear necessity.
- 2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material.
- 3. Operate facilities without appropriate accessibility and privacy.
- 4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
- 5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

# Sec. 4-230. Treatment of Staff

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are illegal, unfair, undignified, disorganized, or unclear.

- 1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
- 2. Retaliate against any staff member for non-disruptive expression of dissent.
- 3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
- 4. Allow staff to be unprepared to deal with emergency situations.

#### Sec. 4-240. Financial Planning/Budgeting

The City Manager shall not cause or allow financial planning for any fiscal year or the remaining part of any fiscal year that deviates materially from City Council priorities, or risks financial jeopardy.

The City Manager will not allow budgeting that:

- 1. Risks incurring those situations or conditions described as unacceptable in the Executive Limitations policy section 4-250, entitled "Financial Condition and Activities."
- 2. Omits credible projection of revenues and expenses separation of capital and operational items, cash flow analysis, and disclosure of planning assumptions.
- 3. Provides less than the amount determined annually by the City Council for the City Council's direct use during the year.

#### Sec. 4-250. Financial Condition and Activities

With respect to the actual, ongoing financial condition and activities, the City Manager may not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from the City Council's established priorities.

- 1. Expend more funds than have been budgeted in the fiscal year.
- 2. Incur short-term debt in an amount greater than can be repaid by certain and otherwise unencumbered revenue within 60 days.
- 3. Use any long-term reserves without City Council direction and approval.
- 4. Conduct inter-fund borrowing in amounts greater than can be restored within 120 days.
- 5. Allow payables or receivables not to be settled within a reasonable time frame.
- 6. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
- 7. Make a single purchase or commitment of greater than \$50,000 without City Council approval, unless a verifiable and documented emergency exists. Splitting orders to avoid this limit is not acceptable.
- 8. Acquire, encumber or dispose of real estate unless allowed by law or approved by the City Council.
- 9. Issue expense checks to himself or herself without the signature of a Council-approved signatory who has been provided with appropriate documentation and receipts.

#### Sec. 4-260. Asset Protection

The City Manager shall not allow the City's assets to be unprotected, inadequately maintained, or unnecessarily risked.

The City Manager will not:

- 1. Ensure the organization's physical structures and contents for less than one hundred percent of scheduled value against theft, fire and casualty losses or insure against liability losses to Councilmembers, staff, volunteers and the organization itself for less than the average for comparable organizations.
- 2. Allow personnel unauthorized access to City funds.
- 3. Knowingly subject facilities and equipment to improper wear and tear or insufficient maintenance without first bringing the issues to the City Council's attention.
- 4. Unnecessarily expose the organization, its City Council or staff to claims of liability.
- 5. Receive, process or disburse funds under controls that are insufficient to meet the City Council-appointed auditor's standards.
- 6. Make any purchase that violates the City's Purchasing Policy or Financial Governance Policies.
- 7. Allow property, information and files to be unprotected from loss or significant damage.
- 8. Make any investment that is not in compliance with the City's Investment Policy.

#### Sec. 4-270. Emergency City Manager Succession

In order to protect the City Council from sudden loss of City Manager services, the City Manager shall not permit there to be less than one other person familiar enough with City Council and City Manager issues and procedures to be able to maintain organization services.

#### Sec. 4-280. Compensation and Benefits

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the City Manager shall not cause or allow jeopardy to fiscal integrity or public image.

- 1. Change the City Manager's own compensation and benefits, except as those benefits are consistent with a package for all other employees.
- 2. Promise or imply permanent or guaranteed employment.
- 3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.

- 4. Create obligations over a longer term than revenues can be safely projected.
- 5. Establish or change pension or retirement benefits so as to cause unpredictable or inequitable situations, including those that:
  - a) Incur unfunded liabilities;
  - b) Provide less than some basic level of benefits to all full-time employees, though differential benefits to encourage longevity are not prohibited;
  - c) Allow any employee to lose benefits already accrued from any foregoing plan; and
  - d) Treat the City Manager differently from other key employees.

#### Sec. 4-290. Communication and Support to the City Council

The City Manager shall not cause or allow the City Council to be uninformed or unsupported in its work.

- 1. Let the City Council be unaware of any significant incidental information it requires including anticipated adverse media coverage, threatened or pending lawsuits, and material internal and external changes.
- 2. Allow the City Council to be unaware that, in the City Manager's opinion, the City Council is not in compliance with its own policies, particularly in the case of City Council behavior which is detrimental to the work relationship between the City Council and the City Manager.
- 3. Allow the City Council to be without decision information required periodically by the City Council or let the council be unaware of relevant trends.
- 4. Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
- 5. Allow the City Council to be without a workable mechanism for City Council, officer, or committee communications.
- 6. Deal with the Council in a way that favors or privileges certain Councilmembers over others, except when (a) fulfilling individual requests for information, which will be provided to all City Councilmembers; or (b) responding to officers or committees duly charged by the Council.
- 7. Allow the City Council to be unaware of any actual or anticipated noncompliance with any City Council Executive Limitations.
- 8. Endanger the City's public image, credibility, or its ability to accomplish its established goals.

# **DIVISION 5. COMMUNICATIONS**

#### Sec. 5-10. Purpose

Since government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is necessary that the media play a role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The City Council and the City Manager recognize that the media provides an important link between the City Council and the public. It is desired to establish a professional working relationship to help maintain a well-informed and educated citizenry.

Furthermore, although traditional media continues to play an important role in distributing information, social media and other City managed web-based technologies make information increasingly available to the public in real time and in its entirety. All avenues of communicating information are important and have a meaningful impact on city government.

#### Sec. 5-20. General Provisions

- (a) City staff will make all meeting notices, agendas, minutes, and supporting documentation available to the City Council and to the public via the City's official website. If supporting documentation is not available to the City Council in advance of a workshop meeting, at City Council's discretion the Council will be given two workshop sessions to discuss the item before it moves to a business meeting for action.
- (b) City Council meetings will be live streamed and archived in their entirety and made available to the public via the City's official website.

#### Sec. 5-30. Media

- (a) Media shall be welcome to attend all public meetings of the City Council.
- (b) Media may be asked to occupy a designated area in some circumstances but may generally locate in places open to the public.
- (c) Media may not disturb the decorum or professionalism of City Council meetings or work sessions.
- (d) Media may contact the Mayor and City Councilmembers directly.
- (e) The Mayor is the primary spokesperson for the City on matters regarding policy decisions or any City Council information pertaining to issues on the agenda. To ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know the item was seriously debated and options discussed before a vote was taken, and helps build confidence in their government. In respect to each City Councilmember and the citizens of the City, the views presented by each City Councilmember should be given equitable representation. Although Councilmembers may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Councilmember's position during his/her term

of office and not solely during an election campaign.

- (f) City Councilmembers may not speak to media or the public on behalf of the body; they may speak only as an individual member.
- (g) To preserve the decorum and professionalism of City Council meetings, the media are requested to refrain from talking with other people in the audience and to conduct any interview with the public outside the meeting room while the City Council is in session. Media interviews will not take place in City Council Chambers.
- (h) Media wishing to speak to City staff will comply with the Media Policy developed by the City Manager.

#### Sec. 5-40. Social Media

- (a) City Councilmembers participating in social media relating to City business shall use their real names.
- (b) City Councilmembers will maintain posts to social media sites relating to City business in accordance with records retention law.
- (c) City Councilmembers will not participate in online discussions, groups or forums that contain or have the potential to contain a quorum of City Council (walking quorum).
- (d) City Councilmembers are encouraged to share information from City social media sites on their own sites.

#### Sec. 5-50. Email

- (a) To ensure compliance with the Texas Public Information Act and required retention schedules and to further transparency in the communication and discussion of City business, City Councilmembers will use their official City of Killeen email addresses to conduct City business. If circumstances require a City Councilmember to conduct City business on a non-City email account, he or she shall promptly forward the associated electronic communications to a City email account.
- (b) City Councilmembers will not "email all," "copy all," "blind copy all" or "reply all" to emails discussing City business that contain or have the potential to contain a quorum of members.

#### Sec. 5-60. Other

- (a) The City of Killeen logo is copyrighted. It may only be used for official City business and may not be used on campaign materials or for personal business.
- (b) The Mayor, as the ceremonial head of the City, is the issuer of proclamations, certificates, awards, City coins, etc. on behalf of the City of Killeen. City Councilmembers wishing to bestow such honors shall request the Mayor to issue and present.
- (c) The Mayor may sign letters and petitions making requests or stating positions on behalf of the City so long as they do not conflict with a City Council decision or directive.

(d) Dedication plaques placed on City buildings shall include the names of the Mayors and City Councilmembers who served from the time funding was budgeted for the project through completion.

# **DIVISION 6. ETHICS**

#### A. Policy Statement

It is the desire of the Killeen City Council to promote and encourage the highest standard of conduct for elected City officials, and officials appointed to City Boards and Commissions who represent the citizens of Killeen. The members of the Killeen City Council support the philosophy that elected Officials and appointed Board Members act in a manner that avoids even the appearance of impropriety.

Each elected official or appointed Board Member shall, at a minimum, comply with all State laws and City ordinances and policies regarding ethical behavior. Elected and appointed officials shall always act in the public interest rather than in the furtherance of self-interest or those of special interest.

The Killeen City Council recognizes that it cannot by policy define ethical behavior, but it expects each elected or appointed official to act conscientiously in public service, recognizing that the public is best served when elected or appointed officials make decisions and act in a manner that promotes confidence by the citizens of Killeen in the process of City Government.

#### **B.** Guidelines and Procedures

The following provisions apply to members of the City Council and members of any board, commission or committee established pursuant to the Charter or the ordinances of Killeen, by the laws of this state, or by the City Council (hereinafter referred to as "Officials.")

#### Sec. 6-10. Council and Appointed Board Members

Within thirty days of election or appointment to a Board or Commission, or within 30 days of adoption of these Governing Standards and Expectations, each Official shall sign and deliver to the City Secretary:

- 1. a copy of the Ethics Policy Agreement;
- 2. a copy of the Standards of Conduct Agreement;
- 3. a disclosure statement that discloses any real property owned by the Official or a relative within the first degree of consanguinity or affinity within the Killeen city limits or ETJ, and specifies any business interest located within Killeen, or any business interest that may have dealings with the City. The Official is obligated to update the disclosure as circumstances change.

Within ninety days of election or appointment, each Official shall complete the Open Meetings Act and Public Information Act training sponsored by the Texas Attorney General's Office.

#### Sec. 6-20. Acceptance of Gratuities

No Official shall knowingly solicit or accept, from any source, any gift, favor, service or thing of value, including a promise of future employment, in consideration of having exercised any official power or performing any official duty on behalf of the City. Acceptance of any gratuities shall be disclosed as required by Chapter 176 of the Texas Local Government Code.

# Sec. 6-30. Use of City Facilities, Personnel, Equipment, etc.

No Official shall knowingly use city facilities, personnel, equipment, or supplies, or use any confidential information concerning the property, operations, policies, or affairs of the City, for his or her private, personal and/or political gain.

#### Sec. 6-40. Conduct in Commercial Transactions

No Official shall knowingly be an interested party to any exchange, purchase, or sale of property, goods, or services with the City, or enter into any contract with the City, except in full and impartial compliance with state statutes, city charter, ordinances and applicable regulations and subject to any restrictions of the city charter; provided further that such persons shall receive no favor or special concession or inducement not customarily available and granted by the city in such a transaction; and provided further than any discretion by Officers, in connection with any such transaction, shall be exercised impartially and upon the same standards applied to all citizens of Killeen.

#### Sec. 6-50. Representing Interests Contrary to Those of the City

No Official shall knowingly represent, directly or indirectly, another person or any group or entity, in any action or proceeding against the interests of the City or in any litigation in which the City or any City department, agency, commission or board is a party, or may become a party.

#### Sec. 6-60. Conflicting Interests in Legal Proceedings

No Official shall knowingly represent, directly or indirectly, another person or any group or entity in any action or proceeding in the City's Municipal Court of Record, which was instituted by a City officer or employee in the course of official duties or in any criminal proceeding in which any City officer or employee is a material witness for the prosecution.

#### Sec. 6-70. Disclosure of Personal Financial Interest and Abstention from Voting

If any Officer has a conflict of interest as defined by Chapter 171 of the Texas Local Government Code, he or she shall file the required affidavit and abstain from all participation in the matter, to include leaving the room when possible. The determination of whether a conflict of interest applies should be construed liberally. In fact, the Officer is encouraged to consider abstention when the public would likely perceive the circumstances as a conflict of interest. While it is the Officer's sole responsibility to determine whether a conflict of interest exists, the Officer may discuss the circumstances with the City Attorney or designee to assist in his/her decision-making. Absent a conflict of interest, the Officer has a duty to vote in every item presented during a meeting.

#### Sec. 6-80. Communications with Applicants or Petitioners

Any City Councilmember communication with an applicant or petitioner (or their agent) outside of a public meeting regarding a matter that will come to the City Council for a decision must be disclosed in writing and provided to the City Secretary prior to City Council discussion or deliberation of the action. Examples include but are not limited to discussion with a property owner regarding his or her rezoning request, or discussion with a vendor prior to bid award. The City Secretary will provide the statement(s) to the Mayor, who will disclose the communication during the meeting at which the action will be discussed or considered, before any discussion or consideration has occurred.

Any Planning and Zoning Commissioner communication with an applicant or petitioner (or their agent) outside of a public meeting regarding a matter that will come to the Planning and Zoning Commission for a decision or recommendation must be disclosed in writing and provided to the City Secretary prior to the Commission's discussion or deliberation of the action. The City Secretary will provide the statement(s) to the Commission Chair, who will disclose the communication during the meeting at which the action will be discussed or considered, before any discussion or consideration has occurred.

#### **DIVISION 7. ENFORCEMENT AND ADMINISTRATION**

#### Sec. 7-10. Policy Enforcement

If a Councilmember believes this policy has been violated, the topic shall be placed on a meeting agenda following the procedure established in section 1-20(b). If it is a Staff Member who is in violation of this policy, the City Manager will handle the matter in accordance with City policy as he deems appropriate in accordance with personnel policy.

## Sec. 7-20. Annual Review and Re-adoption of These Governing Standards and Expectations

Each June, after the new City Council is elected and seated, the new City Council shall begin review of these Governing Standards and Expectations and should work towards re-adoption of an updated version by the end of July each year.

#### Sec. 7-30. City Manager and City Attorney Roles Regarding Protocol.

The City Attorney assists the Mayor as a resource to confer with, and acts as an advisor for interpreting the City Council's adopted Governing Standards and Expectations. The City Manager, the City Attorney nor any other Staff member is responsible for enforcing these protocols and guidelines.



#### ATTACHMENT A

#### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s):

Date: \_\_\_\_\_

Problem/Issue/Idea Name for Agenda:

Description of Problem/Issue/Idea:

**Requested Action:** 



SUPPORT FOR MAYOR OR COUNCILMEMBER-SPONSORED MEETING (Per Section 2-60 of Governing Standards and Expectations)		
Requestor:		_
Date of Event:	Event Start Time:	Event End Time:
Name of Event:		
Number of Attendees expected	d: Is your eve	ent open to the public: $\Box$ Yes $\Box$ No
☐ Kille □ Com □ Kille	en Community Center en Police Headquarters Community munity room of a Killeen Fire Static en Civic and Conference Center Bo en Arts and Activity Center	/ Room on
Will you require any audio visu	al equipment or technical support (	please explain):
Will you require additional set	city staff for presentations or other present	e move in and move out times:
Per calendar year, the Mayor and	each Councilmember may hold up to ported by city resources in the following	
<ol> <li>The meeting space should be</li> <li>Technical support, to the external</li> <li>City Staff presentations, sche</li> <li>The meeting will not occur with Councilmember is a candidate</li> </ol>	above listed meeting space if space is reserved in advance, but no more that ent it is available at the chosen space, a duled in advance through the City Man thin the six months preceding an election e for re-election so that there can be no t of the Mayor or a Councilmember's re	and not otherwise in use. ager. on in which the Mayor or a o allegation that tax-payer dollars are
Councilmember Signature	Date	
TO BE	COMPLETED BY CITY MANAGER O	DR DESIGNEE
□ Approved □ Denied _	Signature	Date
City of Killeen – Governing Standards ar	nd Expectations 37	



### ATTACHMENT C

Reserved.



### ATTACHMENT D

### CITY OF KILLEEN ETHICS POLICY AGREEMENT

I hereby certify that I have received a copy of and agree to abide by the City of Killeen Ethics Policy.

Council/Board/Commission/Committee Member Signature

Printed Name

Date



### ATTACHMENT E

### **CITY OF KILLEEN STANDARDS OF CONDUCT**

I hereby certify that I have received a copy of and agree to abide by the City of Killeen Standards of Conduct.

Board/Commission/Committee Member Signature

Printed Name

Date



### ATTACHMENT F

#### AMENDMENT HISTORY

Date	Resolution Number
January 15, 2019	19-008R
August 27, 2019	19-084R
February 9, 2021	21-019R
September 28, 2021	21-122R
June 28, 2022	22-087R
June 27, 2023	23-102R
November 28, 2023	23-193R
January 9, 2024	24-001R
June 25, 2024	24-116R
July 1, 2025	



# **GOVERNING STANDARDS**



# Background

- 2
- The Governing Standards and Expectations were originally adopted by resolution in June 2018 and revised annually since then.
- The intent is for the Governing Standards to serve as a single-source reference containing the Council's rules, protocols, procedures, policies and expectations for itself, committee members, staff and the public.
- Section 7-20 provides that the new City Council shall begin review of the Governing Standards after the election and work to re-adopt an updated version by the end of July each year.
- On June 17, 2025, City Council directed that certain changes be brought back for consideration.

# **Directed Changes**

- Section 1-50(a)(9): Clarifies that each person shall sign up prior to the start of the Council meeting for Citizen Comments
- Section 1-50(a)(13): Returns to 3 minute limit for Public Hearing items
- Section 1-80(d)(6): Clarifies that Mayor may order a person to leave the premises

# Directed Changes (cont'd.)

- Section 2-20: Incorporates the City Council Policy regarding Training and Travel as amended by Resolution 07-105R and clarifies that the Travel Policy in the Financial Management Policy applies to elected officials
   Section 2-70: Removes Annual Special Workshop
- Section 3-20(c): Provides that the Mayor and Councilmembers may interview applicants and/or request written information from applicants prior to appointment

## Alternatives

## □ The City Council may:

 continue discussions for further amendments to the Governing Standards and Expectations; or
 readopt the Governing Standards and Expectations with amendments.



Staff Report

File Number: RS-25-108

Consider a memorandum/resolution setting July 22, 2025, at 3:00 p.m. as the date and time for the public hearing on the Fiscal Year 2026 Proposed Budget to be held in City Council Chambers, 101 N. College Street, Killeen, Texas.

DATE: July 1, 2025

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Establish Date, Time and Location of Public Hearing on Fiscal Year 2026 Budget

#### BACKGROUND AND FINDINGS:

Pursuant to City Charter Article V, Section 54, the City Council is required to fix the time and place of a public hearing on the proposed budget at the same meeting in which the budget is submitted.

Staff recommends that Council set the public hearing as follows:

Date: Tuesday, July 22, 2025

Time: 3:00 p.m.

Location: City Council Chambers, 101 N. College Street, Killeen, Texas

#### THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

#### **CONFORMITY TO CITY POLICY:**

This action complies with City Charter Article V, Sections 54-55, which requires Council to set the time and place for a budget hearing and conduct the hearing at the designated date and location.

#### FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

N/A

Is this a one-time or recurring revenue/expenditure?

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

#### Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

#### **RECOMMENDATION:**

Staff recommends City Council approve a memorandum/resolution setting July 22, 2025 at 3:00 p.m. in City Council Chambers, 101 N. College Street, Killeen, Texas as the date, time, and location for the public hearing on the Fiscal Year 2026 Proposed Budget, in accordance with City Charter Article V, Section 54.

#### **DEPARTMENTAL CLEARANCES:**

Click or tap here to enter text.

#### **ATTACHED SUPPORTING DOCUMENTS:**

Presentation

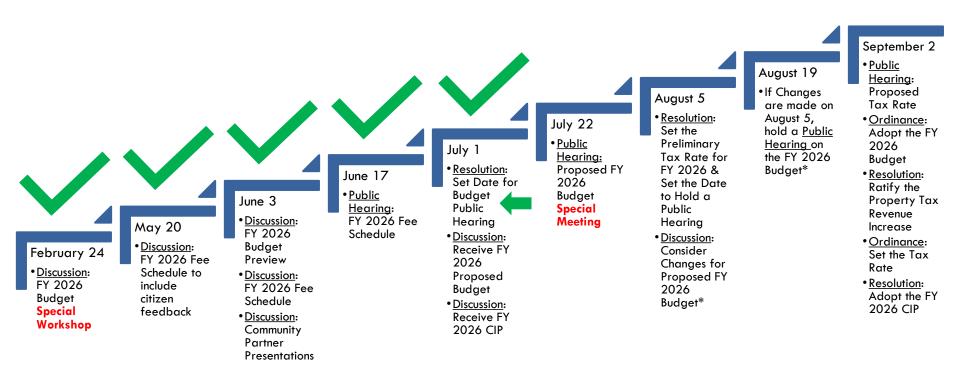
## RS-25-108 July 1, 2025

## SET THE PUBLIC HEARING DATE FOR FISCAL YEAR 2026 PROPOSED BUDGET



# **Budget Calendar**

2



## Public Hearing on FY 2026 Budget

In accordance with City Charter Section 54, the City Council must establish the date, time, and location for the required public hearing on the budget.

Set the public hearing as follows:

Date: July 22, 2025

Time: <u>3:00 PM</u>

Location: City Council Chambers, 101 N. College Street, Killeen, TX



Staff Report

File Number: DS-25-035

Compensation Survey Review



Staff Report

File Number: DS-25-036

Receive Fiscal Year 2026 Proposed Annual Budget and Overview Provided by the City Manager



Staff Report

File Number: DS-25-037

Receive Fiscal Year 2026 Proposed Capital Improvement Program Overview



Staff Report

File Number: RQ-25-007

Report regarding Women in Municipal Government Conference