

Region 4 Education Service Center (ESC)

Contract # R2211-01

for

Wall System Solutions

with

DIRTT Environmental Solutions

Effective: January 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and DIRT Environmental Solutions effective January 1, 2023:

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

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of _____, 2022 by and between _____
DIRTT Environmental Solutions ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of Wall System Solutions("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R^{RFP 22-11} for Wall System Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

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

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

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
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- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

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

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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 DIRTT Environmental Solutions

Address 6105 Tennyson Parkway Suite 100

City/State/Zip Plano, Texas 75024

Telephone No. 403-613-9479

Email Address jmetcalf@dirtt.com

Printed Name Jeff Metcalf

Title Vice President, Finance

Authorized signature 9/11/22 Uty

Accepted by Region 4 ESC:

Contract No. _R2211-01_

Initial Contract Term 1/1/2023 to 12/31/2025

Carmen T. Moreno
Region 4 ESC Authorized Board Member

10/25/2022
Date

Carmen T. Moreno
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

9/11/22 Uty
10/25/2022
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

- xx 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.)

[illegible]

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of TBD, 2022 by and between DIRTT Environmental Solutions ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Wall System Solutions("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R^{RFP 22-11} for Wall System Solutions ("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.

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- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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 DIRTT Environmental Solutions

Address 6105 Tennyson Parkway Suite 100


City/State/Zip Plano, Texas 75024

Telephone No. 403-613-9479

Email Address jmetcalf@dirtt.com

Printed Name Jeff Metcalf

Title Vice President, Finance

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member



Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

- xx 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.)

[illegible]

6/25/2022

TAB 2 Products and Pricing

Region 4 Education Service Center (ESC)

Attn: Crystal Wallace, Business Operation Specialist

7145 west Tidwell Road Houston, Texas 77092.

RE: RFP 22-11 Wall System Solutions

Due Date/Time: Tuesday June 28, 2022 2:00PM Central Time

Products/Pricing i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete products, parts, services, and solutions 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 apply, they 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.

Include an electronic copy of the catalog from which discount, or fixed price, is calculated.

Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

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

DIRTT Environmental Solutions is pleased to offer the members of Region 4 ESC the following discounting structure for DIRTT Solutions:

RCS (Price List) Value	DIRTT Walls RCS	DIRTT Power RCS	DIRTT Networks RCS	DIRTT Casework RCS
\$0 - \$50,000.00	1%	1%	1%	1%
\$50,000.00 - & up	9%	2%	1%	1%

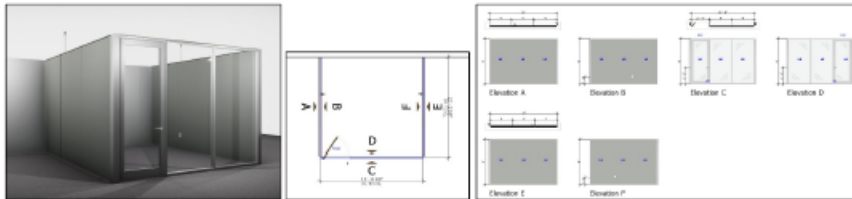
DIRTT solutions aren't pre-engineered and model coded solutions in set sized widths, heights, configurations, power and data placements, and finishes but rather DIRTT solutions are custom designed, quoted, manufactured, and installed in infinite sized widths, heights, configurations, power and data placements and DIRTT standard finishes and COM Customers Own Materials as well as facility unique door hardware and access control accommodation. DIRTT solutions are provided in what is called parametric dimensions which means that we design, build and supply our solutions to a 1/16"

tolerance and sizes. DIRTT is a interior construction system that is like conventional construction in that anything can be built but DIRTT solutions are technology driven solutions that can deliver offsite fabricated high quality, consistent, fast build-outs via a consolidated multi-subcontract trade solution. Capturing the “custom as standard” characteristics of DIRTT industrialized interior construction solutions can not be accomplished in the same way that office furniture manufacturers catalog their offerings.

DIRTT is a completely customizable interior solution. To that end, there is no catalog with standard choices with associated prices. As such, we can and offer to provided a collection of “typical” designs that can serve as a baseline from which to evaluate our value. Please request if required. This method has been used for the last 15 years for the General Services Administration (GSA) awarded contract and a sample “typical” is attached below. More typicals are in Tab 5 Value Add
Sample:

Typical #1A

Total length of walls (ft.): 36.14
Total price (USD): \$8,640.76



Product Description	Quantity	*RCS Per Unit	Extended RCS
1 Gang Wall Box	2	\$130.72	\$261.44
1 Gang Modular Cutout, Narrow	2	\$80.91	\$161.82
Ziggy Removal Tool	1	\$0.01	\$0.01
Ceiling Track Straight Spine (1" lengths)	4	\$1.86	\$7.44
Ceiling Track (10' lengths)	4	\$24.50	\$98.00
Ziggy Link	40	\$0.01	\$0.40
Ceiling Track Electrical Spine	2	\$4.94	\$9.88
Santoprene Base Trim - Silver	1	\$297.30	\$297.30
Post Arrow Cover - Silver	3	\$9.09	\$27.27
Half Zipper - Silver	1	\$13.55	\$13.55
Acoustical Unitzipper Notched Zipper - Silver	20	\$11.99	\$239.80
Acoustical Unitzipper Zipper - Silver	4	\$10.16	\$40.64
Wall Trim - Silver (10' lengths)	5	\$14.40	\$72.00
Silver Ceiling Trim (10' lengths)	8	\$13.55	\$108.40
Glass_Wall_Monolithic_1 - Glass wall single tile	1	\$648.23	\$648.23
Glass_Wall_Monolithic_1 - Glass wall single tile	1	\$669.34	\$669.34
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$658.19	\$1,316.38
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$657.95	\$1,315.90
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Glass Pivot Door Barbot Goldie	1	\$1,397.27	\$1,397.27
Wall Trim 3 Way Connection	2	\$0.00	\$0.00
Square Corner (the Chicago)	2	\$220.84	\$441.68
Insulation for Base	36	\$0.00	\$0.00
Carpet Gripper	17	\$4.78	\$81.26
FW698 - Ceiling Track Hardware	3	\$38.79	\$116.37

*RCS: Recommended Customer Sell or List Price not including freight or installation

Update to: [ICE 21.4 \(3.37.0.73\)](#) and [DIRTT and Extras June 2021 \(3.72.1.59\)](#)

Since our DIRTT Power & Network solutions are completely customizable by project and follow the electrical engineering drawings in terms of phasing, circuiting, etcetera, there is no reasonable way to provide unit pricing in this RFP response.

****Note 1:** The typical sample represents "Recommended Customer Sell" and do not have the Region 4 ESC discounts applied yet.

****Note 2:** The typical sample represent product/solution cost only.

****Note 3:** Not all items in ICE are discountable. Discounts will be shown in RED on bill of material at time of quote.

The DIRTT Partner local to the project will provide location-dependent freight and installation pricing. We find that these costs vary widely across the United States, based on labor rates and the distance solutions are traveling from our factories.

Product and Services categories to include:

Wall Systems: Supply demountable and movable walls, case work lines, custom designed solutions, pre-engineered and pre-fabricated interior solutions, other products, and services not specifically named in the below categories that complement the products and services and provide customers with a complete interior solution.

- Operable Walls- **Yes**
- Movable Walls - **Yes**
- Demountable Walls- **Yes**
- Acoustic Walls - **Yes**
- Partition Walls - **Yes**
- Special/Designer Wall - **Yes**
- **Finishes (not limited to)**
 - Matching Windows/Doors - **Yes**
 - Cabinets and Shelves - **Yes**
 - Partitions - **Yes**
 - Shades and Screens - **No**
 - Ceiling - **No**
 - Carpeting - **No**
 - Fabrics - **Yes**
 - Paint - **Yes**
 - Glass - **Yes**
 - Aluminium - **Yes**
 - Wood - **Yes**
 - Miscellaneous Hardware - **Yes**
 - Embedded Components - **Yes**
 - Accessory Components – **Yes**

DIRTT creates customizable, sustainable architectural interiors. Although DIRTT's entire breadth of solutions would be available to all OMNIA Participating Agencies **only** DIRTT Walls, DIRTT Casework, DIRTT Power and Networks are part of the discount program offered in this RFP response. **DIRTT Walls** are open to more function and more customization than any other in the industry, giving designers virtually unlimited freedom. The patented wall elements allow work surfaces, overheads, displays, and any other object to be mounted seamlessly off the surface, without damage. The walls support legacy and new furniture, are reconfigurable and easily refinished to suit future needs. To create a fully agile space, DIRTT offers modular plug-and-play power and data. **DIRTT Power and DIRTT Networks** integrate directly into DIRTT Walls. This provides control over the part of the interior space that changes the most, without the need to bring in expensive trades or dispose of wire and cables every time there is a move, add or change. **DIRTT Casework** can be self-supported or supported by the DIRTT Walls and is completely customizable just like the walls. DIRTT Leaf is DIRTT's newest innovation which

enables a custom DIRTT Wall elevation to fold, like an operable partition, with no track required in the floor. **DIRTT Timber** is a structural cross-laminated timber solution that allows our clients to double their usable square footage in tall interior spaces that can accommodate the height. DIRTT Timber is also a perfect solution to support the DIRTT Leaf wall. **DIRTT Floor** is a 2-3/4" raised access floor that allows our clients to support floor-distributed power and data. **DIRTT Breathe** is a modular vertical living wall solution that can be installed on DIRTT Walls or conventional walls. **DIRTT Integrated Technology** includes solutions like embedded sit-stand mechanisms to support work surfaces that can change height, TV monitors that are surface or mounted within the DIRTT wall with a protective and writable glass tile over the face, interactive touch film, capacitive touch capabilities, transducer speakers, and the ability to accommodate evolving technologies. All of DIRTT's manufactured solutions, except third-party solutions, have a 10-year limited warranty. Typical conventional construction offers a 1-year warranty.

DIRTT Walls - Detail

1. DIRTT Walls allow for integration of standard drywall components including standard electrical products (i.e., junction boxes, conduit, thermostats, fires strobes, occupancy sensors) and accommodate plumbing requirements for both commercial and healthcare.
2. DIRTT Walls provide the ability to integrate power and data with complete flexibility of location, utilizing both UL rated and approved plug and play power systems and standard construction methods including junction boxes with conduit or cabling.
3. DIRTT Walls have a guarantee of non-obsolescence and generational change guaranteeing all other DIRTT-manufactured wall solutions will connect and integrate with each other, now and in the future.
4. DIRTT solid walls consist of a frame and tile system. Frames provide structure to the wall and are dimensionally available in 1/16" increments both vertically and horizontally to integrate with any building size requirements.
5. DIRTT wall frames are stackable with inherent structural capability for height changes if required.
6. DIRTT wall frames provide standard adjustability in the base to accommodate floor height variances of up to 1-3/4".
7. DIRTT wall frames are "non-progressive" in their nature of connection to each other, allowing for a wall section within an installation, to be removed or changed with no affect or requirement for tear-down of the adjoining wall frames.
8. DIRTT solid walls include recycled cotton denim acoustical insulation as standard within the wall cavity and wall base.
9. DIRTT wall frames are available in clear anodized aluminum, powder coat finish or veneer wrapped as standard manufacturer's finish offerings.
10. DIRTT wall frames provide the ability to hang any manufacturer's furniture or similar requirement, at any location upon the wall, without damage to the wall, utilizing a standard manufacturer approved method.
11. DIRTT Walls provide the ability for variable angle connections between wall frame sections and from wall frames to base building connection points.
12. DIRTT Walls can provide numerous options for connections to base building structure that will accommodate connection to windows, window mullions, windowsills, columns, bulkheads, uneven wall conditions, etc., without any visual or acoustical gaps.
13. DIRTT wall tiles connect to the underlying wall frame structure without a dependency to match the wall tile width to underlying frame width.
14. DIRTT wall tiles are available in a hard surface of a minimum 1/2" thick, with options for:

- a. Painted surface c/w inherent anti-microbial properties (standard manufacturer's offering or custom match any interior paint color)
 - b. Veneer (both standard offerings and custom matched veneers and finishes)
 - c. Thermofoil (3-dimensional laminate)
 - d. Corian
 - e. Marker board
 - f. Magnetic Marker board
15. Additional wall tile material and finish options include:
- a. Glass (tempered, etched, laminated, back painted) in 1/4" or 3/8" thicknesses
 - c. Custom (3Form, integrated graphics, metals, laminates, etc.)
16. DIRTT Walls have the inherent ability to provide different wall tile materials, wall tile sizes and unctinality on opposite sides of the same wall frame providing a wide range of design, aesthetic, and functional choices.
17. DIRTT Walls have the ability to integrate technology by mounting LED monitors within the wall frame cavity, behind glass, that has been back painted or had an opaque film-applied, which then allows for clear visibility of only the viewable LED screen area (not seeing the surrounding bezel).
18. Similarly, DIRTT Walls can accept a customer's surface-mounted technology, which is easily supported from the DIRTT frame.
19. DIRTT glass walls are available in monolithic (glass is individually aluminum framed) or stick-built (store front butt-joint glass) utilizing standard glass thicknesses of 1/4", 3/8" or 1/2". Glass is center mounted in frame and is available in tempered, laminated, etched, specialty glass and back painted. DIRTT also provides the options for a glass wall with the glass offset to one side of the wall frame (as opposed to center mounted) or a double pane glass wall, with the glass located on each side of the 4" thick wall frame, with an air cavity between the two pieces of glass to enhance acoustic performance.
20. Standard door offerings include Pivot, Off-set Pivot, Center Pivot, Butt-Hinge, Pocket, Sliding Barn Doors, and Acoustical Sliding Barn Doors in single or double doors. Heights range from 7'-0" tall to 10' tall in any increment and are available as locking or non-locking. Additional inherent options for each type of are:
- a. Pivot Doors (solid painted, solid veneer, glass with aluminum frame, glass with veneer wrapped aluminum frame, frameless glass)
 - b. Off-set & Center Pivot (solid painted, solid veneer, glass with aluminum frame, glass with veneer wrapped aluminum frame, frameless glass)
 - c. Butt-hinge doors & Pocket doors (solid painted, solid veneer, custom COM)
 - d. Sliding Barn Doors & Acoustical Sliding Barn Doors (solid painted, solid veneer, glass with aluminum frame, glass with veneer wrapped aluminum frame, frameless glass)
21. DIRTT door hardware is available with standard offerings of door pulls or lever locksets, or we can integrate most standard mortise locksets.
22. DIRTT door locksets can have core changes to match building lock standards if required.
23. DIRTT doors can provide integration for magnetic lock systems utilizing card key access, as well as other unique hardware requirements as requested.
24. DIRTT tile material finishes are offered in a large selection of materials, offered through DIRTT and other vendors. ICE creates exact tile dimensions, and the clips can be glued or screwed to most materials. Typical offerings consist of Chroma coat paint (water-based and UV cured paint), MDF in a full array of standard or color match color arrays, veneer wrapped MDF tiles, back painted glass tiles, and MDF tiles wrapped with films bringing graphics and writeable surfaces to the space. Magnetic marker boards, print direct to MDF substrate, slat wall,

Thermofoil, powder coat, glass and solid surface composites as well as other vendors such as 3-Form, perforated metals, specialty metals and canvas art are all easily integrated.

26. DIRTT Walls have scalable acoustic properties to meet each client's unique requirements. While some materials inherently perform better than others (i.e., glass walls have lower performance than solid MDF-tile walls), DIRTT walls typically test better than comparable conventional construction assemblies. The flexible gaskets at door jambs are extremely effective in mitigating sound transfer when door is closed.

27. DIRTT solid walls have a standard scalable STC (Sound Transmission Class) ratings of STC 32-61 depending on the specific requirements on the project.

28. STC ratings in DIRTT glass walls are dependent upon the glass specified. DIRTT provides options for single glass panes, center mounted with glass from 1/4" to 1/2" thick and double pane glass (glass panes mounted on each side of the wall frame). Single pane clear tempered glass, 6mm (1/4" thick) glass has a rating of STC 30, single pane clear tempered glass 10mm (3/8" thick) has a rating of STC 31, and single pane clear tempered glass 12mm (1/2" thick) has a rating of STC 32. Glass STC ratings can increase utilizing laminated glass which takes 6mm (1/4" thick) glass from STC 30 to STC 33, 10mm (3/8" thick) glass from STC 31 to STC 36. DIRTT's double pane glass wall will have an STC rating of STC 37 using 6mm (1/4" thick) glass, and an STC 39 using one piece of 6mm (1/4" thick) glass and the other as 10mm (3/8" thick) glass.

29. DIRTT wall frames provide the ability to hang any manufacturer's furniture or similar requirement, at any location upon the wall, making them completely agnostic (product-neutral). This is achieved by relying on horizontal reveals for support, rather than the vertical connection between frames like most other modular wall manufacturers.

30. In healthcare applications, quick connect medical gasses are pre-inserted, capped and tested so that after installation, only connection required is to the base building. This ensures full access for inspection, repair, replacement, or upgrades and eliminates noise, dust and extended downtime.

DIRTT Casework - Detail

31. DIRTT Casework is fully customizable, modular cabinetry. Unlike conventional Casework, DIRTT Casework offers a set price, a fast (weeks) lead-time, smooth install and long-term agility.

32. Materials and mechanical devices used in DIRTT Casework are of the highest quality and durability. They are used in high-traffic areas where they must operate continually and live up to their 10- year limited warranty.

33. DIRTT Casework is finished on all sides, making potential repurposing, or reconfiguring easier.

34. DIRTT Casework is offered in a painted finish, a 3-D laminate finish, or wood veneer. Additionally, Casework door fronts can be back-painted glass with an aluminum edge trim for a more modern look.

35. DIRTT Casework offers embedded LED lighting.

36. DIRTT Casework has many hardware options and a variety of ways – with varying price points – to open and close doors and drawers. These options range from no-tech, like standard pull tabs, to high tech with self-closing drawers, hands-free mechanisms for healthcare applications, touch open functionality and more.

37. DIRTT Casework includes a variety of shelving options that are supported from the DIRTT wall. They vary depending on weight to be supported and aesthetics. LED lighting can be embedded into the shelving as well.

DIRTT Power & Networks – Detail

38. DIRTT Power is a quick-connect, pre-tested and adaptable solution. With DIRTT Power, all your electrical requirements arrive on-site to the correct lengths with factory-built components.

39. DIRTT Power, like all DIRTT solutions, can be redesigned after its initial install, allowing for the space to easily accept what the future brings.

40. DIRTT Power offers a variety of modular options for power cabling. The requirements of the client would determine which option is designed: high density, low density, new construction or tenant improvements – there is a solution for all.

41. DIRTT Power is designed, specified, and priced in ICE® Software. ICE® instantly creates a real-time 3D experience to explore and modify – with all changes automatically updating the price, specifications and manufacturing instructions.

42. DIRTT Networks offers a variety of options to provide best value for the client and reduce labor, materials and schedule.

Supplemental Services: this contract to include but not limited to:

- Project Management Services
- Design Service (basic design to be included in standard installation (lineal foot))
- Preparation Services
- Reconfiguration Services
- Strategic Planning Services
- Occupancy Planning Services
- Build out Project Management Services
- Proprietary Software
- Customization Service Solutions
- Integrated Electrical Work Services
- Integrated Data and Telecommunications
- Assembly and Installation
- Printed Image/Graphics

DIRTT is able to manufacture custom solutions as a standard practice using fewer resources than typical manufacturers. The streamlined DIRTT process combines elements of lean manufacturing, sustainable materials, frequent quality check-points, and ICE® Software capabilities in order to provide clients with the best and most timely customizable, modular solutions.

DIRTT is both a tangible solution and a construction method that is specified by architects and interior designers. The architect/designer is responsible for establishing the project parameters with the end user, designing the space based on the end user's programmatic requirements, and adhering to all local codes. DIRTT and the local Partner help the client realize their design

using DIRTT solutions. DIRTT Partners are experienced construction subtrades who are able to work along with design consultants to establish a process for drawing generation for the purpose of permitting and bidding.

DIRTT works in conjunction with our Partner network to design and execute our clients' projects. Each Partner has a specific DIRTT team that provides the end user with preconstruction services and functions as a design-assist partner to the project team. During construction, the local DIRTT Partner is a multi-trade subcontractor to the general contractor, installing the specified DIRTT solution. After move-in, the certified team provides a limited warranty (10 years), ongoing maintenance and repurposing support.

Beyond the DIRTT scope, the local Partner can coordinate other items like COM hardware, locally-sourced countertops, locally sourced glass, custom-designed film for glass, etc. Recognizing that not all projects result in a successful DIRTT award, Partners are committed to establishing a ROM (rough order of magnitude) at the beginning of a project to give the team budget pricing to determine if the DIRTT solution is a suitable fit for the project budget. In addition to designing, specifying and manufacturing the DIRTT solution, DIRTT's ICE® Software provides real-time 3D renderings, realistic fly-throughs, virtual and augmented reality capabilities, helping the client and project team understand the DIRTT scope and process. Depending on the structure and scope of a project opportunity, the DIRTT Partner may choose to charge for these services.

Coordination: Supplier will provide through this contract to include but not limited to:

- Project Scheduling and Lead Times: Production time of all standard solutions and finishes.
- Preparation and Project Conditions
- Delivery and Storage
- Pre/Post - Installation Conference
- Cleaning upon completion
- Demonstration and Training Services

Project scheduling is coordinated by the local DIRTT Partner as a function of their multi-trade subcontractor status. DIRTT wall frames and glass, tiles and Casework are manufactured in weeks not months. Assuming one week for freight, most DIRTT solutions arrive within 45 days after the order is received and signed off. The installation process is managed by the Partner's dedicated Project Manager who communicates with the DIRTT PM and the freight carrier to verify and coordinate material arrival. With this information, the Partner's Project Manager communicates with the client's installation manager to arrange timing of shipment direct to site, or delivery by the installation crews to site after warehouse receipt of materials. Communications may also include the general contractor or the GC's project and schedule manager if applicable. Details for site readiness, site access, materials handling and staging are all discussed and confirmed between parties.

A DIRTT certified, factory trained and experienced installation crew installs the DIRTT solution (walls, Casework, etc.) in a clean and professional manner, with respect to all parties involved in

the process. Any project issues or product deficiencies are handled quickly with a high level of communication to those involved.

Below is an outline which describes a typical installation and its process. Installation quotes take into consideration the travel time to and from a site, the number of installers required to complete the tasks as well as to provide a clean and timely installation, meeting the highest level of expectations and allowing the space to be occupied as quickly as possible.

1. Receiving & offload of solutions (at warehouse or on construction site)
2. Travel time to the construction site
3. Staging: transfer to product from the truck to the installation site (specific floor/location), could include elevator or stair carry
4. Installation (Note: editable scope of work document available to suit each project, the following is a representation of a typical project)
 - a. Layout wall locations
 - b. Connection of seismic track on floor slab (if applicable)
 - c. If ceiling is gypsum board, attach ceiling track
 - d. Place, level and connect walls frames for solid or unitized glass walls
 - e. For butt-joint glass walls, connect aluminum frame to floor, ceiling and wall then insert glass
 - f. Install acoustical trim and floor base
 - g. If ceiling is acoustical grid, attach wall frame above ceiling to hard deck for seismic requirements (if applicable)
 - h. Install and connect DIRTT zone boxes either above ceiling or in access floor (electrician required to hardwire DIRTT Power to building power and to address light switches)
 - i. Install/connect plumbing in wall frame by others.
 - j. Connection of quick connect manifold or flexible medical gasses to the building source above ceiling by others.
 - k. If specified, install integrated technology (i.e. TV monitors)
 - l. Place wall tiles on frames
 - m. If power is specified, apply electrical trim on junction boxes
 - n. Installation of miscellaneous accessories (shelves, coat hooks, etc.)
 - o. Clean/wipe down product
 - p. Remove packaging materials from site
5. Final install review and punch list
6. Client review and acceptance

The quality of the DIRTT install begins before the project is ordered: DIRTT's certified Partner technicians arrive on site to laser level and laser measure the space. Technicians note variances in the floor and ceiling level, as well as check wall interface for variances in vertical plumb, site specific lineal and height measurements to the 1/16th of an inch. All details of the building interface are reviewed, including windows, sills, and mullions, ceiling type, access to the hard deck above the ceiling for seismic connection, lighting, fire sprinkler and HVAC conditions which may affect the installation.

Decisions are made for electrical, light switch integration, data cable paths and data termination. This information is then integrated into the design and specification utilizing the ICE® Software. ICE® Software not only provides a plan view and elevation views for detailed review, but a real time 3D virtual walk-through to review all details of the final design and finish. If needed, changes can then be made and visually reviewed in real time. 3D walls can also be made transparent to review electrical pathways and connections.

Once the perfect solution has been designed, the order-ready ICE® Software file is sent to the factory for seamless introduction to the DIRTT factory. Cad based technology translates data from read from the ICE® file to produce every piece so the planning and integration of plug-n-play electrical, data and other technology systems is completed prior to delivery of the solution itself. As the frames are delivered to the space, they have been tagged, shipped and located for tilt-up construction placement along a seismic track, if applicable, or laid on the finished floor. Wall tracks are located on the gypsum soffit or acoustical ceiling grid prior to arrival of the walls themselves. The frames are plumbed, leveled and door-frames installed allowing for the complete integration of electrical, data, media, plumbing, med-gases, thermostats, way-finding, etc.

When other trades are finishing up, high-quality finished aesthetic tiles are introduced to the space and installed in their location on the wall frames as addressed by individual tags corresponding to install drawings. Casework, cantilevers, shelves and other brand agnostic elements are then hung on the wall in horizontal support blocking leaving the DIRTT wall unmarred. The space is ready for use with a high degree of quality, fit and finish.

Deficiencies are handled at the factory on a priority basis. This typically results in a 1-2 day factory ship lead-time for on-hand material and 1 to 2 week lead-time for re-fabricating more complicated custom solutions. Deficiencies are shipped over-night via Fed-Ex when the project requires and the DIRTT Partner addresses installation as a top priority, with same or next day response installing once the material is received. Special care is taken to leave the install-site safe and usable when an interim solution can be implemented awaiting the final product install.

The local DIRTT Partner and DIRTT Rep will turn over the space which entails basic training on the functionality of the DIRTT solutions that were specified and installed. Most clients want a “DIRTT 101” tutorial so that they can handle accessing the wall cavities and other minor changes themselves. Other clients who manage DIRTT in multiple buildings would like to have an employee receive certification so that they can run their own crew for smaller installations and reconfigurations.

LEED Submittals: Detail Offeror’s ability to submit product data for LEED accreditation. DIRTT can supply product data as needed to help achieve LEED accreditation. DIRTT has compiled Environmental Product Declarations for several of our standard assemblies, to aid in planning and submission of documentation.

As part of the offering explain structural performance, Caseworks, fabrications, upholstery, decorative trim, cabinet hardware, interior finish materials, accessory components, etc. and additional information that will support your response to this offering.

All Dirtt products come with a 10 year limited warranty and perform exceptionally in the field. We have less than 1% Warranty claims. DIRTT solutions are modular and changeable to accommodate future needs.

Is pricing available for all products, services and solutions?

DIRTT Environmental Solutions' pricing is for product only. The DIRTT Partner local to the project will provide location-dependent freight and installation pricing. We find that these costs vary widely across the United States, based on labor rates and the distance solutions are traveling from our factories.

Include any labor and/or per diem rates.

The DIRTT Partner local to the project will provide installation pricing. We find that these costs vary widely across the United States, based on labor rates and the distance solutions are traveling from our factories.

Indicate standard hours, overtime, and after hour rates.

Standard Hours are 8-5 location dependent. Overtime/ after hours rates will be calculated in a fixed installation pricing quote from the DIRTT Local Partner as needed.

Describe ordering methods.

The DIRTT Partner local to the project will provide location-dependent freight and installation pricing as well as the Material quote from DIRTT. Clients may place orders by issuing P.O./ Awarded contracts to the local partners directly.

Describe any freight, delivery/shipping charges and installation.

The DIRTT Partner local to the project will provide location-dependent freight and installation pricing. We find that these costs vary widely across the United States, based on labor rates and the distance solutions are traveling from our factories.

Detail ancillary and freight costs and pricing for orders placed outside Continental US.

The DIRTT Partner local to the project will provide location-dependent freight pricing. We find that these costs vary widely across the United States, and the distance solutions are traveling from our factories.

What are the minimum shipping requirements?

No Minimum Shipping Requirements

Detail shipping on all items meeting minimum shipping requirements. Offeror may include a shipping fee on orders less than minimum shipment.

Not applicable

Provide pricing for warranties on all products, parts and services.

DIRTT Environmental Solutions products come with a 10 year limited warranty at no additional cost.

Describe any return and restocking fees.

Due to the custom nature of DIRTT products no returns are allowed.

Describe any additional discounts, volume purchases, special manufacture offers, free good programs or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts on large orders exceeding \$250,000.00 are negotiable.

Describe how customers verify they are receiving Contract pricing.

DIRTT Environmental Solutions via our partner network will provide quoting in ICE marked with OMNIA and contract number. Discounts will be shown in RED insuring proper discounts are applied.

Describe payment methods and terms offered.

DIRTT accepts all major payment methods, check, cash, wire transfer and credit. Terms are Net 30 days.

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.

DIRTT offers a fixed discount off of list for the term of the contract.

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

New Products will be price in ICE and discounts off list price will remain constant thought out the contract term. Please note that all Items in ICE are not discountable.

Describe any rental, leasing or financing options.

DIRTT does not offer rental or leasing options. Financing can be approved on a project basis via the Finance department.

Provide any additional information relevant to this section.

DIRTT is a current OMNIA contract holder with and excellent past performance record.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to

be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

NTE Pricing is not applicable.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, 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.

Federal Funds Certification Exhibit submitted.

PPA ATTACHMENT D



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, **Example**

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, **Example**

Exhibit D – Principal Procurement Agency Certificate, **Example**

Exhibit E – Contract Sales Reporting **Template**

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for wall system solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an **Administrative Fee of 3%** of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (**Exhibit B**).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$15 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 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.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

DIRTT Environmental Solutions, Inc., incorporated in Colorado. It is a wholly owned subsidiary of DIRTT Environmental Solutions Ltd., founded in 2004, a Canadian publicly traded company. DIRTT Environmental Solutions has been regularly and continually engaged in business engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, and services required in this solicitation for over 16 years. Commercial sales of our custom, pre-engineered solutions began in May 2005.

DIRTT is a leading technology-driven manufacturer of highly customized industrialized Interior construction solutions.

DIRTT combines its proprietary ICE® 3D design, configuration and manufacturing software with integrated in-house manufacturing of its innovative prefabricated interior construction solutions and an extensive Distribution Partner network across five continents.

DIRTT is underpinned by a strong entrepreneurial culture and provides a unique, end-to-end customer solution for the inefficient and fragmented construction industry. Since its humble beginning in 2005, the company has grown to over 1,000 employees with international presence. DIRTT is 100% focused on construction solutions utilizing software we invented to customize any space.

Our fit, finish and speed of delivery are unmatched. We deliver complete interior space solutions: Wall assemblies, prefab power and connected infrastructure, casework, low profile raised flooring systems, and timber frame construction engineered wood; or any combination of these components. All DIRTT Solutions are designed to integrate seamlessly with one another and to be integrated into a client's existing space.

B. Total number and location of salespersons employed by Supplier.

At the time of this solicitation response, we have approximately 75 sales and market development professionals employed by DIRTT Environmental Solutions that are dispersed throughout the United States and Canada.

Additionally, we have an extensive network of approximately 70+ Partner locations, with approximately 500 dedicated DIRTT focused solution sellers in our Partner Network.

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

1. Calgary, Alberta Canada - (Corporate Headquarters, office, and multiple factories)
2. Savannah, GA - (Office and factory)
3. Rockhill, SC - (Office and factory)

Dedicated DIRTT Operated Experience Centers

Calgary, Alberta, CA

Chicago, IL

Dallas, TX

New York City, NY

Salt Lake City, UT

Savannah, GA

Rockhill, SC

Partner Network DIRTT Experience Centers – 70+ in North America.

D. Annual sales for the three previous fiscal years.

DIRTT's reported annual sales revenues for 2019, 2020, and 2021 were \$247,735,000, \$171,507,000, and \$147,593,000. Economic conditions related to the pandemic, supply chain and construction project slow down played a substantial role in our outcomes, 2022 is on an uptick and we are excited by the forward moment that we are experiencing.

a. **Submit FEIN and Dunn & Bradstreet report.**

DUNS: 17 92 61420

Fed Tax ID: 98 0443904

E. Describe any green or environmental initiatives or policies.

Sustainability is a guiding principle of our company. Reducing construction waste in landfills throughout the life of the building is one of DIRT T's key benefits. Our construction system incorporates sustainable materials that promote healthy learning environments. At the same time, they meet Green Building Rating Systems. Certifications, Awards and Policy copies can be provided upon request. Samples provided under TAB 3 of the submission

- Why DIRT T uses Aluminum
- DIRT T Supply Chain Policy
- DIRT T Timber Frame Sustainability Story
- FSC (Forest Stewardship Council) Certification
- SCE Certification
- DIRT T EPD (Environmental Production Declaration)

F. **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.**

DIRT T Environmental Solutions' Partner network (list on Pg. 3.2 D) includes Women Owned, Minority Owned and HUBZone businesses. DIRT T has committed to dedicate spending with our diverse network at a 10% of total company spend for each fiscal year anticipating greater present ages for years to come. Participating Agencies may request certifications for each partner depending on location and availability of a diverse partner in the local area.

G. **Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:**

a. Minority Women Business Enterprise

☐ Yes ☐ xxx No

If yes, list certifying agency: _____

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

☐ Yes ☐ xxx No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ xxx No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ ☐

Yes **xxx No**
 If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ **xxx No**

If yes, list certifying agency: _____

H. 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.

DIRTT Environmental Solutions' full partner list can be found on Paragraph 3.2D. Of those partners the following are partners that meet small business standards. Each are self-certified, and an auditable record is on file for verification of small business standards for Woman/ Minority owned certifications. Request individual certification forms if required.

Account Name	Business Diversity	Billing State/Province	Billing Country
Accelerate Built Environments - Lombard	Women Owned Business Enterprise	IL	USA
APG Engineered Solutions - Cleveland	Women Owned Business Enterprise	OH	USA
Bialek Environments dba Intellistruct - Rockville	Women Owned Business Enterprise	MD	USA
BOLTT - Fishers	Minority Owned	IN	USA
CIS Corporate Interior Systems dba digg - Phoenix	Women Owned Business Enterprise	AZ	USA
Compass Office Solutions - Miramar	Minority Owned	FL	USA
Corporate Environments - Atlanta	Women Owned Business Enterprise	GA	USA
Division 13 Architectural Solutions - Birmingham	Minority Owned	AL	
Elements - Denver	Women Owned Business Enterprise	CO	USA
First Avenue Office Furnishings - Winnipeg	Women Owned Business Enterprise	MB	Canada
G/M Interior Construction dba DIV13 - San Diego	Women Owned Business Enterprise	CA	USA
G.L. Seaman & Company - Carrollton	Women Owned Business Enterprise; HUB (Historically Under Utilized Business)	TX	USA
Greenbox-is Interior Solutions - Hartford	Women Owned Business Enterprise	CT	USA
Innovior Construction - Vancouver	Women Owned Business Enterprise	BC	Canada
MarxModa - Detroit	Women Owned Business Enterprise	MI	United States
Contract Furnishers of Hawaii, Inc. dba Office Pavilion - Honolulu	Women Owned Business Enterprise	HI	United States

Premier - Philadelphia	Women Owned Business Enterprise	PA	USA
Resource One - Springfield	Women Owned Business Enterprise	IL	USA
Smartt Interior Construction, LLC - Fargo	Women Owned Business Enterprise	ND	United States
Workscape, Inc. dba Construkt - Pittsburgh	Women Owned Business Enterprise	PA	USA
Workscapes dba BuildScapes - Tampa	Women Owned Business Enterprise	FL	USA
WRG - Dallas	Women Owned Business Enterprise; HUB (Historically Under Utilized Business)	TX	USA

I. Describe how supplier differentiates itself from its competitors.

Our only true competition in the marketplace is conventional construction. DIRT, in contrast to conventional construction, is a consolidated multi-trade industrialized interior construction solutions approach that is manufactured in a factory and assembled onsite. Conventional construction practices now incorporate high efficiency construction solutions to solve for labor, schedule and cost constraints. As the leading provider of industrialized construction solutions, DIRT offers a digitally supported scope of work for all interior architecture, aside from fire rated assemblies. The ability to produce a multi-trade solution off-site in a controlled environment, while running parallel schedules to other scopes of work on-site gives the project a higher quality fit and finish and in a shortened project schedule.

Industrialized construction has shown advantages over conventional construction methods since its inception. The ability to produce a multi-trade solution off-site in a controlled environment, while running parallel schedules to other scopes of work on-site gives the project a higher quality fit and finish and in a shortened project schedule.

In construction, today, there is a large concern over the availability of skilled trade labors. This deficit in the skilled trades creates several problems, lengthened schedules, lower quality of work and uncertainty which results to risk, ultimately resulting in higher construction costs. Extended schedules for conventional construction equate to increased costs on general conditions. General conditions on a project are for oversight (project managers/project engineers, administrative services) temporary facilities (job trailers, porta johns etc.), dumpster fees and project site cleanup. The costs spent on general conditions of a project is money that cannot be applied to the actual building materials and labor to construction the building, resulting in making value engineering decisions that can mean a lowered fit and finish solution. The construction industry's conventional approach to building interiors is characterized by building new, tearing down and building new again. This is wasteful and environmentally unsustainable. In addition, it is based on a laborious, manual on-site construction process, lengthy schedules, and inevitable cost overruns.

A majority of the work completed in the build out of the interior of a building is labor intensive and often carries a higher labor cost than material cost. By using our offsite produced industrialized interior construction method for the interior build outs, the labor needed on the project will decrease, and the quality of the finished space will increase due to the manufacturing approach for the solutions that DIRT provides.

LEEDv4 recognizes and will provide points for building in a industrialized interior construction approach as well as the materials and finishes offered by DIRT for sustainable projects.

Conventional construction generates a great deal of material waste, through all phases of the construction cycle and post construction renovations. Subtrades routinely carry a 'waste' factor within their material take offs to cover error or omission thus adding to cost and material waste. Clients are typically charged for this additional material, whether used or not. Fixed construction environments no longer serve a client who is faced with rapidly evolving technology and changes to facility use. Building adaptable interior construction with DIRT allows clients to create an infrastructure that lets them make smaller, incremental changes to meet current and future needs, with far less waste of cost, material and labor.

Using DIRT as a method of construction is highly efficient and cost effective and reduces the economic and environmental cost of interior changes over time. Our lean manufacturing method is a sustainable approach that allows for clean, rapid construction with the benefit of future flexibility. The ability to access the walls, allows for future changes of technology, access to plumbing piping, raceways for IT and electrical. A tilt up frame solution provides a quicker, safer installation process that conventional construction cannot provide.

In addition, our proprietary ICE® software provides cost certainty: accurate costing early in the project process allows for the project team to work toward a balanced budget, versus a last-minute value engineering event. Because our solutions are manufactured in a controlled environment, and installed by certified installation teams, our average deficiencies are less than 1%. We are also able to offer a 10-year limited warranty on ALL of our solutions. During the construction administration phase, projects with significant DIRT scope have minimal punch list items.

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

DIRT is currently involved in litigation relating to intellectual property (plaintiff), employment (defendant), and other minor commercial matters (defendant). DIRT has previously been involved in similar litigation matters, which have now been settled. DIRT has not been involved in a bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

- a. DIRT is a publicly held corporation and this reporting requirement is not applicable;
- b. DIRT is not owned or operated by anyone who has been convicted of a felony; or

L. Describe any debarment or suspension actions taken against supplier

NONE

3.2 Distribution, Logistics

A. 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.

Moveable Wall Systems: Please provide details on your ability to supply demountable and movable walls, casework lines, custom designed solutions, pre-engineered and pre-fabricated

interior solutions, other products, and services not specifically named in the below categories that complement the products and services and provide customers with a complete interior solution.

- i. Operable Walls **YES**
- ii. Moveable Glass Walls **YES**
- iii. Accordion Partitions **YES – same as Operable Walls**
- iv. Acoustic Walls **YES**
- v. Special/Designer Wall **YES**

vi. Finishes (not limited to)

- (1) Matching Windows/Doors **YES**
- (2) Cabinets and Shelves **YES**
- (3) Shades and Screens **NO**
- (4) Ceiling **YES**
- (5) Carpeting **NO**
- (6) Fabrics **YES**
- (7) Paint **YES**
- (8) Glass **YES**
- (9) Wood **YES**
- (10) Miscellaneous Hardware **YES**
- (11) Embedded Components **YES**
- (12) Accessory Components **YES**

(13) DIRT Network Partner provided design assistance, budgeting assistance, order entry, project management services, logistics, delivery and installation, reconfiguration services, and warranty service coverage for the 10-year DIRT product warranty.

Note:

DIRT offers volume tiered discounting under this contract vehicle for DIRT Walls, (inclusive of doors), DIRT Power, DIRT Casework, and DIRT Connected Infrastructure solutions. Other complimentary DIRT solutions are “OPEN Market” or not supported by discounting.

DIRT creates customizable, sustainable architectural interiors. Although DIRT’s entire breadth of solutions would be available to all OMNIA Participating Agencies **only** DIRT Walls, DIRT Casework, DIRT Power and Networks are part of the discount program offered in this RFP response. **DIRT Walls** are open to more function and more customization than any other in the industry, giving designers virtually unlimited freedom. The patented wall elements allow work surfaces, overheads, displays, and any other object to be mounted seamlessly off the surface, without damage. The walls support legacy and new furniture, are reconfigurable and easily refinished to suit future needs. To create a fully agile space, DIRT offers modular plug-and-play power and data. **DIRT Power and DIRT Networks** integrate directly into DIRT Walls. This provides control over the part of the interior space that changes the most, without the need to bring in expensive trades or dispose of wire and cables every time there is a move, add or change. **DIRT Casework** can be self-supported or supported by the DIRT Walls and is completely customizable just like the walls. DIRT Leaf is DIRT’s newest innovation which enables a custom DIRT Wall elevation to fold, like an operable partition, with no track required in the floor. **DIRT Timber** is a structural cross-laminated timber solution that allows our clients to double their usable square footage in tall interior spaces that can accommodate the height. DIRT Timber is also a perfect solution to support the DIRT Leaf wall. **DIRT Floor** is a 2-3/4” raised access floor that allows our clients to support floor-distributed power and data. **DIRT Breathe** is a modular vertical living wall solution that can be installed on DIRT Walls or conventional walls. DIRT Integrated Technology includes solutions like embedded sit-stand mechanisms to support work surfaces that can change height, TV monitors that are mounted within the DIRT wall with a protective and writable glass tile over the face, interactive touch film, capacitive touch capabilities,

transducer speakers, and new solutions that we're developing every day. All of DIRT's manufactured solutions have 10-year limited warranty. Typical conventional construction offers a 1-year warranty.

DIRT Walls - Detail

1. DIRT Walls allow for integration of standard drywall components including standard electrical products (i.e., junction boxes, conduit, thermostats, fires strobes, occupancy sensors) and accommodate plumbing requirements for both commercial and healthcare.
2. DIRT Walls provide the ability to integrate power and data with complete flexibility of location, utilizing both UL rated and approved plug and play power systems and standard construction methods including junction boxes with conduit or cabling.
3. DIRT Walls have a guarantee of non-obsolescence and generational change guaranteeing all other DIRT-manufactured wall solutions will connect and integrate with each other, now and in the future.
4. DIRT solid walls consist of a frame and tile system. Frames provide structure to the wall and are dimensionally available in 1/16" increments both vertically and horizontally to integrate with any building size requirements.
5. DIRT wall frames are stackable with inherent structural capability for height changes if required.
6. DIRT wall frames provide standard adjustability in the base to accommodate floor height variances of up to 1-3/4".
7. DIRT wall frames are "non-progressive" in their nature of connection to each other, allowing for a wall section within an installation to be removed or changed with no affect or requirement for tear-down of the adjoining wall frames.
8. DIRT solid walls include recycled cotton denim acoustical insulation as standard within the wall cavity and wall offering higher acoustic and environmental performance.
9. DIRT wall frames are available in clear anodized aluminum, powder coat finish or veneer wrapped as standard manufacturer's finish offerings.
10. DIRT wall frames provide the ability to hang any manufacturer's furniture or similar requirement, at any location upon the wall, without damage to the wall, utilizing a standard manufacturer approved method.
11. DIRT Walls provide the ability for variable angle connections between wall frame sections and from wall frames to base building connection points.
12. DIRT Walls can provide numerous options for connections to base building structure that will accommodate connection to windows, window mullions, windowsills, columns, bulkheads, uneven wall conditions, etc., without any visual or acoustical gaps.
13. DIRT wall tiles connect to the underlying wall frame structure without a dependency to match the wall tile width to underlying frame width.
14. DIRT wall tiles are available in a hard surface of a minimum 1/2" thick, with options for:
 - a. Painted surface (standard manufacturer's offering or custom match any interior paint color with standard anti-microbial properties)
 - b. Veneer (both standard offerings and custom matched veneers and finishes)
 - c. Thermofoil (3-dimensional laminate)
 - d. Corian
 - e. Marker board with a variety of options – magnetic, porcelain, Write-Away, Corian Willow glass
15. Additional wall tile material and finish options include:
 - a. Glass (tempered, etched, laminated, back painted) in 1/4" or 3/8" thicknesses
 - b. Custom (3Form, integrated graphics, metals, laminates, etc.)
16. DIRT Walls have the inherent ability to provide different wall tile materials, wall tile sizes and functionality on opposite sides of the same wall frame providing a wide range of design, aesthetic, and functional choices.

17. DIRT Walls can integrate technology by mounting LED monitors within the wall frame cavity, behind glass, that has been back painted or had an opaque film-applied, which then allows for clear visibility of only the viewable LED screen area (not seeing the surrounding bezel).

18. Similarly, DIRT Walls can accept a customer's surface-mounted technology, which is easily supported from the DIRT frame.

19. DIRT glass walls are available in monolithic (glass is individually aluminum framed) or stick-built (store front butt-joint glass) utilizing standard glass thicknesses of 1/4", 3/8" or 1/2". Glass is center mounted in frame and is available in tempered, laminated, etched, specialty glass and back painted. DIRT provides a variety of glazed wall options to suit a client's unique application and acoustic need.

20. Standard door offerings include Pivot, Off-set Pivot, Center Pivot, Butt-Hinge, Pocket, Sliding Barn Doors, and Acoustical Sliding Barn Doors in single or double doors. Heights range from 7'-0" tall to 10' tall in any increment and are available as locking or non-locking. Additional inherent options for each type of are:

- a. Pivot Doors (solid painted, solid veneer, glass with aluminum frame, glass with veneer wrapped aluminum frame, frameless glass)
- b. Off-set & Center Pivot (solid painted, solid veneer, glass with aluminum frame, glass with veneer wrapped aluminum frame, frameless glass)
- c. Butt-hinge doors & Pocket doors (solid painted, solid veneer, custom COM)
- d. Sliding Barn Doors & Acoustical Sliding Barn Doors (solid painted, solid veneer, glass with aluminum frame, glass with veneer wrapped aluminum frame, frameless glass)

21. DIRT door hardware is available with standard offerings of door pulls or lever locksets, or we can integrate most standard mortise locksets.

22. DIRT door locksets can have core changes to match building lock standards if required.

23. DIRT doors can provide integration for magnetic lock systems utilizing card key access, as well as other unique hardware requirements as requested.

24. DIRT tile material finishes are offered in a large selection of materials, offered through DIRT and other vendors. ICE creates exact tile dimensions, and the clips can be glued or screwed to most materials. Typical offerings consist of Chroma coat paint (water-based, UV cured paint with inherent anti-microbial properties), MDF in a wide range of standard or custom colors veneer wrapped MDF tiles, back painted glass tiles, and MDF tiles wrapped with films bringing graphics and writeable surfaces to the space. Tackable tiles, magnetic tiles, magnetic marker boards, print direct to MDF substrate, slat wall, Thermofoil, powder coat, glass and solid surface composites as well as other vendors such as 3-Form, perforated metals and specialty metals are all easily integrated.

26. DIRT Walls have scalable acoustic properties to meet each client's unique requirements. While some materials inherently perform better than others (i.e., glass walls have lower performance than solid MDF-tile walls), DIRT walls typically test better than comparable conventional construction assemblies. The flexible gaskets at door jambs are extremely effective in mitigating sound transfer when door is closed.

27 DIRT solid walls have scalable STC (Sound Transmission Class) ratings of STC 32-61 depending on the specific requirements on the project.

28. STC ratings in DIRT glass walls are dependent upon the glass specified. DIRT provides options for single glass panes, center mounted with glass from 1/4" to 1/2" thick and double pane glass (glass panes mounted on each side of the wall frame). Single pane clear tempered glass, 6mm (1/4" thick) glass has a rating of STC 30, single pane clear tempered glass 10mm (3/8" thick) has a rating of STC 31, and single pane clear tempered glass 12mm (1/2" thick) has a rating of STC 32. Glass STC ratings can increase utilizing laminated glass which takes 6mm (1/4" thick) glass from STC 30 to STC 33, 10mm (3/8" thick) glass from STC 31 to STC 36. DIRT's double pane glass wall will have an STC rating of STC 37 using 6mm (1/4" thick) glass, and an STC 39 using one piece of 6mm (1/4" thick) glass and the other as 10mm (3/8" thick) glass.

29. DIRT wall frames provide the ability to hang any manufacturer's furniture or similar requirement, at any location upon the wall, making them completely agnostic (product-neutral). This is achieved by relying on horizontal reveals for support, rather than the vertical connection between frames like most other modular wall manufacturers.

30. In healthcare applications, quick connect medical gasses are pre-inserted, capped and tested so that after installation, the only connection required is to the base building, allowing for full access for inspection, repair, replacement, or upgrades and eliminating noise, dust, and extended downtime.

DIRTT Casework - Detail

31. DIRT Casework is fully customizable, modular cabinetry. Unlike conventional Casework, DIRT Casework offers a set price, a fast (weeks) lead-time, smooth install and long-term agility.

32. Materials and mechanical devices used in DIRT Casework are of the highest quality and durability. They are used in high-traffic areas where they must operate continually and live up to their 10- year limited warranty.

33. DIRT Casework is finished on all sides, making potential repurposing, or reconfiguring easier.

34. DIRT Casework is offered in a painted finish, a 3-D laminate finish, or wood veneer. Additionally, Casework door fronts can be back-painted glass with an aluminum edge trim for a more modern look.

35. DIRT Casework offers embedded LED lighting.

36. DIRT Casework has many hardware options and a variety of ways – with varying price points – to open and close doors and drawers. These options range from no-tech, like standard pull tabs, to high tech with self-closing drawers, hands-free mechanisms for healthcare applications, touch open functionality and more.

37. DIRT Casework includes a variety of shelving options that are supported from the DIRT wall. They vary depending on weight to be supported and aesthetics. LED lighting can be embedded into the shelving as well.

DIRTT Power & Connected Infrastructure – Detail

38. DIRT Power is a quick-connect, pre-tested and adaptable solution. With DIRT Power, all your electrical requirements arrive on-site to the correct lengths with factory-built components.

39. DIRT Power, like all DIRT solutions, can be redesigned after its initial install, allowing for the space to easily accept what the future brings.

40. DIRT Power offers a variety of modular options for power cabling. The requirements of the client would determine which option is designed: high density, low density, new construction or tenant improvements – there is a solution for all.

41. DIRT Power is designed, specified, and priced in ICE® Software. ICE® instantly creates a real-time 3D experience to explore and modify – with all changes automatically updating the price, specifications and manufacturing instructions.

42. DIRT Networks offers a variety of options to provide best value for the client and reduce labor, materials, and schedule.

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.

DIRTT works in conjunction with our Partner network (see partner list on section 3.2D) to design and execute our clients' projects. Each Partner has a specific DIRT team that provides the end user with preconstruction services and functions as a design-assist partner to the project team. During construction, the local DIRT Partner is a multi-trade subcontractor to the general contractor, installing the specified DIRT solution. After

move-in, the certified team provides warranty work (10 years), ongoing maintenance and repurposing support.

DIRTT can provide services in all 50 states, no territories. DIRTT also provides services in Canada.

- B. 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.

DIRTT Environmental Solutions are offered via our partner network will provide quoting in ICE marked with OMNIA and contract number. Discounts will be shown in RED insuring proper discounts are applied. DIRTT has created instructional workbooks that tell our DIRTT Partners how to apply the contract discounts, terms and conditions to proposals they generate for eligible members. Eligible members, at their option, can issue their PO's to our Partner or to DIRTT without any price or service impacts.

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

The previously mentioned DIRTT Partner network will be the party that is responsible for design solution develop, budgetary pricing proposals, processing member orders, logistics, project management, delivery/installation, reconfiguration and warranty service work. DIRTT Partners either utilize their own internal staff to accomplish this work or subcontract to installation service providers with DIRTT solution experience and certification to install.

Account Name	Billing Street	Billing City	Billing	Billing Zip/Postal Code	Billing Country
Accelerate Built Environments - Lombard	500 Waters Edge Suite 200 Oak Creek Center	Lombard	IL	60148	USA
Accent Commercial Furniture Inc. - Albany adaptt - Plymouth	3 Interstate Ave 2820 Vicksburg Lane North	Albany Plymouth	NY MN	12205 55447	USA USA
AGILE INTERIORS - Houston	7110 Old Katy Road Suite 150	Houston	TX	77024-2155	USA
Agile Walls Inc. - Regina	1325 Halifax Street	Regina	SK	S4R 1T9	CAN
AMP Interior Construction - Buffalo	3901 Genesee Street Suite 800	Buffalo	NY	14225	USA
AOI Corporation - Omaha	8801 South 137 Circle	Omaha	NE	68138	USA
AOS - New Orleans	400 Poydras Street Suite 1700	New Orleans	LA	70130	USA
APG Engineered Solutions - Cleveland		Cleveland	OH	44114	USA
AWC Construction Services - Raleigh	410 S. Salisbury Street, Suite 200	Raleigh	NC	27601	USA
The Berg Group - Chaska	1225 Lakeview Drive	Chaska	MN	55318	USA
Bialek Environments dba Intellistruct - Rockville	530 Gaither Road Suite 300	Rockville	MD	20850-5971	USA
BOLTT - Fishers	12000 Exit Five Parkway	Fishers	IN	46037	USA
BSI Building Service, Inc. - Main Waukesha	W222 N630 Cheaney Road	Waukesha	WI	53186	USA
Built Interior Construction - Kansas	1833 McGee	Kansas City	MO	64108	USA
CDS Commercial Design Services, Inc. dba SHIFTT - Tampa	5805 Barry Road	Tampa	FL	33634	USA
CIS Corporate Interior Systems dba digg - Phoenix	3311 E Broadway Road	Phoenix	AZ	85040	USA
Continental Office - Columbus	5061 Freeway Drive East	Columbus	OH	43229	USA
Compass Office Solutions - Miramar	3320 Enterprise Way	Miramar	FL	33025	USA
Constructiv LLC - Spokane	4301 N Freya	Spokane	WA	99217	USA
Creative Office Resources - Boston	44 Thomson Place	Boston	MA	02210	United States
Corporate Environments - Atlanta	1636 NE Expressway	Atlanta	GA	30329	USA
CWC Carithers-Wallace-Courtenay - Atlanta	4343 Northeast Expressway	Atlanta	GA	30340	USA
D15 - Dartmouth	26 Akerley Blvd. Unit 2	Dartmouth	NS	B3B 1E4	Canada
Division 13 Architectural Solutions - Birmingham	P.O. Box 361198	Birmingham	AL	35236	
Element IWS - Calgary	4411 - 6th Street SE Suite 140	Calgary	AB	T2G 4E8	Canada
Elements - Denver	2501 Blake Street	Denver	CO	80205	USA
Eteriors - Portland	919 SW Taylor, Suite 800	Portland	OR	97205	USA
Evo Business Environments - Little Rock	415 N.McKinley, Suite 1250	Little Rock	AR	72205	USA
First Avenue Office Furnishings - Winnipeg	976 Dugald Road Suite 1	Winnipeg	MB	R2J 0G9	Canada
ForBuild - Somerville	291 Evans Way	Somerville	NJ	08876	USA
G/M Interior Construction dba DIV13 - San Diego	Suite 140, 110 West A Street	San Diego	CA	95691	USA
G.L. Seaman & Company - Carrollton	4201 International Parkway	Carrollton	TX	75007	USA
Gil-Bar Industries - New York	5 West 19th Street	New York	NY	10011	USA
Goodmans Interior Structures - Phoenix	1400 East Indian School Road	Phoenix	AZ	85014	USA
Greenbox-is Interior Solutions - Hartford	36 Huyshope Avenue	Hartford	CT	06106	USA
Henriksen/Butler dba HB Build - Salt Lake City	249 South 400 East	Salt Lake City	UT	84111	USA
ID + A - Louisville	1700 S. 5th Street	Louisville	KY	40208	USA
Improve Group - Albuquerque	3550 Pan American Fwy NE	Albuquerque	NM	87107	USA
Innerspaces Business Furnishings, Inc. - Edmonton	10260 - 106th Street	Edmonton	AB	T5J 1H7	Canada
Innerspaces Ontario Inc. - Toronto	10260 - 106th Street	Edmonton	AB	T5J 1H7	Canada
Innovior Construction - Vancouver	341 West 6th Avenue	Vancouver	BC	V5Y 1L1	Canada
Interior Logistics - Tulsa	1316 East 35th Place	Tulsa	OK	74105	USA
Kuchar Construction, LLC dba PreFab AK - Eagle River	18927 Twenty Grand Road	Eagle River	AK	99577	USA
LERDAHL – Inspired Workplace Interiors - Middleton	PO Box 620586 7182 HWY 14	Middleton	WI	53562	USA
MarxModa - Detroit	751 Griswold Street	Detroit	MI	48226	United States
MOI Maryland Office Interiors - Baltimore	1801 Porter Street.Ste 100,	Baltimore	MD	21230	United States
NOS National Office Systems - Savannah	216 West 42nd Street	Savannah	GA	31401	USA
Contract Furnishers of Hawaii, Inc. dba Office Pavilion - Honolulu	50 South Beretania Street Suite C-208B	Honolulu	HI	96813	United States
Parron Hall Construct - San Diego	9655 Granite Ridge Drive, Suite 100	San Diego	CA	92123	USA
Pigott, Inc. - Des Moines	3815 Ingersoll Avenue	Des Moines	IA	50312-3490	USA
Pivot Interiors - Los Angeles	355 S Grand Avenue Suite 1600	Los Angeles	CA	90071	USA
POI Business Interiors - Toronto	3389 Steeles Avenue East, Unit 120, PO Box #19	North York	ON	M2H 3S8	Canada
Premier - Philadelphia	601 Davisville Rd	Willow Grove	PA	19090	USA
Resource One - Springfield	321 East Adams Street	Springfield	IL	62701	USA
Revolution Interiors - Cincinnati	10830 Millington Ct.	Cincinnati	OH	45242	USA
Sedgwick Business Interiors - Syracuse	100 West Court St.	Syracuse	NY	13204	USA
Servicemark - Seattle	1221 4th Avenue	Seattle	WA	98101	United States
Sharpe Interior Systems, Inc. - Valencia	28045 Harrison Parkway	Valencia	CA	91355-4190	USA
Sheehans Office Interiors - Portsmouth	524 Park Avenue, PO Box 629	Portsmouth	RI	2871	USA
SHIFTT - Rochester	1708 Second Street Southwest	Rochester	MN	55902	USA
Smart Office Interiors - Santa Barbara	601 Pine Ave., Suite A	Goleta	CA	93117	USA
Smartt Interior Construction, LLC - Fargo	PO Box 2002	Fargo	ND	58107-2002	United States
Trium - Montreal	3200 Rue Saint-Patrick	Montréal	QC	H3K 3H5	Canada
Vantis - Santa Clara	2500 De La Cruz Boulevard	Santa Clara	CA	95050	USA
Verto 360 - London	476 Richmond Street, 2nd Floor	London	ON	N6A 3E6	Canada
Workscape, Inc. dba Construkt - Pittsburgh	1900 Lowe Street	Pittsburgh	PA	15220	USA
Workscapes dba BuildScapes - Tampa	501 E Kennedy Blvd	Tampa	FL	33602	USA
WRG - Dallas	2639 East Rosemeade Prkwy	Carrollton	TX	75007	USA

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable. Same as Above

3.3 Marketing and Sales

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

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

DIRTT is a current OMNIA contract holder and no additional strategy to implement the Master Agreements is needed. Our Education and Government Subject Matter Experts will prepare an announcement of a new/ extended OMNIA contract to the DIRTT Sales team and Partners.

The Education and Government Subject Matter Experts will release a co-branded press release within the first 10 days, announcement of award through social media platforms, and participate in conferences as needed.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners 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.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its

term (case studies, collateral pieces, presentations, promotions, etc.)

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

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of 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

DIRTT is a current OMNIA contract holder and no additional strategy to implement the Master Agreements is needed. Our Education and Government Subject Matter Experts will implement the requirements posted above.

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

For existing clients, our local teams will contact them and make them aware of this new procurement vehicle.

Member list will be distributed to all sales teams, and they will request meetings and/or presentations with these eligible entities.

For architects, designers and contractors, our local teams will introduce the contract at all upcoming meetings and presentations.

DIRTT currently works with National Purchasing Partners (NPP), Texas Multiple Award Schedule (TXMAS), The University of California Systems Contract (UCOP) University of California Office of the President, Foundation for California Community Colleges (FCCC). While some entities prefer to use their own awards or different cooperative contracts, OMNIA is our most used contracting vehicle.

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

Supplier will provide.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and

services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

Supplier confirms

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

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

Supplier Confirms

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

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

- i. Executive Support -
Jeff Metcalf, Vice President Finance, jmetcalf@dir tt.com 403-613-9479
- ii. Marketing –
Heather Morgan, Strategic Accounts, hmorgan@dir tt.com 306-220-8988
- iii. Sales- Steve Kennedy, Strategic Accounts, skennedy@dir tt.com 408-578-5262
- iv. Sales Support-
Steve Kennedy, Strategic Accounts, skennedy@dir tt.com 408-578-5262
- v. Financial Reporting- Allison Saundry, Finance asaundry@dir tt.com 403-669-1035
- vi. Accounts Payable – Allison Saundry, Finance asaundry@dir tt.com 403-669-1035
- vii. Contracts- Christina Patton, Contracts, cpatton@dir tt.com 469-799-4537

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

DIRTT's sales force is lead by Kingsley Koch our Vice President of Sales kkoch@dir tt.com. Mark Kinsler reports directly to Kingsley and is our Director of Strategic Accounts mkinsler@dir tt.com. Mark has two subject matter experts that work on the OMNIA Contract. Heather Morgan, our Education Subject Matter Expert and is a Strategic Account Manager hmorgan@dir tt.com. Steve Kennedy is our Government Subject Matter Expert and is also a Strategic Account Manager skennedy@dir tt.com. There are over 50 regional / local sales reps that all ultimately report up to Kingsley Koch.

- I. **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**
DIRTT has existing dedicated Education Subject Matter Expert and Government Subject Matter Expert who have been implementing the current contract and will continue you to do so in partnership with the Omnia field sales team.
- I. **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.**
DIRTT has a dedicated Education Subject Matter Expert and Government Subject Matter Expert presently managing use of the program. Member prospects will be directed to easy sign-up utility on the Omnia webpage. (DIRTT is a current OMNIA contract holder and has a reporting/ submission of fees assigned to the Finance Team). DIRTT also has a Contract Manager that will be responsible for timely contract management/ administration.
- J. **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.**
In calendar year 2021 DIRTT's government public sector sales exceeded \$15M and Education vertical market sales exceeded \$13M. DIRTT has a lengthy list that ebbs and flows annually subject to construction spend dollar allocations within the Federal, State, Local government and K-12 and higher education vertical markets. In many cases sales are facilitated by our nationwide partner network and therefore key contact information would need to be requested from our partners. We are happy to do so but if requested. Note: DIRTT's Omnia sales volumes have been 2018 - \$626,160, 2019 - \$2,125,594, 2020 - \$7,025,408 and thru October of 2021 - \$3,853,731. References from within the Omnia member community can be supplied if required.
- K. **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.**
Since DIRTT distributes through a national net work of Partners, clients do not order DIRTT solutions directly. Partners receive Purchase order and process independently of DIRTT. DIRTT collects all recorded sales via the OMNIA contract and remits payments of fee. Our prior history of Omnia sales, shown above, has perfected our capabilities regarding order management, and the payment process.,
- L. **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").**

DIRTT's past four-year's sales results average to approximately \$3.5M in annual sales. It is our expectation is that we can conservatively anticipate the following outcomes.

\$3,000,000.00 in year one

\$3,000,000.00 in year two

\$3,000,000.00 in year three

Guaranteeing contract sales is a challenging objective given our experience through the global pandemic period and the present inflationary influences that are impacting our opportunities however our funnel of client opportunities is strong, and we will continue to strive to meet and exceed the projections noted above.

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.

DIRTT has graciously paid administrative fees on actual contract sales and not a guaranteed contract sales figure. 2020 and 2021 sales generation has exceed the average figure identified above. We will continue to submit reporting and administrative fees based on actual contract sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

Since DIRTT distributes through a national network of Partners, clients do not order DIRTT solutions directly. Partners will mark all Quotes with the OMNIA Contract number and discount applied. If/ When the contracts awarded the OMNIA Contract number will be on the award contract document (Purchase Order/ Contracts). If discounts exceed the contract discount amounts (negotiable over 250K, sales will be reported, and fees paid to OMNIA). DIRTT collects all recorded sales via the OMNIA contract and remits payments of fee.

Public Agencies rarely refuse to use the master agreement and decline the renegotiated discounts. When they do customers are quoted full Recommended Sales Prices and forgo the negotiated discounts.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this **T B D** day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and **DIRTT Environmental Solutions** “**Supplier**”).

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

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

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

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

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

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

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

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

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

A. OMNIA Partners:

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

B. **Supplier:** DIRT Environmental Solutions
6105 Tennyson Parkway Suite 100
Plano, Texas 75024

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

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

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

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

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

[DIRTT Environmental Solutions]

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

Signature

Name: **Jeff Metcalf**

Title: **Vice President Finance**

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Name: **Jeff Metcalf**

Title and Agency Name: **Vice President
DIRTT Environmental Solutions**

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as **Vice President**____ of and on behalf of [**DIRTT Environmental Solutions**] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [**DIRTT Environmental Solutions**]_____

Signature

Jeff Metcalf, Vice President Finance

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

[illegible]

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 pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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 52.212-3.

(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 52.204-25, 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) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ 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 ☐ does, ☐ 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 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 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 4.2104. 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;
or

(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.*

(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 <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and 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 <https://dibnet.dod.mil>.

(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 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 (JM) _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

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

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 (JM) _____ 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 (JM) _____ 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 (JM) _____ 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 (JM) _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

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

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

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

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

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

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

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

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES (JM) Initials of Authorized Representative of offeror

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 (JM) Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES (JM) Initials of Authorized Representative of offeror

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

Offeror's Name: DIRT Environmental Solutions

Address, City, State, and Zip Code: 6105 Tennyson Parkway Suite 100 Plano, Texas 75024

Phone Number: 469-799-4537 Fax Number:

Printed Name and Title of Authorized Representative:

Jeff Metcalf, VP Finance

Email Address: jmetcalf@dirtt.com

Signature of Authorized Representative: Jeff Metcalf Date: 6/24/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) 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 Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA 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 question 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.

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

Version April 12, 2022

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.

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 federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. 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. Key Definitions.

- i. Federally Assisted Construction Contract. 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. Construction Work. 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. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. 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 subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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. Applicability.** 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. Requirements.** 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 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.
 - 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").

Suggested Language. 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. Standard. 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. Applicability. 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. Requirements. 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.

Sample Language. 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.
- b. Applicability. 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. Suggested Language. 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 such workweek.

(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. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. 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. Funding Agreements Definition. 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. Standard. 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 Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the 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 applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the 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. Standard. 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. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - 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 audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. 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. Standard. 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.
- b. Applicability. 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. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

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, **DIRTT Environmental Solutions**__, 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.

Signature of Contractor's Authorized Official

Jeff Metcalf, Vice President Finance

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
 - 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. ACCESS TO RECORDS

- a. Standard. 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. See 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 Comptroller General.

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.

13. CHANGES

- a. Standard. 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. Applicability. 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.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. 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.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. 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."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. 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. Applicability. 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."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. 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. See 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. Applicability. 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."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: DIRTT Environmental Solutions

Address, City, State, and Zip Code: 6105 Tennyson Parkway Suite 100 Plano, Texas 75024

Phone Number: 469-799-4537 Fax Number: cpatton@dirtt.com

Printed Name and Title of Authorized Representative:
Jeff Metcalf, Vice President Finance

Email Address: jmetcalf@dirtt.com

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	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.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 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: DIRTT Environmental Solutions

Organization Address: 6105 Tennyson Parkway Suite 100 Plano, Texas 75024

Part 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 ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ 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

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

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

Part IV Certification

I, being duly sworn 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):	Jeff Metcalf	Title:	Vice President Finance
Signature:		Date:	

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.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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

Company Name: DIRTT Environmental Solutions
Street: 6105 Tennyson Parkway Suite 100
City, State, Zip Code: P l a n o , T e x a s
7 5 0 2 4

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A 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

2. 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.

Date

Authorized Signature and Title

Jeff, Metcalf Vice President Finance

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	DIRTT Environmental Solutions		
Address:	6105 Tennyson Parkway Suite 100		
City:	Plano	State: Texas	Zip: 75024

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

Signature	<u>Jeff Metcalf</u>	<u>Vice President Finance</u>
	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

xx ☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**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/>

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.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: **Jeff Metcalf**_____ Title: **Vice President Finance**_____

Signature: _____ Date: _____

DOC #9
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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, 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 principals 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

Xx The Vendor/Bidder has no business operations in Northern Ireland; or

☐

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 principals 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 principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title: **Jeff Metcalf, Vice President Finance**

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

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 pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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 52.212-3.

(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 52.204-25, 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) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ 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 ☐ does, ☐ 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 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 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 4.2104. 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;
or

(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.

(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 <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and 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 <https://dibnet.dod.mil>.

(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 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 (JM) _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

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

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 (JM) _____ 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 (JM) _____ 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 (JM) 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 (JM) Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES (JM) Initials of Authorized Representative of offeror

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

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

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

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

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

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

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

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES (JM) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES (JM) Initials of Authorized Representative of offeror

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 (JM) Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES (JM) Initials of Authorized Representative of offeror

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

Offeror's Name: DIRT Environmental Solutions

Address, City, State, and Zip Code: 6105 Tennyson Parkway Suite 100 Plano, Texas 75024

Phone Number: 469-799-4537 Fax Number:

Printed Name and Title of Authorized Representative:

Jeff Metcalf, VP Finance

Email Address: jmetcalf@dirtt.com

Signature of Authorized Representative: Jeff Metcalf Date: 6/24/2022

6/25/2022

TAB 4 Qualifications and Experience

Region 4 Education Service Center (ESC)

Attn: Crystal Wallace, Business Operation Specialist

7145 west Tidwell Road Houston, Texas 77092.

RE: RFP 22-11 Wall System Solutions

Due Date/Time: Tuesday June 28, 2022 2:00PM Central Time

Qualification and Experience

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

DIRTT Environmental Solutions, Inc., incorporated in Colorado. It is a wholly owned subsidiary of DIRTT Environmental Solutions Ltd., a Canadian publicly traded company. DIRTT Environmental Solutions has been regularly and continually engaged in business engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, and services required in this solicitation for over 10 years. Commercial sales of our custom, pre-engineered solutions began in May 2005.

DIRTT is a leading technology-driven manufacturer of highly customized interiors. DIRTT combines its proprietary ICE® 3D design, configuration and manufacturing software with integrated in-house manufacturing of its innovative prefabricated interior construction solutions and an extensive Distribution Partner network across five continents. DIRTT is underpinned by a strong entrepreneurial culture and provides a unique, end-to-end customer solution for the inefficient and fragmented construction industry. Since its humble beginning in 2005, the company has grown to over 1,000 employees with international presence. DIRTT is 100% focused on construction solutions utilizing software we invented to customize any space. Our fit, finish and speed of delivery are unmatched. We deliver complete interior space solutions: Wall assemblies, prefab power and networks, Casework, ceilings, raised floors and timber framing; or any combination of these components. All DIRTT Solutions are designed to integrate seamlessly with one another and to be integrated into a client's existing space.

Describe Offeror's reputation in the marketplace. Describe Offeror's reputation of products and services in the marketplace.

www.dirtt.com

With its industry-leading software and advanced manufacturing practices, DIRTT provides a unique, end-to-end solution for the inefficient and fragmented interior construction industry. The goal is to create

engaging, well-designed, mass-customized, sustainable, high-quality spaces faster, more efficiently and with a better overall customer experience than traditional construction methods allow. DIRTT stands for "Doing It Right This Time". Underpinned by an entrepreneurial and client-focused culture, DIRTT's name reflects our mandate of offering a better way to build by placing as much value on the environment and people as we do on flexible, functional, high-quality design and construction.

DIRTT Environmental Solutions awards include:

International Business of the Year Award – Medium Company – Governor's International.
DIRTT's Enzo™ Approach wins Canadian Green Building Council Green Building Product of the Year Award.

Solution Provider Winner – Association for Learning Environments
International Business of the Year – World Trade Center Savannah

DIRTT and DIRTT Partners' clients range from small owner-managed businesses to multinational Fortune 500 corporations in a range of vertical markets and industries including healthcare, education, financial services, government and military, manufacturing, non-profit, energy, professional services, retail, and technology. DIRTT and our Partners have delivered DIRTT Solutions to more than 7,800 clients.

Please see the link from WorkDesign Magazine Sustainability Spotlight on DIRTT as an example of our reputation in the market place: [Sustainability Spotlight on DIRTT - Work Design Magazine](#)

Describe the experience and qualification of key employees.

Heather Morgan is our Education Subject Matter expert and Strategic Accounts Manager. She has been with the company for more than 14 years 2 years in the Education space. (99+) [Heather Morgan | LinkedIn](#)

Steve Kenndy is our Government Subject Matter expert and Strategic Accounts Manager. He has been with the company for more than 5 years as a direct employee and champion for DIRTT. He has more than 15 years experience in the Government space. (99+) [Steve Kennedy | LinkedIn](#)

Christina Patton our Contracts Manager. She has been with DIRTT over over a year and has more than 15 years experience in Managing Contracts. (99+) [Christina Patton, MBA | LinkedIn](#)

Describe Offeror's experience working with the government sector.

DIRTT is a Federal contract holder. GSA MAS (General Services Administration Mass Award Schedule) for more than 10 years. DIRTT was awarded its third consecutive schedule in September of 2021 for an additional five years. DIRTTs customers include the Department of Defense, Federal Reserve Bank and the Department of Veterans Affairs just to name a few.

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

DIRTT is currently involved in litigation relating to intellectual property (plaintiff), employment (defendant), and other minor commercial matters (defendant). DIRTT has previously been involved in similar litigation matters, which have now been settled. DIRTT has not been involved in a bankruptcy or reorganization.

Provide a minimum of 5 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.

1. Client: MiraCosta Community College

Contact/Title: Susan Asato, Director of Purchasing & Materials Mgmt

Phone: (760) 757.2121

Email: sasato@miracosta.edu

Oceanside, CA

Years of Service: 2018-present

Services encompass DIRTT walls, DIRTT millwork and DIRTT modular power/data across multiple campus buildings.

Omnia DIRTT Sales Thru 10-31-21 = \$972,969

2. Client: County of San Diego

Contact/Title: Josielyn Kaal , Procurement Contracting Officer - Countywide Procurement

Phone: (858) 505-6417

Email: josielyn.kaai@sdcounty.ca.gov

San Diego, CA

Years of Service: 2018-present

Services encompass DIRTT walls, DIRTT millwork and DIRTT modular power/data across multiple county existing and new building projects.

Omnia DIRTT Sales Thru 10-31-21 = \$2,138,076 plus County Attorney's - One Safe Place Project in 2022 in excess of \$4M.

3. Client: Broward College

Contact/Title: Ana Ovalles, Associate V.P. – Facilities Planning & Capital Budgets

Phone: (954) 201-6512

Email: aovalles@broward.edu

Miami, FL

Years of Service: 2018-present

Services encompass DIRTT walls, DIRTT millwork and DIRTT modular power/data across multiple campus buildings.

Omnia DIRTT Sales Thru 10-31-21 = \$592,113 , 2022 in excess of \$500K

4. Client: City of Las Vegas, NV

Contact/Title: Shelly Hayden, Architectural Projects Manager

Phone: (702) 229-6301

Email: shayden@lasvegasnevada.gov

Las Vegas, NV

Years of Service: 2020-present

Services encompass DIRTT walls, DIRTT millwork and DIRTT modular power/data across multiple campus buildings.

Omnia DIRTT Sales Thru 10-31-21 = \$439,248 , Project work in development for 2023.

5. Client: Lane County, OR

Contact/Title: Clay Stilwell, Procurement Manager

Phone: (541) 682-4203

Email: clayton.stilwell@lanecountyor.gov

Eugene, OR

Years of Service: 2020-present

Services encompass DIRTT walls, DIRTT millwork and DIRTT modular power/data across multiple campus buildings.

Omnia DIRTT Sales Thru 10-31-21 = \$382,372 Project work in development for 2023.

If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

Not anticipated.

Provide any additional information relevant to this section.

DIRTT assemblies are certified through SCS Indoor Advantage Gold, recognizing their low-emitting properties and creating healthy spaces for clients.

DIRTT components can be disassembled and reused, repurposed or recycled, limiting landfill waste and new raw material demand.

Below is a brief description of the DIRTT Solutions.

DIRTT Walls

Pre-fabricated, customized interior wall solutions that support new and legacy furniture and can support integrated technology for commercial, healthcare, education, hospitality and residential applications.

DIRTT Power

Quick-connect, pre-tested adaptable power solutions which are pre-fabricated to arrive on-site in correct lengths with factory components ready to go, which eliminates waste and provides future flexibility.

DIRTT Networks

Pre-fabricated, pre-tested and componentized approach to building sustainable network infrastructure, incorporating copper and fiber solutions to offer best value for the project. Similar to DIRTT Power, data infrastructure components arrive on the job site pre-cut to correct lengths and with components ready to go.

DIRTT Casework

Fully customized modular cabinetry that works for any application including healthcare, corporate, education, hospitality and residential. DIRTT Casework integrates seamlessly with DIRTT Walls and other solutions.

DIRTT Floors

DIRTT's low-profile access floor supports modular power and network infrastructure, which in turn provides flexibility for future adaptation and reconfiguration in both existing facilities and new buildings.

DIRTT Timber

Pre-fabricated timber construction for interior mezzanines, structural elements for low-rise buildings and other architectural elements that integrate with DIRTT Walls and other solutions. Completely customized cross-laminated timber and glulam timber solutions.

DIRTT's manufacturing approach is built on a foundation of technology, the centre of which is our proprietary ICE® Software ("**ICE**" or "**ICE Software**"). We use ICE to communicate, present, design, visualize, configure, price, engineer, specify, order and manage projects. ICE allows us to address the challenges associated with traditional construction, including cost overruns, inconsistent quality, delays and significant material waste. Simply put, ICE allows DIRTT to "Wow, Win and Deliver":

"Wow" - ICE creates a 3D model using live data, allowing clients to "fly through" a space at any time during the design process, with any adjustments reflected dynamically. We believe this flythrough experience is unique in the industry and ensures all parties understand exactly what the client is getting. The use of 3D video game-style technology in a design environment is proprietary to DIRTT. We believe this proprietary design feature and our other numerous patents are crucial to

our business and underlie our success. We have further enhanced ICE's capabilities by integrating it with Virtual Reality and Augmented (Mixed) Reality technologies.

"Win" - We believe ICE provides us with a key competitive advantage to winning construction projects because it removes many of the uncertainties associated with the conventional construction process. We believe ICE's product specification ability, combined with its ability to instantly engineer, create shop drawings and price quotes, are revolutionary in the industry. ICE automates other areas of the sales and manufacturing process as well, including product inventory and cataloguing, price quotation, order submission, parts manufacturing and production management.

"Deliver" - Once we are awarded a project, ICE lets us rapidly manufacture custom DIRTT Solutions. The project-specific data created in ICE is conveyed directly to Computer Numerically Controlled (CNC) machines, reducing lead times and deficiency rates. We allocate production among our manufacturing facilities based on proximity and capacity. Regardless of which DIRTT facility or facilities ultimately manufacture project components, ICE has been designed to ensure consistency of production results.

ICE is used throughout the sales process, ensuring consistency with all clients. We begin manufacturing custom DIRTT Solutions once an ICE file is generated and a purchase order is received. ICE allows an entire project to be tracked and managed across the chain of custody through sales, production, delivery, and installation. The ICE file (containing all of a project's engineering and manufacturing data) generated during the design and specification process can be used for optimizing future reconfigurations, renovations, technology integration initiatives and changes to a client's space.

Client: MiraCosta Community College
Contact/Title: Susan Asato, Director of Purchasing & Materials Mgmt
Phone: (760) 757.2121
Email: sasato@miracosta.edu
Oceanside, CA
Years of Service: 2018-present
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Phone: (858) 505-6417
Email: josielyn.kaal@sdcounty.ca.gov
San Diego, CA
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Services encompass DIRT walls, DIRT millwork and DIRT modular power/data across multiple county existing and new building projects.
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Eugene, OR

Years of Service: 2020-present

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Omnia DIRT Sales Thru 10-31-21 = \$382,372 Project work in development for 2023.

DIRTT SUPPLY CHAIN POLICY

Managing A Socially Responsible Supply Chain

Sustainability is a key driver at DIRTT. It is in how we build, and the materials we use. Equally important is ensuring those materials come from reliable companies that follow socially and environmentally responsible processes.

DIRTT only partners with suppliers who can meet our stringent requirements around material specifications, product tolerances and quality of working conditions. We work with established agents who know and understand the local markets to identify suitable sources, and we regularly visit our suppliers to ensure they continue to meet our standards.

While the percentage of offshore components used will vary with each customer, they generally account for 3% - 5% of DIRTT's annual production.

Through ongoing monitoring, DIRTT ensures supply chain and sustainability requirements are constantly met and address new US legislation concerning the use of Conflict Materials. DIRTT is working with its suppliers to document and confirm we maintain a responsible supply chain with strong management systems.

GREEN GLOBES AND DIRTT SOLUTIONS

Green Globes (GG) is a building rating system approved by the GSA for its buildings and use by other organizations throughout North America. Green Globes emphasizes and rewards life cycle considerations. DIRTT's agile solutions combined with our Environmental Product Declarations (EPDs), make us the perfect fit for GG projects.

There are seven categories of assessment under Green Globes, most of which DIRTT can directly or indirectly contribute to. The key performance indicators are energy efficiency, material choice and resource consumption, and indoor air quality.

Here's the wording for GG Interiors: Green Globes® for Sustainable Interiors (SI) provides a healthier, more productive space through a dual-pathway approach to interior build-outs, utilizing either lifecycle assessment (LCA) or Environmental Product Declarations (EPDs).

Below is an outline of the various credits DIRTT solutions can contribute to under Green Globes.

4. MATERIALS AND RESOURCES

4.1 Interior Fit-Outs

Path A – Performance Path

- DIRTT has completed a third-party certified LCA in accordance with the Earthsure Product Category Rule 30162403:2014 for Interior Wall Systems. This LCA was completed to ISO 14025, 14040, 14044 and 21930 standards.

Path B – Prescriptive path

- DIRTT has 15 product-specific Type III EPDs. These cover five major wall assemblies from three different factories.
- Our cradle to grave LCA was performed to ISO 14025, 14040, 14044 and 21930 standards.
- DIRTT is Forest Stewardship Council® (FSC-C006900) chain of custody certified. MDF and veneer can be specified as FSC®.

4.2 Minimized Use of Interior Materials

- DIRTT custom solutions are designed to ensure your space is as functional as possible, which also includes have multifunctional assemblies. DIRTT Leaf™ wall serves as both a solid wall and a folding wall, allowing a space to be open or divided.
- DIRTT solutions also allow for integrated technology in our walls, creating a multifunction wall, whiteboard, and TV or computer screen.
- Sit-stand desks can adjust for height to accommodate various seating or standing arrangements and are wheelchair accessible.

4.3 Deconstruction, Disassembly and Reassembly

- All DIRTT solutions are designed for disassembly (DfD), which allows for them to be deconstructed, disassembled and re-configured. This allows for changes to be made by the client over time to ensure the space is kept up to date in terms of technology requirements, changes in the building and business requirements and industry trends. All this can be done with little to no renovation waste and minimal new material demand. Assembly and disassembly occur with the use of simple tools that DIRTT installation teams are fitted with, which contributes 15 points for 4.3.2.
- DIRTT walls are interior demountable partitions and can contribute 15 points to 4.3.1.3.

4.4 Waste

- DIRTT custom solutions are pre-manufactured to the exact sizes required, which means there is limited to no cutting required onsite. This helps reduce waste generation that may end up in the landfill.
- Packaging used is recyclable in most jurisdictions and reusable packaging is used when possible.
- DIRTT is a pre-fabricated construction method and contribute 5 points to 4.4.1.3.

4.6 Reuse of non-structural Elements

- The precision of DIRTT's manufacturing process means that we have the ability to incorporate customer owned materials (COM) into any DIRTT design. Clients can incorporate salvaged materials or components into their design with no issues onsite.

6. INDOOR ENVIRONMENT

6.2 Source Control of Indoor Pollutants

- DIRTT has numerous assemblies certified with SCS Indoor Advantage Gold™ which ensures they fall within the VOC limits set for this credit. DIRTT uses low VOC adhesives, formaldehyde free materials and finishes and no-VOC Chromacoat.
- DIRTT's Denim insulation contributes bio-based material and 80% post-consumer recycled content as an alternative to conventional insulation.

6.3 Lighting

- Customization of DIRTT solutions allows clients to design their space in a way that helps meet requirements for the daylight factor. Using glass-aluminum wall assemblies and finishes with varying Light Reflectance Values can help meet this credit.

6.5 Acoustic Comfort

- DIRTT assemblies can be modified to meet acoustic requirements set out by Green Globes.

To request DIRTT EPDs, SCS certificates or more information, please contact GreenTeam@dirtt.com.

DIRTT Awards & Accolades

2019

Solution Provider Winner – Association for Learning Environments

2018

International Business of the Year – World Trade Center Savannah

2017

Solution Provider Award – Association for Learning Environments

100 Most Creative People in Business – Barrie Loberg – Fast Company

2016

International Business of the Year Award – Medium Company – Governor's International

2015

Green Building Product of the Year – Enzo™ Approach – Canada Green Building Council

Innovation Process Leadership – Enzo™ Approach – Frost & Sullivan

2014

Cleantech Stock of the Year – Cantech Letter

Resource Revolution: The Biggest Business Opportunity in a Century – Stefan Heck and Matt Rogers

Small Business of the Year Award – Arizona Recycling Coalition

2013

Excellence in Sustainability – Arizona Manufacturers Council

Small Business Winner – Georgia Manufacturer of the Year

Best Managed – Deloitte's 50 Best Managed Companies in Canada (renewed)

International Business Award – Canadian Construction Association

Innovative Classroom of Today – CEFPI World Congress 2012

2012

Finalist – International Design Excellence Awards by IDSA

Rockstar of the New Economy – Fast Company

Best Managed – Deloitte's 50 Best Managed Companies in Canada

2012 (CONTINUED)

Top Movable Wall – Contract Magazine Brand Report

Readers' Choice Awards – Breathe™ Living Wall and Technology Wall – EDC Magazine

2011

Rookie of the Year – B Corporation Champion Awards

Green Exhibitor Award – Advocate Level, Greenbuild International Conference & Exhibition

Best in Show – Booth Design Award, NeoCon East – IIDA and Contract magazine

Excalibur Award – Technology Association of Georgia

Workplace Innovator Award – Step Up Savannah

Gulfstream Community Service Award – Savannah Area Chamber of Commerce

PM100 for Innovation Mastery – Progressive Manufacturing magazine

Bloom Award for Innovative Materials – ASID and Interiors & Sources magazine

Fast Growth 50 Award – Alberta Venture Magazine

Top 10 Green Building Product – Sustainable Industries Magazine

2010

Sustainable Exporter of the Year – Alberta Export Awards

ASID Product Award – Individual (Mogens Smed)

The Calgary Award for Corporate Environmental Achievement

Top Product Award – HEALTHCARE DESIGN Magazine

Fast Growth 50 Award – Alberta Venture Magazine

Manning Award for Outstanding Innovation – (Geoff Gosling)

2008

Top Product Picks – Buildings Magazine and Interiors & Sources

Eco-Product Pick – Interior Design Online

The Alberta Science & Technology Awards – Outstanding Achievement in Technology & Innovation

imagineCALGARY – Leadership in Sustainability Award

NeoCon East – Best Booth Design

2007

Gold: Best Architectural Product – IIDEX/NeoCon Canada

Finalist: Global Innovations Award – CoreNet

2006

Best of Year Award: Architectural Product – Interior Design Magazine

Excellence In Partnership Award: Industry Green Contractor – as chosen by GSA decision makers

2004

Environmental Champion: Mogens Smed – Interiors & Sources Magazine

Environmental Product Declaration for Solid Glass Interior Wall (Savannah)



This Environmental Product Declaration, covering all life cycle stages, was prepared in conformity with ISO 14025, ISO 14040, ISO 14044, and ISO 21930, and in accordance with the Earthsure Product Category Rule 30162403:2014 for Interior Wall Systems. PCR Review Chair Thomas Gloria, LCACP # 2008-3. EPDs prepared under other programs may not be comparable.

Life cycle assessment



PRODUCER

DIRTT Environmental Solutions, the manufacturer of this product, is a building process powered by technology. We're changing the face of construction with software and advanced manufacturing. Custom interior spaces are built faster, cleaner and more sustainably. DIRTT's technology provides certainty on cost, schedule and the final results, while creating a future proof space.

PROGRAM OPERATOR

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428



INDEPENDENT VERIFICATION

Independent verification of the declaration and data, according to ISO 14025: ☐ _internal ☒ _external
Verifier: Thomas Gloria, t.gloria@industrial-ecology.com

ASTM Declaration Number: EPD 096
Dates of Validity: 5/6/2019 to 5/6/2024

Average Life Cycle Impacts and Inventory per m2-30 yr-meeting IBC requirements for interior walls

Climate Change	92.5	kg CO ₂ -eq
Acidification	0.55	kg SO ₂ -eq
Eutrophication	0.13	kg N-eq
Ozone Depletion	2.59E-6	kg CFC-11-eq
Photochemical Smog	6.60	kg O ₃ -eq
Ecotoxicity	0.25	PAF.m3.day
Human Health – Air	0.04	kg PM _{2.5} -eq
Primary Energy Consumption	1,027 172	MJ non-renewable MJ renewable
Freshwater Consumption	1,080	L
Waste Production	3.96E-3 10.7	kg hazardous kg non-hazardous
Material Resource Consumption	40.3 5.77	kg non-renewable kg renewable
Land Use	2.85	m2-yr

Life cycle assessment continued

PRODUCT

This EPD is for an interior solid wall, consisting of an aluminum frame and glass insert. This assembly is manufactured at: 155 Knowlton Way, Savannah, GA 31407 United States

DIRTT's interior walls are designed and manufactured offsite, then installed in a building with a floor-to-ceiling vertical span. They provide a sight, sound, and air barrier; allow for integrated technology and can be disassembled and moved without losing any performance characteristics.

Functional Unit

The functional Unit is one square meter (1 m²) of demountable interior wall for 30 years, meeting the performance standards of the International Building Code.

System Boundary

This EPD is a cradle-to-grave EPD covering all stages of the life cycle of the interior wall system.

Production Stage (Mandatory)			Construction Stage		Use Stage					End-of-Life Stage			
Extraction and Upstream Production	Transport to Factory	Manufacturing	Transport to Site	Installation	Use	Maintenance	Repair	Replacement	Refurbishment	De-construction / Demolition	Transport to Waste Processing or Disposal	Waste Processing	Disposal of Waste
A1	A2	A3	A4	A5	B1	B2	B3	B4	B5	C1	C2	C3	C4

Cut-off

Items excluded from system boundary include:

- production and disposal of capital goods and infrastructure;
- personnel impacts (travel, operation of lunchrooms);
- company management and sales activities that may be located either within the factory site or at another location (furniture, office supplies, energy and water use); and
- installation/demounting/reinstallation.

Allocation Procedure

Allocation follows the requirements and guidance of ISO 14044:2006, Clause 4.3.4. Recycling and recycled content is modeled using the cut-off rule.

Life Cycle Inventory (LCI)

Primary data was used for 26% of all technosphere flows.






For additional explanatory material please contact:

Green Team
greenteam@DIRTT.net

7303 30th Street SE
 Calgary, AB T2C 1N6 Canada
 1-800-605-6707

Life cycle impact assessment results - Savannah

For one square meter of interior wall conforming to the International Building Code for thirty years, using TRACI 2.1 Life Cycle Indicators:

Life Cycle Impact		Total	Stage I: Production	Stage II: Installation	Stage III: Use	Stage IV: End of Life	Units
	Climate Change	92.5	81.0	3.20	0.13	8.13	Kg CO ₂ -eq
	Acidification	0.55	0.51	0.03	0.00	0.01	kg SO ₂ -eq
	Eutrophication	0.13	0.11	0.00	0.00	0.02	kg N-eq
	Ozone Depletion	2.59E-6	2.39E-6	1.77E-7	4.84E-9	2.01E-8	kg CFC-11-eq
	Photochemical Smog	6.60	5.56	0.82	0.01	0.20	kg O ₃ -eq
	Ecotoxicity	0.25	0.22	0.00	0.03	0.00	PAF.m3.day
	Human Health - Air	0.04	0.04	0.00	0.00	0.00	kg PM _{2.5} -eq

Life cycle inventory information

For one square meter of interior wall conforming to the International Building Code for thirty years:

Inventory Item	Units	
Primary Energy Consumption	1,027	MJ non-renewable
	172	MJ renewable
Freshwater Consumption	1.027	L
Waste Production	3.96E-7	kg hazardous
	10.7	kg non-hazardous
Material Resource Consumption	40.3	kg non-renewable
	5.77	kg renewable
Land Use	2.85	m2-yr

Hazardous material content

For one square meter of interior wall conforming to the International Building Code for thirty years (at least 0.1% using California DTSC Candidate Chemical List).

Material	CAS number	Amount (%)
Aluminum	7429-90-5	19.37

Additional environmental information

Recycled Content	9.1% (pre-consumer)
	3.1% (post-consumer)
SCS Indoor Advantage Gold Certified	

HOW DIRTT PLAYS IN LEED V4

The two main categories in LEEDv4 that apply to DIRTT are Materials and Resources (MR) and Indoor Environmental Quality (EQ). Below is a summary of CI credits that DIRTT can contribute to.

MRc1: Long term commitment (max. 10 years for interior). DIRTT provides solutions that are adaptable to changing requirements while also providing the long-lasting qualities required to meet this credit.

MRc2: Life cycle impact reduction. This credit is intended to encourage adaptive reuse and to optimize environmental performance of products and materials. Option 3 in this credit was written specifically to recognize the benefits of premanufactured, modular assemblies such as DIRTT's. The credit states an interior must use at least three of seven avenues for achieving flexibility; DIRTT can contribute to the following option:

- Install accessible floor or ceiling systems for at least 50% of the project floor area;
- Design at least 50% of interior non-structural walls, ceilings, and floors to be movable or demountable;
- Ensure that at least 50% of non-structural materials by cost are reusable or recyclable; or
- Implement flexible power distribution (i.e. plug and play) systems for at least 50% of the floor area so that lighting, data, voice and other systems can be easily reconfigured and repurposed.

MRc3: BPDO – Environmental Product Declarations. Using Environmental Product Declarations (EPDs), we can educate designers and clients about material content. DIRTT's 15 EPDs meet the requirements for maximum credits as product-specific Type III EPDs. There is also an EPD available for the glulam used in DIRTT's Timber solutions.

MRc4: BPDO – Sourcing of Raw Materials. This credit requires that at least one of six options are met for at least 25% by cost of the total value of permanently installed products. DIRTT can contribute to numerous options.

- Cotton-denim insulation and Xorel fabric offer bio-based content.
- DIRTT offers FSC® (FSC-C006900) MDF and Veneer options.
- Recycled content is present in many of our materials in varying amounts. For detailed information or a material breakdown, please contact the green team.

MRc5: BPDO – Material Ingredients. This credit requires at least 20 products from 5 different manufacturers to demonstrate chemical inventory (to 1000ppm) through one of several options. DIRTT has a Health Product Declaration (HPD) for glass that can contribute. We can also offer HPDs for Xorel

MRc6: Construction and demolition waste management. This credit requires total waste materials at the project site to be reduced to 2.5 pounds per square foot (12.2 kg per square meter) of building floor area. Pre-manufactured interiors, such as DIRTT, are essential to achieving this.

IEQc2: Low emitting materials. DIRTT has numerous tested and certified assemblies that meet ANSI/BIFMA furniture emission standards (7.6.1 7.6.2) and CA 01350. The following assemblies are SCS Indoor Advantage Gold certified:

- Glass & Aluminum walls
- No Added formaldehyde (NAF) MDF and Chromacoat tiles
- Magnetic marker board on NAF MDF
- Thermofoil tiles on standard or NAF MDF
- Fabric tiles on NAF MDF
- Veneer on NAF MDF with green Gator Board backing
- Willow glass with NAF MDF
- WriteAway tile
- Millwork drawers
- MGO raised flooring assembly

IEQc9: Acoustic Performance. DIRTT projects can be customized to help the space meet acoustic requirements set by LEED. Please contact info@dirtt.net to learn how projects can be specified for acoustics.

Regional Priority. DIRTT has a distributed manufacturing strategy with four factories located throughout North America. This increases the opportunity for projects to be sourced and manufactured within the 160 km (100 mile) radius set by LEED.

Once a project has reached the final design stage, the Sustainability Team can complete a LEED Calculation to show the breakdown of materials, costs, recycling content, regional content and provide all documentation needed for LEED submittals.

For more information, contact the Greenteam@dirtt.com.

DIRTT's Sustainability Story



This is your in-depth look at how DIRT T walks the sustainability talk. It's a core pillar at DIRT T and something we live and breathe daily. Sustainable behaviors are built into our processes, from the design to installation and beyond. We help our clients have more sustainable projects and spaces for the long term.

Questions? GreenTeam@DIRTT.com



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DIRTT is revolutionizing the construction industry. And the industry needs a good revolution. The material waste, energy use and carbon footprint of constructing buildings – these things show that the industry is in need of a deep reset. Simply recycling and using less intensive materials won't cut it. We need to change the entire approach. The result: Doing It Right This Time.

DIRTT walks our own talk. Each of us, in every part of the company, constantly searches for and implements better ways to deliver sustainable construction projects. We keep an eye on ways to minimize our own waste and energy use during production.

How we're doing it right for our clients' sustainability needs

Construction is one of the most wasteful industries. Approximately 40% of all materials in the landfill come from conventional construction, renovation and demolition.¹ Virgin materials are cut down to size and the remnants disposed of. Wire, drywall, wood, paint, carpet – all these things end up in a garbage bin. A bin you pay for. Then you pay for those bins to be transported elsewhere and dumped. This all happens whether you're recycling or not. And if you are recycling the waste, it now has to be transported somewhere else and energy is used to turn it into something else.

What if you could minimize what goes in the bins and reduce their number?

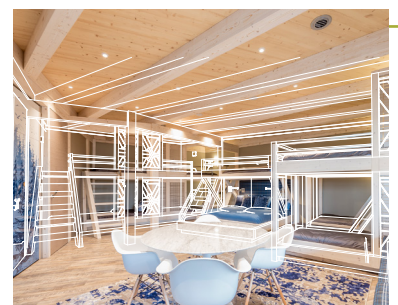
DESIGN

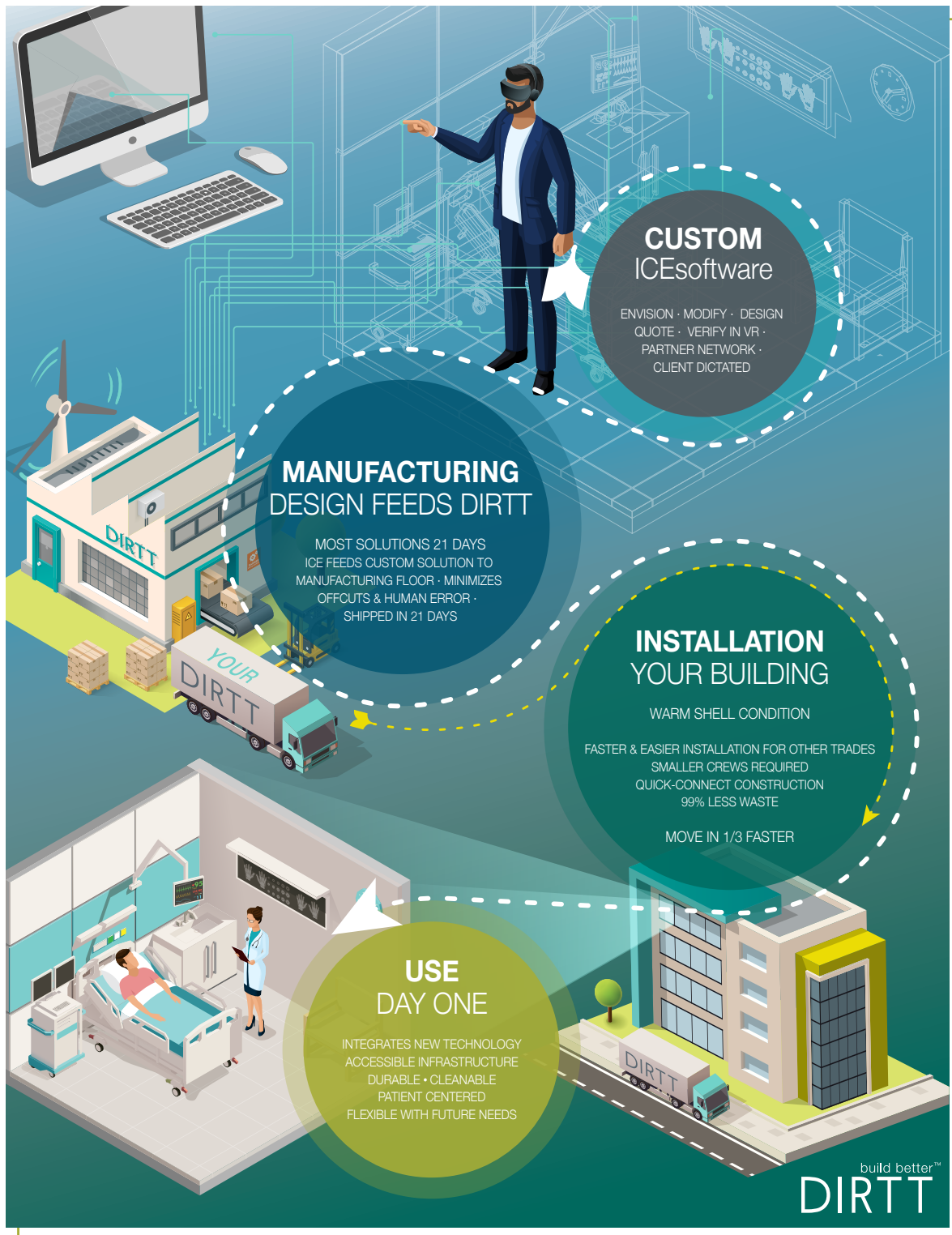
DIRTT produces custom designs driven by our clients. Our regional partner network is there to help you at a local level and our job is to create a solution that reflects your needs and evolves in real time with your vision. We produce your completely unique and precise designs through our software platform called ICE®. Everyone can explore the design in a vivid and interactive 3D videogame experience. Simultaneously, ICE responds to your changes in the design with instant pricing, specifications and production data for manufacturing.

VIRTUAL REALITY

ICE software extends to virtual reality, creating an experience for clients where they truly understand and feel their space. Having the opportunity to walk through your future space in VR helps prevent change orders once the project is complete. This helps save time, money, materials and energy through all stages of the project.

Our virtual interactive technology mitigates the need for producing and building physical mock-ups that waste valuable time, materials and energy. Mock-ups typically don't end up as part of the finished design and are usually disposed of, so we're also reducing waste.





MANUFACTURING

Once approved, your design feeds the production floor machines directly. The process cuts project materials to your custom sizes, mitigating material waste and reducing human error. In as few as 21 days, your interiors are on their way to you.

INSTALLATION

The construction process on-site is a relatively simple process of connecting preassembled components. The result is a move-in ready space with virtually zero material waste on the job site and up to one third faster than conventional construction.

The DIRTT method of construction assists other sub-trades on your project with their sustainability goals too. When 95% of your interior space is produced off-site, the job site itself stays clear and empty. This means everything from flooring materials to lights and HVAC can be installed faster with fewer and smaller crews. On conventional job sites, large crews drive to and from site over a long time period, contributing to global emissions. DIRTT requires fewer tradespeople, over a shorter time period, reducing your environmental impact. Trades are able to minimize material waste because they aren't cutting down and installing their materials around walls, doorways, millwork.

CLIENT USE

Now the sustainability story transfers from DIRTT to your organization. Once moved in, your interior environment is adaptable. It responds with you as you respond to opportunities, new demographics, new technologies and life in general. All without demolition and rebuilding. It's a sustainability story with a powerful return on investment story. Helping you to do more with less.

If you need to make a major change and can't use your DIRTT, you can work with your local DIRTT partner to donate it to a local non-profit. And if worse comes to worse, it is Designed for Disassembly (DFD) – so you can recycle the solution through proper channels.



PATIENT CARE ROOM WITH
EMBEDDED TECH AND MED GASES

STAYING NIMBLE LEADS TO A LONG, HEALTHY LIFE

This may sound like a crazy business plan, but we don't want you to ever replace all your DIRTT.

The average commercial lease is five years, which means renovations are occurring regularly with conventional construction. Alternatively, DIRTT solutions offer easy flexibility and adaptability for a space, so you can negotiate better rates with your landlord to stay longer, knowing your DIRTT solution will grow with you. Repurpose your DIRTT to suit you as your needs change. Little things like moving or adding electrical outlets and TV displays. Big things like turning a large conference room into more workspace. Your space easily integrates new and legacy furniture, fixtures and technology. No matter what they invent next.

Speaking of what's being invented next... We've designed all DIRTT components to be non-generational. Add new DIRTT and it will fit with your old DIRTT. Always.

On some days, like when your plumbing springs a leak, you will be very pleased you no longer have to tear apart walls, just to get at the pipes, and then gather all the trades required to patch the hole and make it look like the rest of the wall. Because you chose to build your space sustainably, with DIRTT, your interiors have accessible cavities. Fixes are easy. Time is saved. Money is well spent. Less waste generated.

The U.S. Green Building Council (USGBC), finds the construction industry accounts for 40% of worldwide energy usage, with estimations that by 2030, emissions from commercial buildings will grow by 1.8%.² Between now and 2035, of the 900 billion square feet of buildings in the world, 16% of the energy consumption will be from the operation of the buildings and 84% will be from the construction of them.³

We need to change the way we build, renovate and maintain buildings. DIRTT can help.

Sustainable components

Design for Disassembly (DFD) – Ever tried to disassemble and reuse drywall? Or your electrical outlets? DIRTT is designed for disassembly, meaning that every component can be disassembled and individually managed. This allows for materials to be reused, reconfigured and eventually recycled at end of life. Environmental consideration during the initial design process is essential to creating a sustainable solution. Reference **Appendix** for DFD drawings.

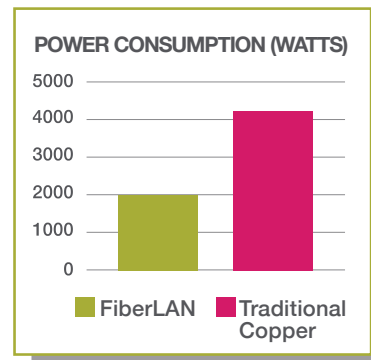
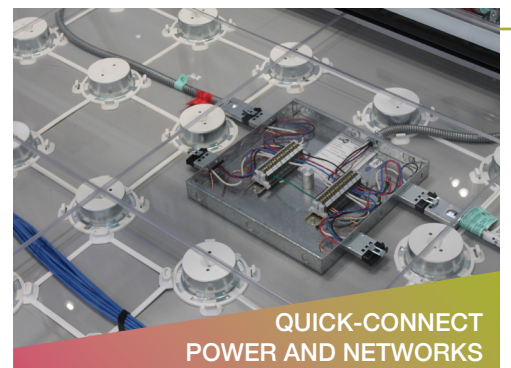
DIRTT Floor – At less than three inches in height, you can run quick-connect power and data at your feet while keeping it accessible for any changes. The minimization of space for your cabling may also be a sustainable benefit for those constructing new buildings.

Quick-Connect Power and Data – Place power and data exactly where you need it and be comforted in the fact you can easily add more or move it around when needed. Everything arrives on-site at exact lengths so no wires or conduit are cut and disposed of.

Passive Optical Networks (PON) – PON for your data means 90% less wiring, less real estate for racks and cables, and less energy needed for cooling. The performance is better and your private information is more secure. A 1,000 feet CAT6 cable weighs 24 pounds on average. CAT6A cables are about 49 pounds per 1,000 feet, while fiber optic cables are less than 12 pounds per 1,000 feet. Fiber optic cables use 50% less plastic than a traditional copper local area network (LAN) and no copper. A PON deployment reduces floor space used for networking by approximately 69% and reduces the cooling energy cost by approximately 74% since all the splitters are passive and require no cooling.

Power Consumption – Passive Optical LAN (POL) is a more energy efficient solution than traditional copper switched networks. A conservative estimate shows that the POL network option uses 1941 watts compared to 4320 watts of a traditional network.

Furring Wall – This is a one-sided DIRTT solid wall that clads over existing walls giving them improved performance while it makes your real estate more efficient. Run power and data, integrate furniture, fixtures and equipment in a previously low performing part of your space. By using your real estate as efficiently as possible, you can take advantage of your cubic feet and stop paying for wasted, unusable space, reducing your operational costs.



Original causes of construction waste⁵

Origins of Waste	Causes of Waste	DIRTT Mitigation
Contractual	<ul style="list-style-type: none"> • Errors in contract documents • Contract documents incomplete at commencement of construction 	
Design	<ul style="list-style-type: none"> • Design changes • Design and construction detail errors • Unclear/unsuitable specification • Poor coordination and communication (late information, last-minute client requirements, slow drawing revision and distribution) 	<ul style="list-style-type: none"> • ICE Software is a fully integrated tool that manages the entire process of design, instant pricing, VR and 3D views. ICE outputs precise manufacturing information for the factories, helping the entire design coordination process while reducing errors in design and manufacturing. • ICE software, 3D views and virtual reality ensure clients get the best feel of their space prior to order and build out, eliminating design changes down the road that generate waste and require new materials.
Procurement	<ul style="list-style-type: none"> • Ordering errors (i.e., ordering items not in compliance with specification) • Over allowances (i.e., difficulties to order small quantities) • Supplier errors 	<ul style="list-style-type: none"> • DIRTT mass manufactures custom solutions and has purchasing power to reduce costs and manage order quantities. • ICE outputs precise procurement information allowing DIRTT to purchase only the required materials for any one job with minimal overage. • The output from ICE is nearly instantaneous reducing the processing time and production lead-times.
Transportation	<ul style="list-style-type: none"> • Damage during transportation • Insufficient protection during unloading • Inefficient methods of unloading 	<ul style="list-style-type: none"> • We have refined our packaging process to ensure there are very limited damages. • DIRTT has three factories, strategically situated, to serve clients in all major North American markets. This reduces the distances between manufacturing facilities and job sites • DIRTT purchases materials from vendors local to each factory, reducing the shipping distances for materials. • Partnerships with our carriers allow us to work closely with them to reduce damages.
On-site management and planning	<ul style="list-style-type: none"> • Lack of on-site waste management plans • Improper planning for required quantities • Lack of on-site material control • Lack of supervision 	<ul style="list-style-type: none"> • DIRTT factories optimizes material use, and the DIRTT solution arrives on-site to the exact size specifications. This means materials do not have to be cut on-site, reducing waste generation and saving clients from paying hauling and dumping fees.
Material Storage	<ul style="list-style-type: none"> • Inappropriate site storage space leading to damage or deterioration • Improper storing methods • Materials stored far away from point of application 	<ul style="list-style-type: none"> • DIRTT solutions show up on-site the day of installation, which helps eliminate the need for storage space and insures materials are not exposed to unnecessary damages during storage.

⁵This table has been expanded upon from its original source: Dajadian, Shant A., and Daphene C. Koch. "Waste Management Models and Their Applications on Construction Sites." *International Journal of Construction Engineering and Management*, 2014, 91-98. doi:0.5923/j.ijcem.20140303.02

Original causes of construction waste cont'd⁵

Origins of Waste	Causes of Waste	DIRTT Mitigation
Material Handling	<ul style="list-style-type: none"> Materials supplied in loose form On-site transportation methods from storage to the point of application Inadequate material handling 	<ul style="list-style-type: none"> Arriving installation ready, reduces the chances of losing or mishandling the solution. Certified teams help to further prevent inadequate materials handling.
Site Operation	<ul style="list-style-type: none"> Accidents due to negligence Equipment malfunction Poor craftsmanship Time pressure 	<ul style="list-style-type: none"> Limiting the number of trades required reduces the amount of materials on-site and the chances for damage. DIRTT factories produce high-quality finishes and assemblies, with nearly perfect consistency. Certified technician teams then ensure high quality installations.
Residual	<ul style="list-style-type: none"> Waste from application processes (i.e., over-preparation of mortar) Packaging 	<ul style="list-style-type: none"> DIRTT utilizes recyclable packaging as much as possible and integrates reusable packaging to help minimize waste.
Other	<ul style="list-style-type: none"> Weather Vandalism 	

⁵This table has been expanded upon from its original source: Dajadian, Shant A., and Daphene C. Koch. "Waste Management Models and Their Applications on Construction Sites." *International Journal of Construction Engineering and Management*, 2014, 91-98. doi:0.5923/j.ijcem.20140303.02

How we're Doing It Right at the DIRTT facilities

ENERGY EFFICIENCY



- Our factories are supported by solar energy, helping to offset the cost of electricity and environmental impact of our operations. See **Appendix** for data.



- All our lighting is low-energy LED. Our offices all use motion sensors.



- Variable frequency drives minimize energy surges and over-consumption in our facilities. This is important because we do not make the same thing over and over. We make what you want us to make. Sometimes that means less energy is needed at one machine and more at another.



- We use cold-UV curing finishing lines for our water-based finishes. The process is completed in minutes instead of the hours needed in conventional oven scenarios. The energy use during those minutes is less intense than the heat required for curing ovens.



- ICE® software allows us to keep our own square footage to a minimum because it drives our material purchasing, minimizing storage space within our facilities. We are able to implement lean manufacturing methods, such as just-in-time production thanks to the software platform. This means our energy use and base building needs are minimized.



- DIRTT actively explores additional opportunities for alternative energy options.

MATERIALS

While the method of building with DIRTT provides you with a very strong sustainability program of reduce, reuse and waste reduction, we haven't forgotten about the materials we use in the process.

We choose only high-performing materials to match our 10 year warranty. All materials in our assemblies meet stringent structural and environmental criteria to ensure human health and well-being during manufacturing and post-installation. We constantly explore and source new innovations for healthier and more environmentally conscious materials. 95-97% of our materials are manufactured and purchased in North America. DIRTT retains full control over our material sources and vendors. Try to find that on a conventional job site.

Aluminum: DIRTT uses aluminum to create our wall frames. It is a strong, light-weight, aesthetically pleasing material, that supports the precision our clients require. It's light-weight character means we are able to cut our energy use and carbon footprint during shipping. We source aluminum with high recycled content whenever possible and are pleased to say we have seen the recycled content continue to increase. For specific values, reference the **Appendix**.



Corning® Willow® Glass: Ultra-thin, light and unexpectedly durable. We developed a proprietary process for printing directly on the glass and adhering it to our MDF tiles. Willow Glass' extreme clarity makes images and colors in your DIRTT space pop. It's also a writable and easily cleanable surface. Regular glass is very heavy and must be shipped on end, taking up valuable space in the shipping container. With lightweight Willow Glass, we ship flat-stack for lower transportation energy and emissions.

Glass: Through our ICE software, DIRTT offers clients the option to source and purchase glass locally as customer's own material (COM) for projects, reducing the transportation distance to the factory.

Fabric – Carnegie Xorel®: DIRTT and Carnegie Xorel® combine to bring you the best in sustainable, durable, high-performance interior spaces. Biobased Xorel® is the world's first and only Cradle to Cradle Certified™ Gold interior textile. IFR Xorel® is Cradle to Cradle Certified™ Silver.

Medium density fiberboard (MDF): DIRTT uses no-added-formaldehyde (NAF) MDF for our solid wall panels. Our NAF MDF contains 92% pre-consumer recycled content (post-industrial). We also offer NAF MDF for millwork solutions and MDF can be specified as Forest Stewardship Council® (FSC-C006900).

Powder coat: Powder coating used on aluminum extrusions contains no solvents and is free of pollutants such as volatile organic compounds (VOCs). It requires only one coat and uses approximately 50% less energy compared to conventional methods, such as metal paint, which requires a primer and two finish coats.

Sound attenuating insulation: DIRTT's wall insulation is 80% post-consumer recycled cotton denim and contains 66% bio-based content. Insulation scraps during the DIRTT manufacturing process are collected and returned for reuse in new products, creating a zero-waste stream. Reference **Appendix** for additional data.

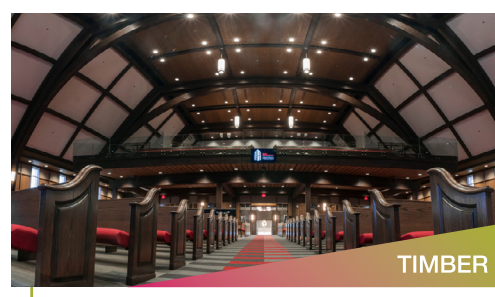
By choosing cotton denim over fiberglass, we eliminate skin irritation and the danger of fibers getting into the lungs of our production teams and our clients' facilities teams.

Thermofoil: Thermofoil is a durable and attractive 3D laminate material, used as a surface finish for tiles and millwork. It is seamlessly thermoformed to a surface, eliminating unsightly lines and sharp corners while creating an infection prevention finish, great for healthcare applications.

Timber: All DIRTT timber is sourced from sustainably managed and harvested forests only (Forest Stewardship Council® or Programme for the Endorsement of Forest Certification).

Using glulam and cross-laminated timber, DIRTT blends the tradition of European craftsmanship with the speed, customization and flexibility of DIRTT's modern manufacturing. The structures deliver more efficient real estate usage with free-standing, multi-level solutions for structures or high-ceiling spaces. They assemble quickly, with minimal labor and re-assembled multiple times with little wear and tear.

Pre-manufactured wood construction results in less waste material, less energy and is considered more carbon neutral than many other materials, such as steel, contributing to its sustainable nature.



Water-based paint: DIRTT is a leader in using water-based, zero-VOC finishes. Our Chromacoat paint is a highly durable, one-coat process. The nine-minute trip through our Italian Giardina finishing line means minimal over-spray and cold UV curing. Painted tiles are packaged right away and are ready to ship. No wasted real estate. No off-gassing.

Water-based stain and lacquer: Our beautiful stains and clear lacquers are water-based with ultra-low VOCs. The stain is applied by hand. (Very low energy use). Since each tree is unique, each veneer accepts stain colors differently. A machine isn't able to differentiate – it takes a trained eye and skill. The lacquer applied over the stain is done on the same type of cold-cure UV finishing line as our Chromacoat paint. Low energy use. Fast. Small real estate footprint compared to conventional curing ovens.

Wood Veneer: We are FSC® Chain-of-Custody certified. DIRTT chooses veneer from suppliers of sustainably grown and cut forests. We insist on the highest quality and least quantity of hardwood for cladding MDF tiles and wrapping aluminum substrates. This is the only place in North America where you can get the strength and durability of aluminum extrusions wrapped in beautiful, real wood. Minimal hardwood for sustainability, with maximum visual impact. (Hardwood, which grows slower than softwood, only accounts for 20% of the world's timber.)

NET ZERO WASTE + RECYCLING

Off-site, manufactured construction offers the best and most controlled opportunities for stopping and diverting waste. At DIRTT, we don't stop there.

Green Team: All DIRTTbags are trained and updated on our waste diversion programs. DIRTT's dedicated Green Team regularly assesses our recycling, materials, waste production and energy use, to identify where improvements are possible. They analyze and implement ways to further reduce offcuts, rationalize material use and create behavioral changes.

Reusable Packaging: We send our sustainability mindset to the job site by utilizing reusable packaging. We use robust spacers we call cookies to stack wall frames. This eliminates the use of 235,000 pounds of lumber every year. Our quick-connect power connectors are protected with molded plastic dust caps. All our shipments include a pre-addressed and pre-paid box so cookies and dust caps can be sent back, piggy-backing on other shipments, to DIRTT for reuse.

To help encourage on-site crews to participate in the return program, we send e-gift cards to those who send back cookies and caps by the pound.



Back at DIRTT, we consistently work with our recyclers and community members to improve existing programs and learn about new opportunities and technologies.

LEAN MANUFACTURING

DIRTT practices lean manufacturing principles at our factories. We follow a path of continuous improvement and adjust our procured materials to reduce off-cut waste and associated costs. Our ICE software provides manufacturing information that is fed to our factories and procurement to ensure that we are always manufacturing just what our client needs, no more and no less. All of DIRTT's factories are in pre-existing buildings, diminishing the negative environmental impacts associated with new construction.

DISTRIBUTED MANUFACTURING AND FREIGHT CONSOLIDATION

The ingrained rules of production inside the ICE platform allow DIRTT to use distributed manufacturing. Facilities are strategically located throughout North America, bringing us closer to our key markets, while supporting our local economies. Mitigating risk, reducing travel and shipping distances, while limiting the associated environmental impacts are thanks to our ability to produce using distributed manufacturing.

DIRTT's shipping team works with certified SmartWay Transport Partnership companies. They use fuel efficient trucks, reducing emissions from distribution. Our shipping team works to consolidate less than full load (LTLs), economy and freight run shipments to minimize the number of unfilled delivery trucks. This underlines the importance of retained control over where your materials come from and how our DIRTT assemblies get to their final destinations. With conventional construction, there is no single entity among the numerous trades encouraging a consolidated and efficient approach to distribution.



Transparency

DIRTT was the first prefab manufacturer and construction company. Our goal is to move the industry towards greater transparency.

DIRTT partnered with Climate Earth to complete a full life cycle assessment (LCA) of our assemblies, from extraction of raw materials to product end of life. See **Appendix** for the LCA boundaries. The LCA provided the required information to scientifically measure the environmental impacts of our assemblies and publicly disclosed this information by publishing and verifying 15 Environmental Product Declarations (EPDs). We now use this information to educate designers and clients about our materials. See **Appendix** for an example of our Savannah glass-aluminum wall EPD.

During this time, we also completed several health product declarations (HPDs) to further increase our transparency on select material choices for you to build with. Data from the LCA, EPDs and HPDs act as an important indicator for where the company stands in terms of sustainability goals, and areas for further improvement.



Green Building Rating Systems

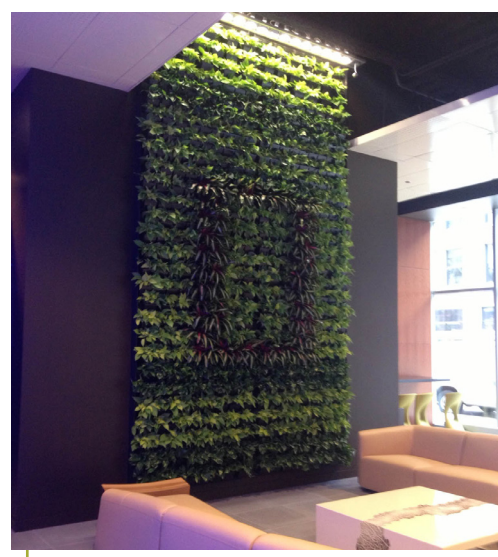
Worldwide, the building sector contributes 30% of global annual greenhouse gas emissions resulting mostly from their construction, renovation and demolition.

The creation of Green Building Rating Systems (GBRS) aims at mitigating these impacts through sustainable design, while creating healthier environments for occupants. DIRTT goes above and beyond what most GBRS require by offering a more holistic approach to sustainable interiors.

Our commitment to selecting healthy and sustainable materials ensures that we contribute to requirements for material selection, recycled content and air quality. Nearly all DIRTT assemblies have been tested and certified as SCS Indoor Advantage Gold, meeting CDPH Standard Method V1.2 testing. This recognizes DIRTT's assemblies for their low emitting properties. These certificates are available upon request. For a list of certified assemblies and a sample, reference the **Appendix**.

DIRTT recognizes numerous GBRS, such as LEED, WELL Building Standard® and the Living Building Challenge, all of which DIRTT solutions can contribute to.

For a full list of credits and GBRS DIRTT can contribute to, email GreenTeam@DIRTT.com.



Culture of sustainability

DIRTT's unique culture is the foundation that we are built upon. We foster a culture of empowerment. Employees are encouraged to find sustainable solutions and make decisions to ensure each client has an outstanding experience. We pride ourselves in our open and collaborative work environment, creating a space that allows for creativity and innovation.

We do this by supporting telecommuting and encouraging the use of carpools, public transportation and cycling to work.

Our in-house chefs provide hot, healthy lunches daily, ensuring everyone is well fed and reducing the need to travel off-site for lunch. It's hard to believe that it saves nearly 549,975km (340,984 mi) of driving each year. Additionally, we have an extensive compost program for all our food scraps and paper towels. This prevents large amounts of carbon dioxide and methane emissions from being released at landfills. For exact values, reference the **Appendix**. Our kitchens are equipped with reusable cutlery, cups and plates, and when needed, our disposable items are all certified compostable.

DIRTT supports a paperless culture by using all electronic marketing tools without printed materials, further diminishing environmental impacts. We use our electronic newsletters and communications to educate employees on various sustainability programs and share tips on how to be a sustainable DIRTTbag.

Conclusion

Construction is globally the biggest consumer of raw materials. Buildings, and particularly the construction of them, are responsible for 35% of greenhouse gas emissions in Canada.⁴

It's time to build better. And like most good things in life, it's what's inside that counts most.

Our mission is to create personalized, high-performance spaces that are environmentally sustainable during their construction and over a long and productive lifecycle. This approach happens to coincide with providing a powerful return on your investment.

Because we aren't Doing It OK This Time. We're Doing It Right This Time so you can too.

References

¹ World Economic Forum “Future of Construction”

http://www3.weforum.org/docs/WEF_Shaping_the_Future_of_Construction_full_report_.pdf

² <https://www.epa.gov/sites/production/files/2015-01/documents/rif-cd.pdf>

³ <http://www.cbo-eco.ca/en/index.cfm/starting/choosing-a-location/understanding-your-business-lease/>

⁴ https://www.cagbc.org/cagbcdocs/advocacy/CaGBC_Roadmap_for_Retrofits_in_Canada_2017_EN_web.pdf

⁵ Dajadian, Shant A., and Daphene C. Koch. “Waste Management Models and Their Applications on Construction Sites.” International Journal of Construction Engineering and Management, 2014, 91-98. doi:0.5923/j.ijcem.20140303.02

Samuel, S., & Mehtab, N. (2014). REVISITING THE CASE OF SUSTAINABLE CONSTRUCTION VIA LCA – BUILD NEW OR REUSE? Retrieved from <http://www.serfgreen.org/wp-content/uploads/2013/09/Revisiting-The-Case-For-Sustainable-Construction-Via-LCA-Build-New-or-Reuse.pdf>

Appendix

Design for Disassembly

DIRTT solutions have been designed for disassembly, which drives the ability to have a flexible and adaptable solution.

Alternative Energy

DIRTT has invested in alternative energy to help offset the environmental impacts associated with manufacturing. We generate over 93,000 Kwh per month of alternative energy in Phoenix, and over 93,000 kwh per month in Calgary. We have completely changed all our lighting to LED. In our Calgary wood shop, this allowed us to reduce our energy consumption related to lights by 50%.

Aluminum Recycled Content

We aim to purchase aluminum with a high recycled content whenever possible.

Recycled Content Calculations

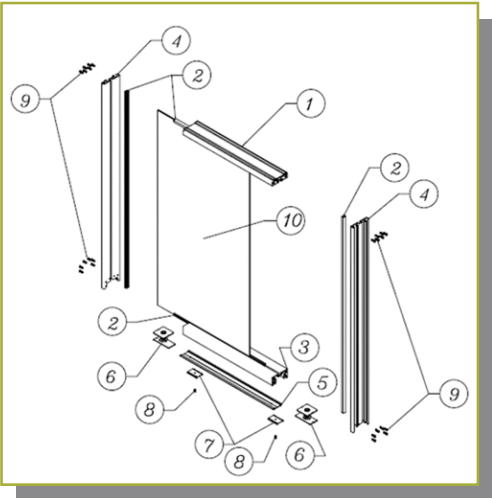
	PRE-CONSUMER %	POST-CONSUMER %
CALGARY	40%	11%
PHOENIX	42%	10%
SAVANNAH	38%	18%

Cookies

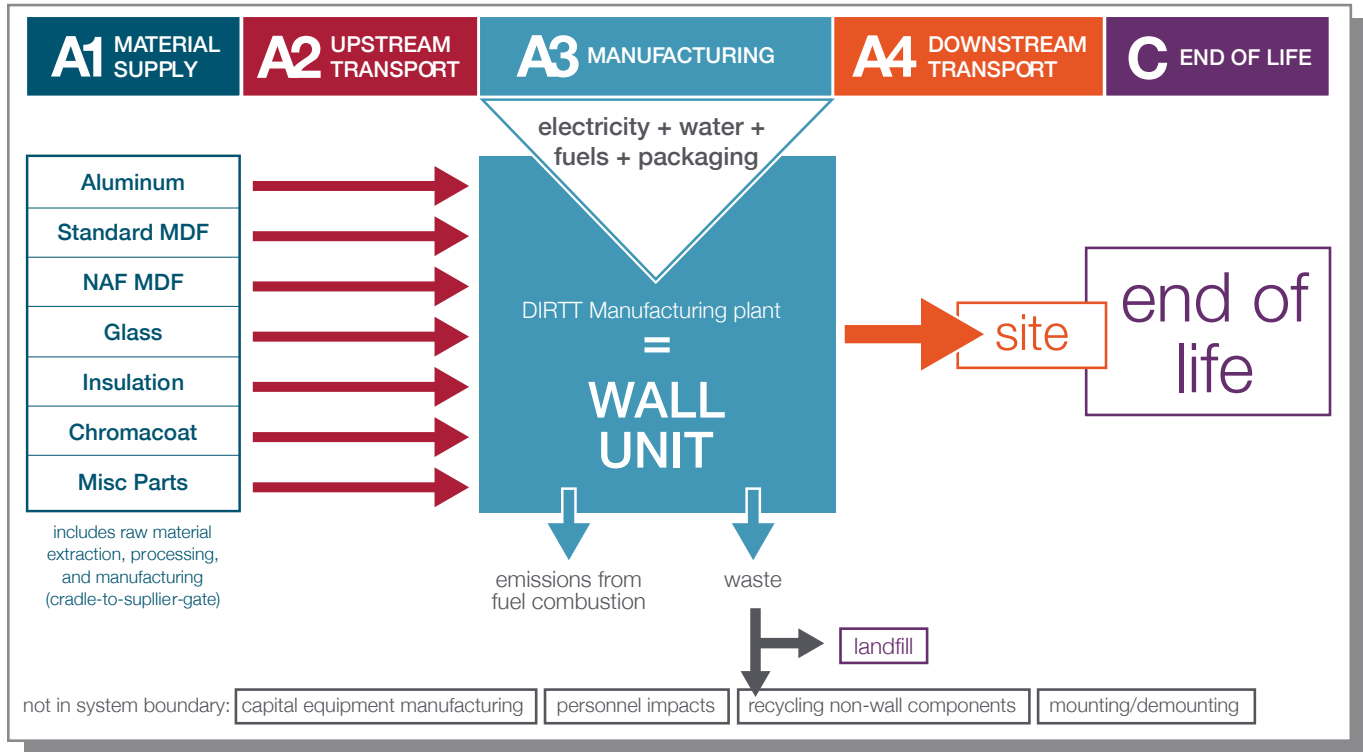
DIRTT works to reduce waste generation. One effective method is through our closed-loop program with our insulation supplier. DIRTT sends back over 5,000kg per year of insulation off cuts to our supplier, all of which is manufactured into new batches of insulation.

Introducing the Cookie, a packaging component, has helped us eliminated wooden two-by-four's from being used in shipping. The light weight, small, reusable packaging component helps save space during transportation, lightens the load and saves money. We estimated this has helped us save 235,000 pounds of wood from being used each year, the equivalent of approximately seven 30-meter-tall trees at one meter in diameter. Through our Cookie return program, we have had over 95,500 Cookies returned for reuse.

Isometric of design for disassembly



Life Cycle Assessment Boundaries Graphic



*Personnel impacts related to electricity use in employee lunch rooms were included.

Life Cycle Assessment

The above graphic demonstrates the boundaries set for DIRT's Life Cycle Assessment that was carried out in 2014. This demonstrates a full scope approach.

Environmental Product Declarations

Our Environmental Product Declarations help us measure the impacts of our wall solutions and provide us with information on where and how we can further improve. To the right is DIRT's EPD for a glass-aluminum wall from our Savannah, GA factory.

SCS Indoor Advantage Gold

With our commitment to sustainability and creating healthier interiors, we have certified numerous assemblies through SCS Indoor Advantage Gold®. These certificates confirm the low-emitting properties of the assemblies in relation to indoor air quality, ensuring our clients have a sustainable and healthy interior solution for their space.

Composting

As part of our commitment to leadership and waste mitigation, we implemented a compost program to divert all our food waste and organic material from the landfill. This prevents approximately 36.75 metric tons of methane from entering the atmosphere yearly. Methane is 25 times more efficient at absorbing heat over 100 years compared to carbon dioxide.

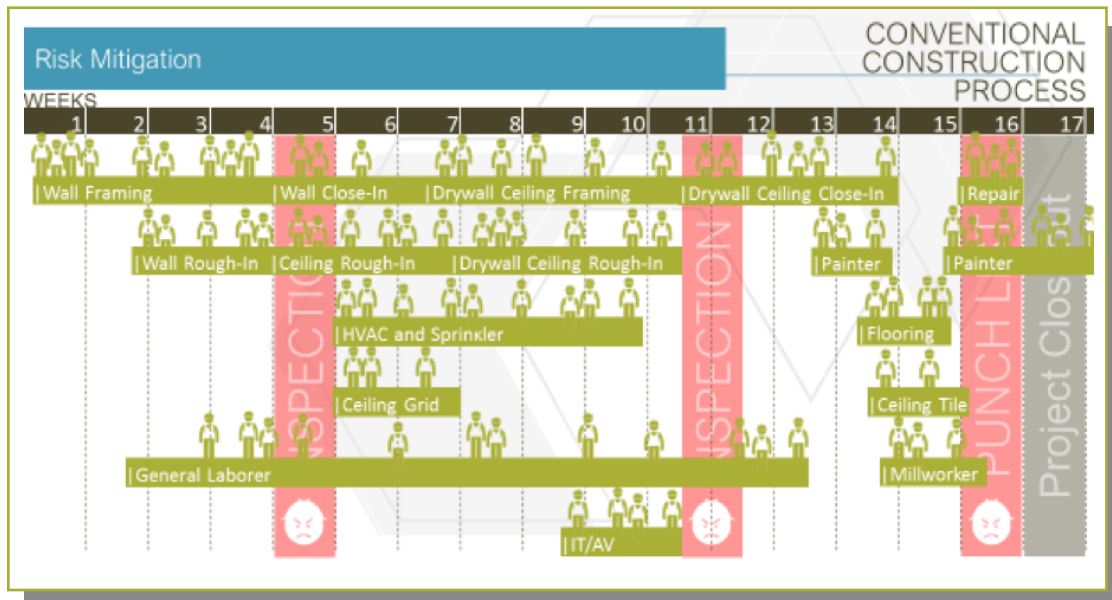
Snapshot of Savannah Glass Aluminium Wall EPD

Summary of Life Cycle Impacts and Inventory per m ² -30 yr, meeting IBC requirements for interior walls		
Climate Change	85	kg CO ₂ -eq
Acidification	0.68	kg SO ₂ -eq
Eutrophication	0.26	kg N-eq
Ozone Depletion	1.1 E-5	kg CFC-11-eq
Photochemical Smog	7.9	kg O ₃ -eq
Ecotoxicity	2900	CTUe
Human Health-Air	0.087	kg PM _{2.5} -eq
Primary Energy Consumption	1100	MJ non-renewable
	0.22	MJ renewable
Primary Energy Consumption	0.010	kg hazardous
	26	kg non-hazardous
Primary Energy Consumption	81	kg non-renewable
	10	kg renewable
Fresh Water Consumption	3.8E+5	L
Land Use	37	m ² -yr

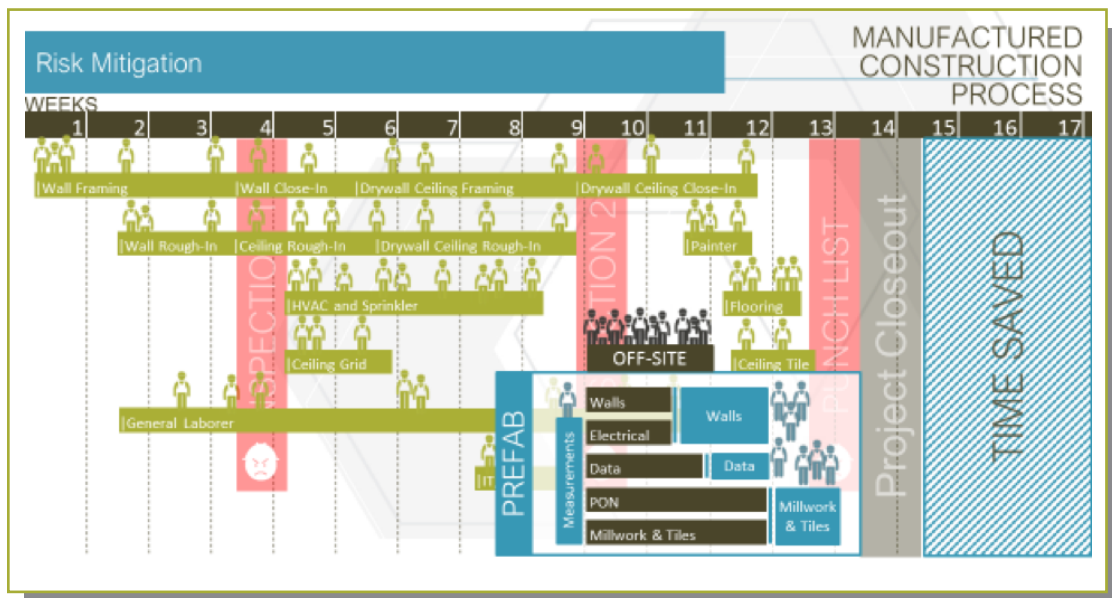
Conventional Construction versus DIRTT

The following graphics compare the process involved for a conventional construction build out to a DIRTT build out. Notice changes in the size of crew required, the time needed for various trades and the overall time line of the project installation. Prefabricated solutions allow trades to operate in an empty and open space, cutting the project time line and reduce the number of tradespeople needed. DIRTT is helping clients get into their space faster with a sustainable solution that will adapt with them overtime.

Conventional Construction Process on a 16-week Build Out



Comparative Prefabricated Solution Process Reduced to 13-week Build Out



DIRTT's Sustainability Story



build better™
DIRTT

Environmental **INITIATIVES**

DIRTT'S HOLISTIC COMMITMENT TO SUSTAINABILITY

DIRTT is revolutionizing the interior construction industry by **placing sustainability at the core** of everything we do.



Approximately 40% of all materials in the landfill come from conventional construction, renovation and demolition.

Material waste, energy use and a large carbon footprint are just some of the things that make the construction industry in desperate need of a reset. Simply recycling and using less intensive materials won't cut it. The entire approach needs to change. The result: Doing It Right This Time. Here are some initiatives that demonstrate DIRTT's holistic commitment to sustainability.

TRANSPARENCY

- We continued to measure our environmental impact by conducting a second Life Cycle Assessment for 2018.
- DIRTТ has completed our 2017 and 2018 carbon footprint in accordance with the GHG Protocol.
- DIRTТ released our first **Environmental, Social, and Governance (ESG) Report**, outlining our approach to responsible practices in three areas. Our people, products, and processes.

DIRTT collaborates with suppliers to increase recycled content and source sustainable materials.

At DIRTТ, sustainability starts during design. Virtual reality lets people create, explore and change their space digitally. It eliminates the need for physical mock-ups, limiting waste.

TECHNOLOGY-BACKED LEAN MANUFACTURING

- DIRTТ's proprietary software – ICE® – sends manufacturing details directly to machines on our factory floors, reducing error and offcut waste.
- DIRTТ uses technology-based nesting machines to maximize speed and material efficiency. This reduces waste generation and raw material demand.
- Our ICEreality experience eliminates the need for physical mockups as it allows clients to walk through their space virtually before construction begins. This reduces travel demand on clients and cuts waste associated with building mockups.
- ICE allows clients to source materials, such as glass, locally. This increases regional content, benefits local economies and lowers transportation needs.
- Our ICEcycle software lets clients reconfigure and reuse their existing DIRTТ solutions, ensuring their interior remains relevant over time.



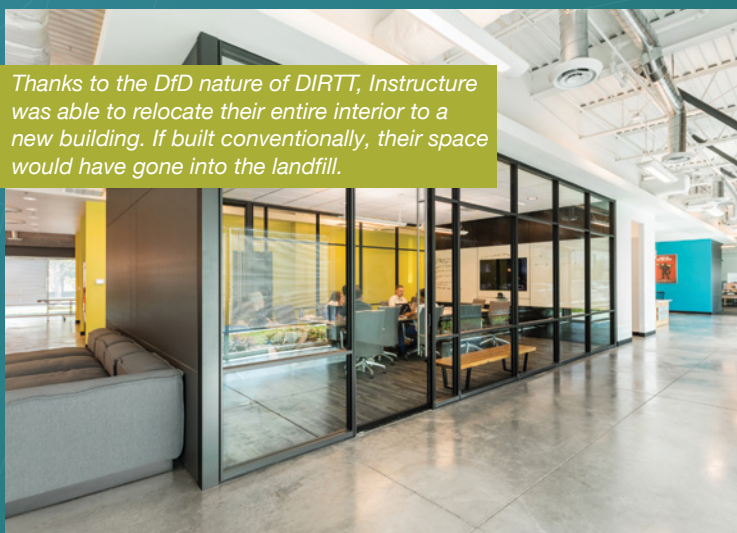
SUSTAINABLE PRACTICES AT OUR OPERATIONS

- DIRT TT's distributed manufacturing strategy helps reduce the distance from a DIRT TT factory to a client's jobsite, limiting transportation and associated environmental impacts.
- We developed an innovative reusable packaging material called the Cookie. It limits the amount of lumber used in shipping. Less packaging means more frames can be placed in a truck, reducing the number of trucks needed for a job. Cookies are returnable through our incentive program and are designed to be reused indefinitely.

DIRTT works with industry leaders to improve waste management and diversion in all of our factories.



DIRTT's insulation is 80% post-consumer recycled denim. 100% of our factory off-cuts are sent back to be recycled into more insulation.



Thanks to the DfD nature of DIRT TT, Instructure was able to relocate their entire interior to a new building. If built conventionally, their space would have gone into the landfill.

SUSTAINABILITY IN SOLUTIONS

- DIRT TT solutions are Designed for Disassembly (DfD), giving clients the ability to reconfigure, reuse and repurpose their solutions. DfD prevents waste and new material demand during the use stage. It gives clients access to their wall interiors without demolition and makes individual component-based repairs possible.
- Passive Optical Network (PON) solutions help reduce energy consumption during use and limit cooling requirements in data rooms. This can generate energy savings of up to 75% when compared to traditional copper networks.
- DIRT TT sources materials that benefit the planet. This includes recycled cotton-denim insulation, no-VOC Chromacoat, water-borne finishes, materials with high recycled content, as well as solutions free of formaldehyde and PVC.
- Sustainable materials contribute to improved indoor air quality and a safer manufacturing environment. SCS Indoor Advantage Gold certified assemblies confirm low emissions.
- DIRT TT is certified for handling Forest Stewardship Council® (FSC-C006900) wood products (Chain of Custody number: SCS-COC-000848).
- Our solutions meet rigorous criteria for Living Building Challenge and Healthy Hospitals Initiative, and can contribute to rating systems such as LEED, WELL and Green Globes.



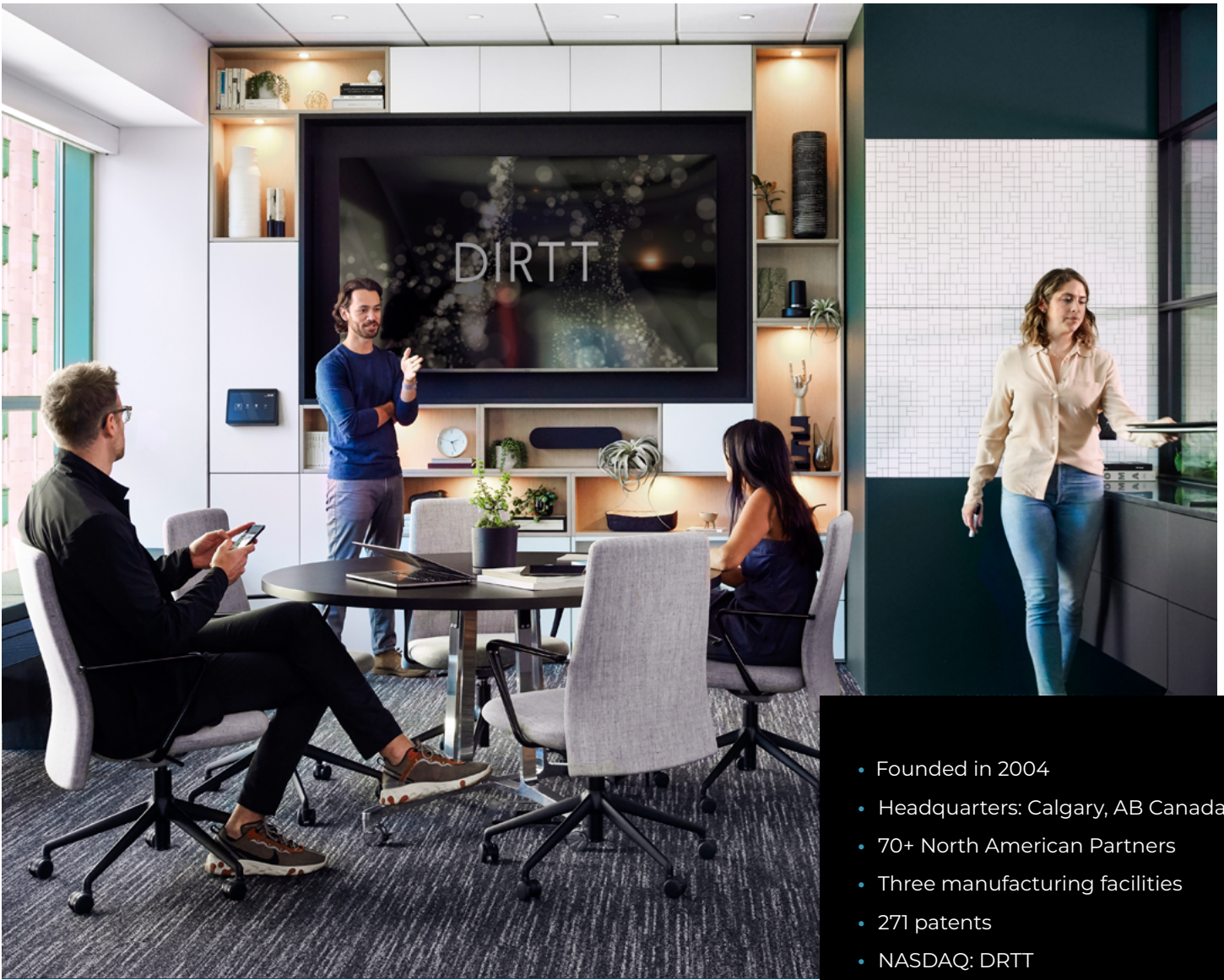
ENVIRONMENTAL INITIATIVES AT OUR FACTORIES/OFFICES

- DIRT T's factories use LED lighting, sensor lighting, low-flow water fixtures and hand dryers wherever possible. These initiatives reduce energy consumption at our facilities.
- Company financial incentives help limit the need for independent commutes by supporting telecommuting and carpooling. This helps reduce CO2 emissions produced by employees.
- DIRT T serves lunch for employees at each of our locations, eliminating the need for them to drive offsite.
- DIRT T locations have composting and recycling streams to reduce waste. For materials that cannot be traditionally recycled, we are always seeking out alternative reuse strategies through local organizations and programs to help close the loop on our material use.

DIRT T's Calgary and Phoenix locations have solar arrays that help offset our energy demand.

For more information, visit our full sustainability story online or contact the GreenTeam@DIRTT.com

build better™
DIRTT



- Founded in 2004
- Headquarters: Calgary, AB Canada
- 70+ North American Partners
- Three manufacturing facilities
- 271 patents
- NASDAQ: DIRT
- TSX: DRT
- GSA contract: #GS 07F 0005T

DIRTT is interior construction powered by technology.

Resilient modular interiors are built faster, cleaner, and more sustainably with DIRT. We use our proprietary ICE® software to empower the design process, manufacture with precision, and rapidly install customized spaces. Our interior construction systems are designed to deliver long-term value and flexibility.

DIRTT



READILY RESPONSIVE SPACES THROUGH MODULAR DESIGN

Designing and building spaces shouldn't be an exercise in predicting the future. As businesses, healthcare, education, and technology all continue to evolve, environments today must be adaptable to respond to unforeseen changes. With DIRT's integrated solutions, any space can be quickly converted or modified. Organizations can respond to their changing needs without major renovation, cost or waste. Universal and non-generational components are designed for non-obsolescence.

Envision and Build

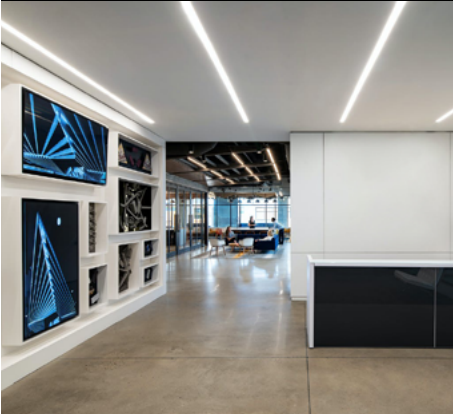
- New builds
- Renovations
- Expansions
- Standardized facilities
- Adaptive reuse
- Temporary facilities that can be repurposed

CUSTOM SOLUTIONS DRIVEN BY TECHNOLOGY

DIRT's software empowers real-time decision making during design. We translate your designer's vision into custom DIRT solutions with resources and support that align with your workflow. 3D visualizations allow clients to collaborate live on design decisions and refinements. All pricing and manufacturing information is calculated instantly while changes are made. Once finalized, our software sends all the manufacturing information to our factory where their entire interior space is manufactured in 21 days or less.

EXPLORE FEATURED PROJECTS

WORKPLACE



HEALTHCARE



EDUCATION



GOVERNMENT



HOSPITALITY



- Over 15 years of experience building interiors.
- More than 7,800 clients worldwide.
- Worked with over 30% of the Fortune 500.
- Shipped over \$1 billion of solutions.
- 800+ healthcare projects completed.
- Nearly 800 unique education clients.

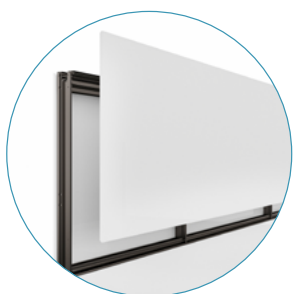
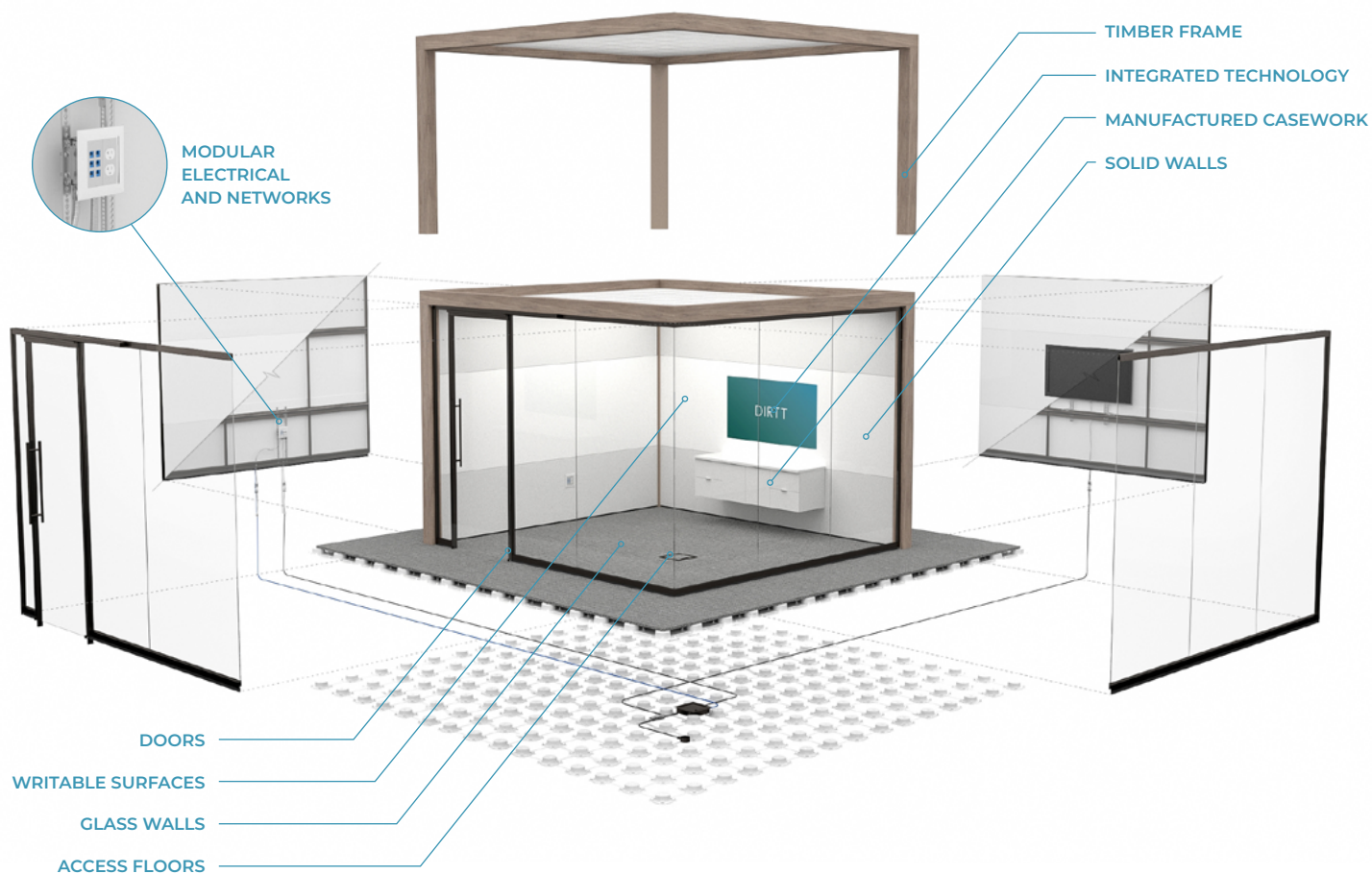
EXPERTISE

DIRTT delivers innovative spaces to improve the way people work, heal, and learn. Integrating all the components of interior construction means spaces can be tailored to suit client needs. Our approach goes further than traditional prefab construction. We embrace total customization in design, scale, complexity, and finishes. Spaces aren't limited to a catalogue of options.

We translate expertise across industries to bring the best approach to every space we build for our clients. DIRTT has constructed spaces for the world's biggest brands, leading healthcare facilities, learning institutions, and more.

THE DIRTT SCOPE

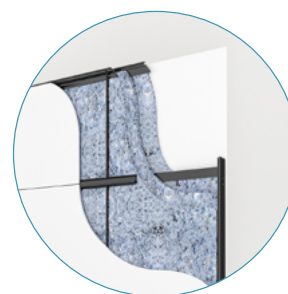
Together with our partners, DIRTT builds all elements of a thoughtfully designed interior space. We build it faster, more precisely, and with less waste than conventional construction. Elements are planned, integrated, and manufactured in our state-of-the-art facilities. Our on-site installation is clean and efficient. Spaces are move-in ready sooner with quick-connect solutions to reduce labor hours. Modularity provides easy access to systems within the wall and ensures long-term flexibility.



Removable Wall Panels
Easy access to the wall cavity for new technology integration or maintenance.



Simple Architectural Connections
Custom manufactured solutions precisely fit existing base building conditions.



Integrated Acoustical Performance
Sustainable, noise-reduction via recycled denim insulation.

ADAPTABLE ➞ See DIRT™'s flexibility in action

- Precision-manufactured solutions look and perform like permanent interiors, but can be disassembled, adjusted, or reconfigured to accommodate changing needs or new technology.
- DIRT™'s ICE® software can reconfigure your existing DIRT™ solutions.
- New technology, components, and accessories can be seamlessly integrated at any time.
- Minimizes the need for downtime associated with post-occupancy renovation projects.
- Easy access to wall cavities makes ongoing maintenance, upgrades, and changes, simple and clean.



FAST ➞ See DIRT™'s speed in action

- Manufacturing lead time for DIRT™ solutions is 21 days.
- On-site construction is completed in a fraction of the time of conventional construction with minimal mess and waste to manage.
- Advanced 3D visualizations allow subcontractors to see exactly how they will interact with the DIRT™ scope on-site.
- Spaces are move-in ready sooner; quick-connect solutions built with extreme precision reduce labor hours while providing easy access to power, data, mechanical, plumbing, and technology systems within the wall.



ON BUDGET

- Total cost certainty before you finalize design.
- Proprietary software calculates the cost of the DIRT™ scope down to the penny.
- Quoted DIRT™ cost remains consistent throughout the contract, limiting risk of overruns.
- High-performance materials reduce maintenance.
- Less disruptive maintenance and increased flexibility reduces costs over the total life of your space.

DIRT™

SAFE

- DIRTТ assemblies are certified through SCS Indoor Advantage Gold, recognizing their low-emitting properties and creating healthy spaces for clients.
- The factory construction process means fewer tradespeople needed on job sites.
- DIRTТ's experience in building healthcare environments allows for sharing of best practices to create safe environments for other industries.
- Surfaces are easy to clean and disinfect. Healthcare-grade designs and finishes available.
- Ability to integrate touch-free technology.

PEOPLE-FOCUSED

- Customizable solutions to meet unique needs.
- Adapt to emerging technology and industry expectations quickly and confidently.
- Ability to explore in virtual reality before the space is built to ensure desired outcome and test functionality.

INTEGRATED

- DIRTТ ensures solutions integrate seamlessly with the rest of the build.
- Construction partners manage DIRTТ scope to ensure schedules are met.
- Accommodations for plumbing, technology, acoustics management, and MEP are considered during manufacturing. Finishes and pre-wired power and networks are integrated into DIRTТ solutions during manufacturing.



Our network of 70+ authorized partners across North America:

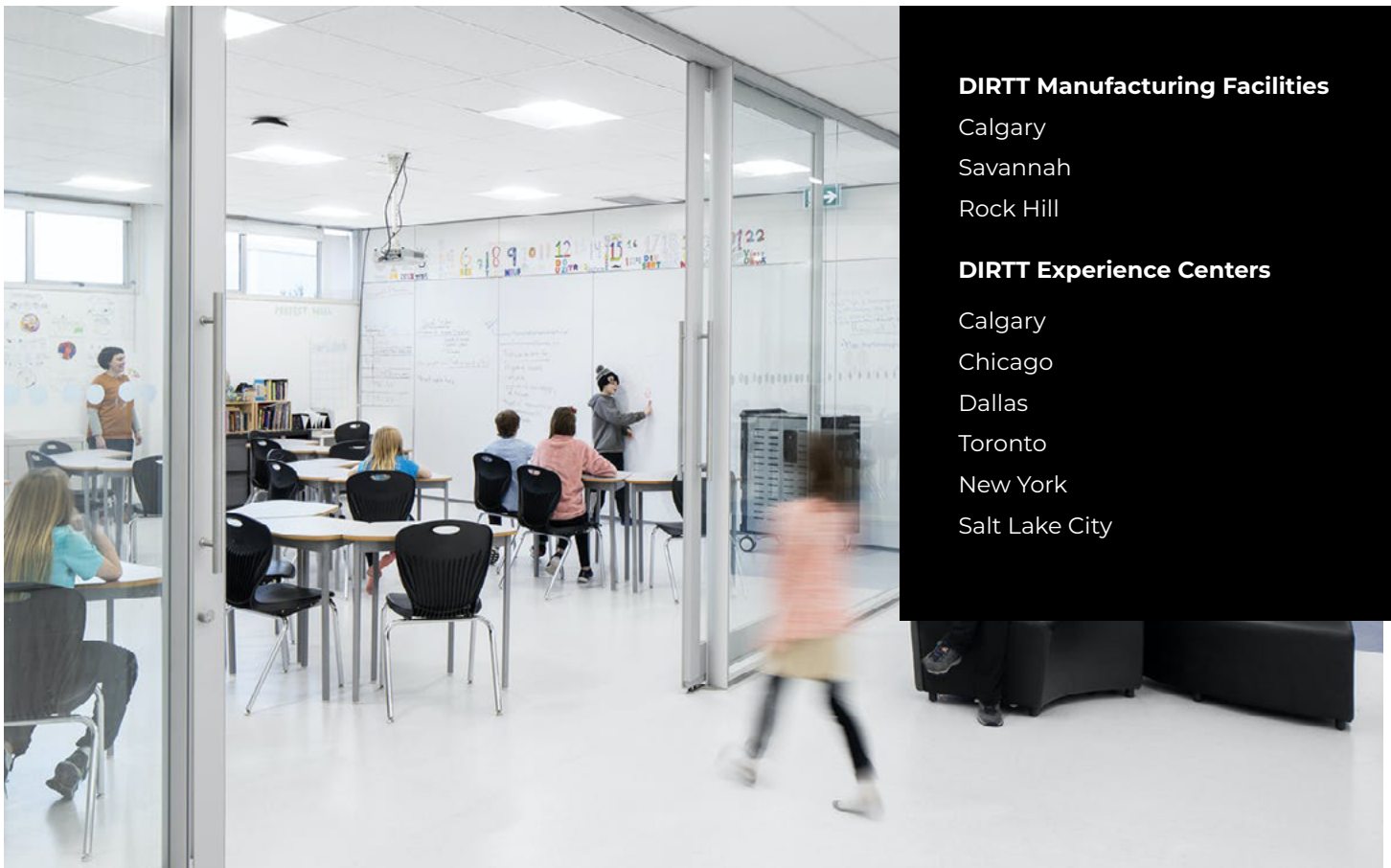
- Work alongside the client, designer, architect, engineers, and DIRTТ's in-house industry specialists to translate their vision into DIRTТ solutions.
- Work under the general contractor as specialty construction consultants and contractors to ensure DIRTТ integrates with the base building and all other components of the build.
- Ensure a smooth execution by project managing the DIRTТ scope from order entry to install and after occupancy.
- Offer extensive knowledge about modular construction.

CLEAN

- Minimal cutting or altering material on-site allows for a clean construction environment.
- Customization and finishes are applied prior to shipping; components arrive ready for installation. Adjustments can be made any time during occupancy with minimal mess and disruption.
- No dust or debris during or after installation.

SUSTAINABLE [➔ Explore our approach to sustainability](#)

- Components can be disassembled and reused, repurposed, or recycled, limiting landfill waste and new raw material demand.
- High-performing materials are carefully sourced for durability, increasing their life cycle. Materials are chosen with high levels of recycled content whenever possible, including aluminum frames, MDF wall panels, and denim insulation.
- Our green team works alongside organizations to achieve their sustainability goals, earn green building rating system credits and secure certifications in a variety of green building standards.
- Fewer change orders translates to less material waste and lower demand for new raw materials.
- Solutions are manufactured in environmentally conscious factories.



DIRTT Manufacturing Facilities

Calgary
Savannah
Rock Hill

DIRTT Experience Centers

Calgary
Chicago
Dallas
Toronto
New York
Salt Lake City



Explore what building better can mean for you.

➔ [Connect with a DIRT construction consultant](#)

DIRTT



FINANCING SOLUTIONS OVERVIEW | Financing Process

1

OBTAIN LEASE PRICING FOR YOUR QUOTES

Contact Matt Barrett

2

SELECT PREFERRED FINANCING OPTION

Matt can answer all questions and provide further payment structure customization based on the customer's needs.

3

ISSUE LEASE DOCUMENTS

After credit approval, lease e-documents are sent to the customer.

4

DIRTT FINANCING SUBMITS P.O.

Once lease documents are signed, DIRTT Financing submits a P.O. to DIRTT. DIRTT receives payment following customer's acceptance of solution.

COMMON TERMS

24 Months
36 Months
48 Months
60 Months

LEASE STRUCTURES

- Traditional Lease - "Rental"
- Finance Lease - "Ownership"
- Hybrid Lease Structure

PAYMENT OPTIONS

- Fixed payments
- Bridge to budget
- Deferred
- Step up
- Step down
- Skip
- Seasonal



DIRTT

WORKPLACE

HEALTHCARE

EDUCATION

GOVERNMENT

HOSPITALITY

DIRTT is interior construction powered by technology.

Resilient modular interiors are built faster, cleaner, and more sustainably. We use our proprietary technology to empower the design process, manufacture with precision, and rapidly install customized spaces. DIRTT has built flexible spaces for over 7800 clients across North America.

Custom is standard.

DIRTT's authorized partners work alongside your project team to translate the design vision into DIRTT solutions. Instead of picking from a catalogue of off-the-shelf options, every part, material and finish is selected, sized, and manufactured to meet the form and functionality you need.

On budget. On time.

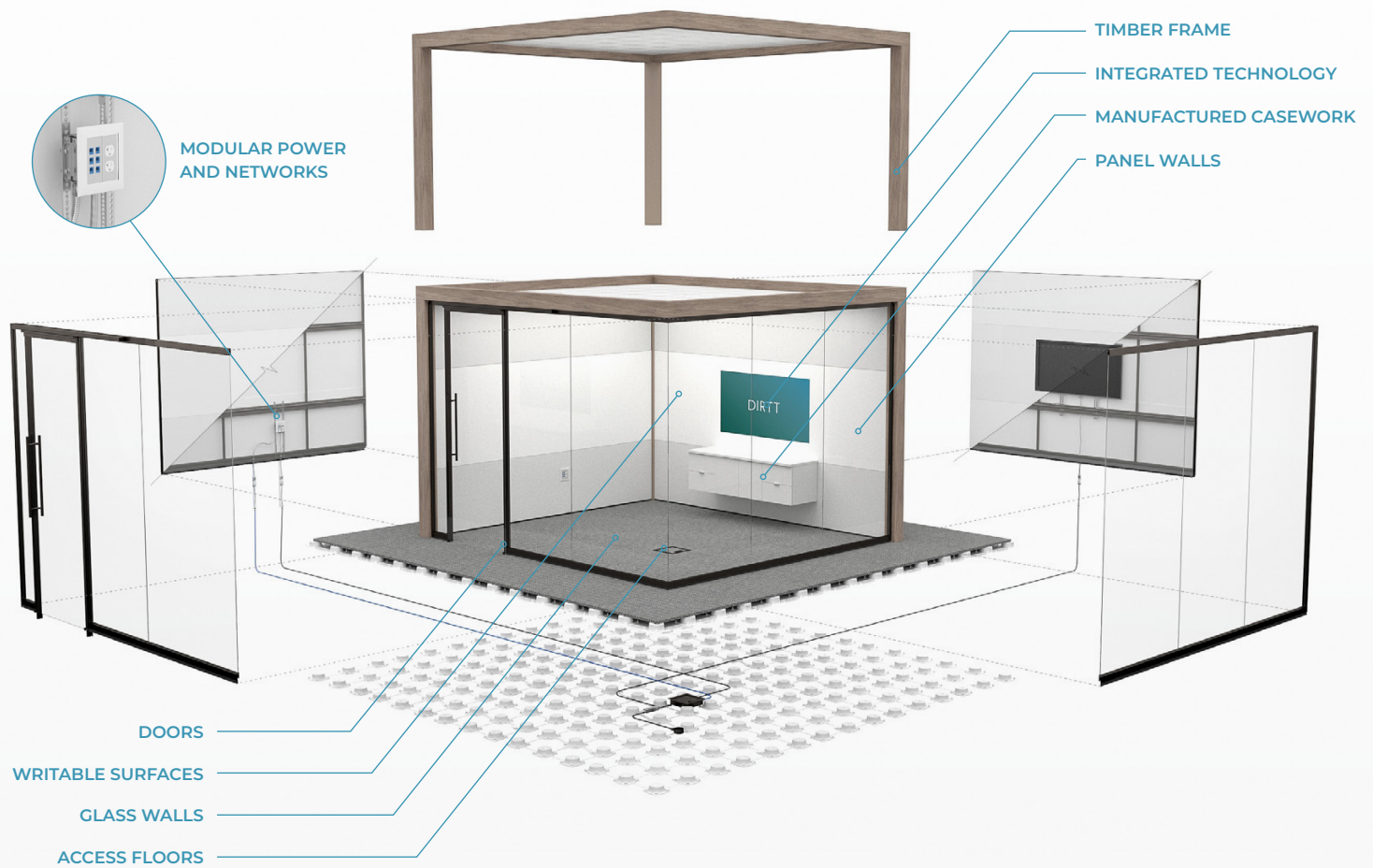
DIRTT's manufacturing software captures all aspects of the design with precise calculations. Then it translates it directly to our factories. Every part of the space is included in an exact calculation of the price. Spaces are manufactured in 21 days or less and installed rapidly.

Adapt to change.

Spaces built with DIRTT look and perform like permanent interiors, but can be adapted with ease. The modular approach lets you reconfigure with little disruption or downtime. Integrate new technology or make micro-improvements to accommodate changing needs.



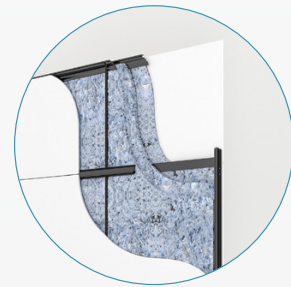
The DIRT Scope:



Removable Wall Panels
Easy access to the wall cavity for new technology integration or maintenance.



Simple Architectural Connections
Custom manufactured solutions precisely fit existing base building conditions.



Integrated Acoustical Performance
Sustainable, noise-reduction via recycled denim insulation.

Explore what building better can mean for you.

Connect with a DIRT construction consultant 

DIRTT



DIRTT | Acoustics

DIRTT interior construction is designed with acoustic integrity in mind. We use a holistic approach to collaborate with your design team and acoustic consultants to balance priorities for the space.

Sound transmission isn't just about the walls. It's about the ceiling, doors, base building structure, flanking paths, and all the connections in between. DIRTT's quality materials combined with innovative interior assemblies help reduce sound transmission so you get the acoustic performance you need without sacrificing design expression.

Real-World Performance


To evaluate how much sound a material can reduce between rooms, a lab-tested measurement known as sound transmission class (STC) is used. DIRTT lab tests our walls for sound transmission through a certified third party in compliance with


ASTM E90 protocols. During the process, DIRTT attaches the wall assembly to the testing booth the same way we would to your base building. This approach to lab testing provides the most realistic representation of how the assembly will perform in a real-world application.


Evaluating STC ratings


STC ratings obtained in a lab may be different than those achieved in real-world application. Lab results are highly controlled and may not reflect the same performance in the field. Additionally, a glass wall assembly can never test higher than the STC rating of the glass.

Wall Assembly STC Ratings

4" Single Glass	Glass Type	Center Mount Glass Thickness	STC	
	Laminated	3/8" (10mm)	35	
	Tempered	3/8" (10mm)	30-32	

2" Single Glass Inspire™	Glass Type	Center Mount Glass Thickness	STC	
	Laminated	1/2" (12mm)	33-38	
	Tempered	3/8" (10mm)	33	

1 3/4" Single Glass Reflect™	Glass Type	Center Mount Glass Thickness	STC	
	Laminated	1/2" (12mm)	37-39	
	Tempered	3/8" (10mm)	31-32	


4" Double Glass Evil Twin	Glass Type	Off-center Mount Glass Thickness	STC	
	Laminated	1/4"+3/8" (6mm+10mm) 3/8"+3/8" (10mm+10mm)	39-46	
	Tempered	1/4"+1/4" (6mm+6mm) 3/8"+3/8" (10mm+10mm)	37-38	


4" Solid Wall	STC		6" Solid Wall	STC	
	33-51			44-54	

Wall Assembly STC Ratings

4" Back-to-Back Wall with MgO Septum (8 3/8")	STC		4" Back-to-Back Wall with MgO Septum (9 1/2")	STC	
	60-61			54-63	

Door within Wall Assembly STC Ratings

2" Inspire Double-Pane Butt Hinge Door	Glass Type	Off-Center Mount Glass Thickness	STC	
	Tempered	3/16"+1/4" (5mm + 6mm)	33-37	

1 3/4" Reflect Double-Pane Butt Hinge Door	Glass Type	Off-Center Mount Glass Thickness	STC	
	Tempered	3/16"+3/16" (5mm + 5mm)	32-36	

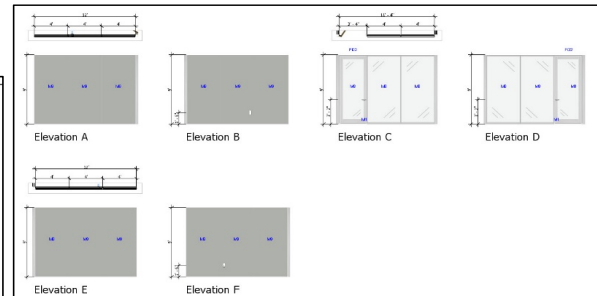
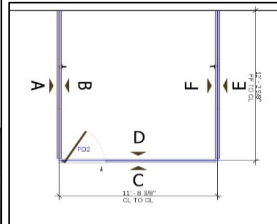
These STC ratings represent common wall and door assemblies. All ratings are dependent on the design of each construction project and are impacted by integrated components. DIRT T will work with your project team and acoustic consultant to meet the acoustic needs for each space. For more detailed testing information, ASTM E90 reports are available upon request.

Learn more about DIRT T's acoustic performance and range of solutions to fit your design requirements.

Connect with a DIRT T construction consultant 

DIRT T

Total length of walls (ft.): 36.14
Total price (USD): \$8,640.76

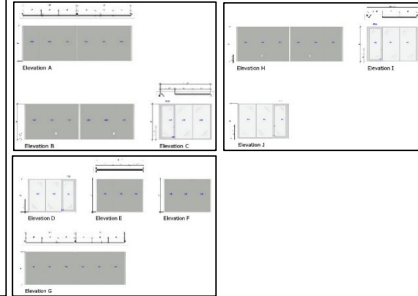
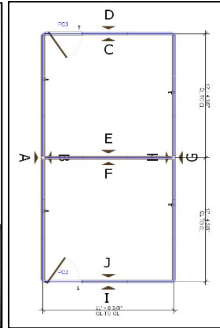


Product Description	Quantity	*RCS Per Unit	Extended RCS
1 Gang Wall Box	2	\$130.72	\$261.44
1 Gang Modular Cutout, Narrow	2	\$80.91	\$161.82
Ziggy Removal Tool	1	\$0.01	\$0.01
Ceiling Track Straight Spline (1" lengths)	4	\$1.86	\$7.44
Ceiling Track (10' lengths)	4	\$24.50	\$98.00
Ziggy Link	40	\$0.01	\$0.40
Ceiling Track Electrical Spline	2	\$4.94	\$9.88
Santoprene Base Trim - Silver	1	\$297.30	\$297.30
Post Arrow Cover - Silver	3	\$9.09	\$27.27
Half Zipper - Silver	1	\$13.55	\$13.55
Acoustical Unizipper Notched Zipper - Silver	20	\$11.99	\$239.80
Acoustical Unizipper Zipper - Silver	4	\$10.16	\$40.64
Wall Trim - Silver (10' lengths)	5	\$14.40	\$72.00
Silver Ceiling Trim (10' lengths)	8	\$13.55	\$108.40
Glass_Wall_Monolithic_1 - Glass wall single tile	1	\$648.23	\$648.23
Glass_Wall_Monolithic_1 - Glass wall single tile	1	\$669.34	\$669.34
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$658.19	\$1,316.38
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$657.95	\$1,315.90
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Glass Pivot Door Barivot Goldie	1	\$1,397.27	\$1,397.27
Wall Trim 3 Way Connection	2	\$0.00	\$0.00
Square Corner (the Chicago)	2	\$220.84	\$441.68
Insulation for Base	36	\$0.00	\$0.00
Carpet Gripper	17	\$4.78	\$81.26
HW698 - Ceiling Track Hardware	3	\$38.79	\$116.37

*RCS: Recommended Customer Sell or List Price not including freight or installation

Update to: [ICE 21.4 \(3.37.0.73\)](#) and [DIRTT and Extras June 2021 \(3.72.1.59\)](#)

Total length of walls (ft.): 84.55
Total price (USD): \$ 20,353.11

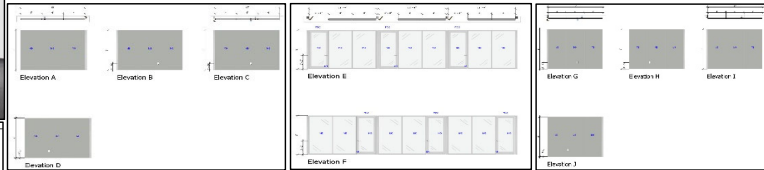
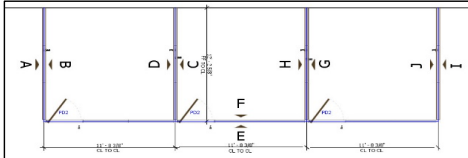
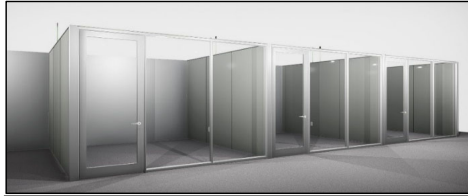


Product Description	Quantity	*RCS Per Unit	Extended RCS
1 Gang Wall Box	4	\$130.72	\$522.88
1 Gang Modular Cutout, Narrow	4	\$80.91	\$323.64
Ziggy Removal Tool	2	\$0.01	\$0.02
Ceiling Track Straight Spline (1" lengths)	9	\$1.86	\$16.74
Ceiling Track (10' lengths)	9	\$24.50	\$220.50
Ziggy Link	93	\$0.01	\$0.93
Ceiling Track Electrical Spline	4	\$4.94	\$19.76
Santoprene Base Trim - Silver	1	\$699.60	\$699.60
Post Arrow Cover - Silver	10	\$9.09	\$90.90
Half Zipper - Silver	1	\$13.55	\$13.55
Acoustical Unizipper Zipper - Silver	6	\$10.16	\$60.96
Acoustical Unizipper Notched Zipper - Silver	60	\$11.99	\$719.40
Silver Ceiling Trim (10' lengths)	19	\$13.55	\$257.45
Glass_Wall_Monolithic_1 - Glass wall single tile	2	\$648.23	\$1,296.46
Glass_Wall_Monolithic_1 - Glass wall single tile	2	\$669.34	\$1,338.68
Solid_Wall_Monolithic_1 - Solid wall single tile	4	\$658.19	\$2,632.76
Solid_Wall_Monolithic_1 - Solid wall single tile	1	\$571.72	\$571.72
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$753.06	\$1,506.12
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$731.40	\$1,462.80
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$679.84	\$1,359.68
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Glass_Pivot_Door-Barivot_Goldie	1	\$1,397.27	\$1,397.27
Glass_Pivot_Door-Barivot_Goldie	1	\$1,397.27	\$1,397.27
Square Corner (the Chicago)	4	\$220.84	\$883.36
Stealth Menage 3 Way Connection	2	\$242.42	\$484.84
Insulation for Base	85	\$0.00	\$0.00
Carpet Gripper	44	\$4.78	\$210.32
HW698 - Ceiling Track Hardware	6	\$38.79	\$232.74

*RCS: Recommended Customer Sell or List Price not including freight or installation

Update to: [ICE 21.3 \(3.36.0.36\)](#) and [DIRTT and Extras March M1 2021 \(3.70.1.4\)](#)

Total length of walls (ft.): 83.97
Total price (USD): \$ 20,737.48

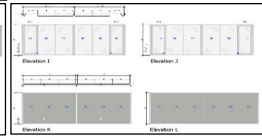
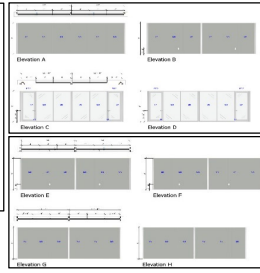
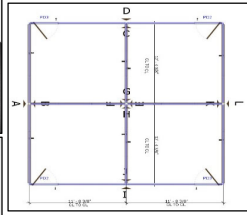
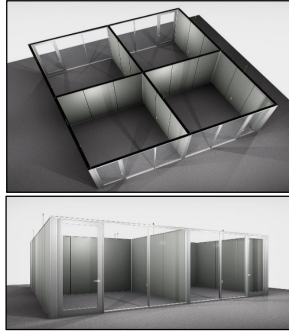


Product Description	Quantity	*RCS Per Unit	Extended RCS
1 Gang Wall Box	6	\$130.72	\$784.32
1 Gang Modular Cutout, Narrow	6	\$80.91	\$485.46
Ziggy Removal Tool	2	\$0.01	\$0.02
Ceiling Track Straight Spline (1" lengths)	9	\$1.86	\$16.74
Ceiling Track (10' lengths)	9	\$24.50	\$220.50
Ceiling Track Electrical Spline	6	\$4.94	\$29.64
Ziggy Link	93	\$0.01	\$0.93
Santoprene Base Trim - Silver	1	\$672.33	\$672.33
Post Arrow Cover - Silver	8	\$9.09	\$72.72
Half Zipper - Silver	1	\$13.55	\$13.55
Acoustical Unizipper Notched Zipper - Silver	48	\$11.99	\$575.52
Acoustical Unizipper Zipper - Silver	8	\$10.16	\$81.28
Wall Trim - Silver (10' lengths)	9	\$14.40	\$129.60
Silver Ceiling Trim (10' lengths)	19	\$13.55	\$257.45
Glass_Wall_Monolithic_1 - Glass wall single tile	3	\$648.23	\$1,944.69
Glass_Wall_Monolithic_1 - Glass wall single tile	3	\$669.34	\$2,008.02
Solid_Wall_Monolithic_1 - Solid wall single tile	4	\$658.19	\$2,632.76
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	4	\$657.95	\$2,631.80
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Glass_Pivot_Door-Barivot_Goldie_1 - Glass Pivot Door Barivot Goldie	3	\$1,397.27	\$4,191.81
Wall Trim 3 Way Connection	4	\$0.00	\$0.00
Square Corner (the Chicago)	2	\$220.84	\$441.68
Menage 3 Way Connection	2	\$247.37	\$494.74
Insulation for Base	80	\$0.00	\$0.00
Carpet Gripper	39	\$4.78	\$186.42
HW698 - Ceiling Track Hardware	6	\$38.79	\$232.74

*RCS: Recommended Customer Sell or List Price not including freight or installation

Update to: [ICE 21.3 \(3.36.0.36\)](#) and [DIRTT and Extras March M1 2021 \(3.70.1.4\)](#)

Total length of walls (ft.): 144.38
Current Total price (USD): \$34,966.75

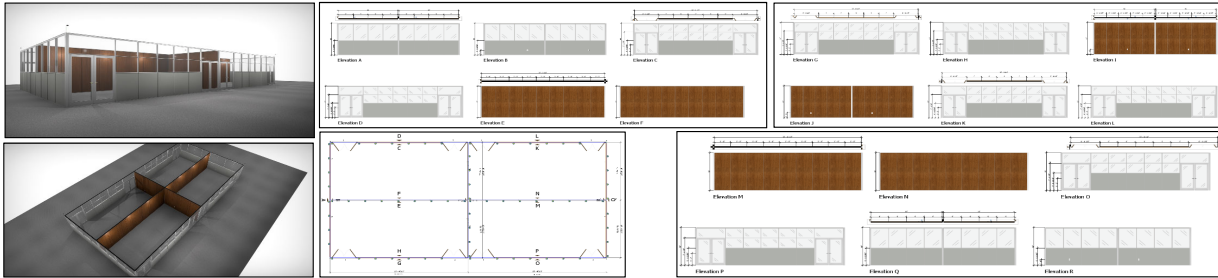


Product Description	Quantity	*RCS Per Unit	Extended RCS
1 Gang Wall Box	8	\$130.72	\$1,045.76
1 Gang Modular Cutout, Narrow	8	\$80.91	\$647.28
Ziggy Removal Tool	3	\$0.01	\$0.03
Ceiling Track Straight Spline (1" lengths)	15	\$1.86	\$27.90
Ceiling Track (10' lengths)	15	\$24.50	\$367.50
Ziggy Link	159	\$0.01	\$1.59
Ceiling Track Electrical Spline	8	\$4.94	\$39.52
Santoprene Base Trim - Silver	1	\$1,176.58	\$1,176.58
Post Arrow Cover - Silver	20	\$9.09	\$181.80
Half Zipper - Silver	2	\$13.55	\$27.10
Acoustical Unizipper Notched Zipper - Silver	100	\$11.99	\$1,199.00
Acoustical Unizipper Zipper - Silver	10	\$10.16	\$101.60
Silver Ceiling Trim (10' lengths)	30	\$13.55	\$406.50
Glass_Wall_Monolithic_1 - Glass wall single tile	4	\$648.23	\$2,592.92
Glass_Wall_Monolithic_1 - Glass wall single tile	4	\$669.34	\$2,677.36
Solid_Wall_Monolithic_1 - Solid wall single tile	2	\$571.72	\$1,143.44
Solid_Wall_Monolithic_1 - Solid wall single tile	8	\$658.19	\$5,265.52
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	1	\$753.06	\$753.06
Solid_Wall_Monolithic_1 - Solid wall single tile	1	\$731.40	\$731.40
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	4	\$679.84	\$2,719.36
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile	1	\$753.06	\$753.06
Solid_Wall_Monolithic_1 - Solid wall single tile	1	\$731.40	\$731.40
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Solid_Wall_Monolithic_1 - Solid wall single tile Electrical	1	\$658.19	\$658.19
Glass_Pivot_Door-Barivot_Goldie	2	\$1,397.27	\$2,794.54
Glass_Pivot_Door-Barivot_Goldie	2	\$1,397.27	\$2,794.54
Square Corner (the Chicago)	4	\$220.84	\$883.36
Menage 3 Way Connection	2	\$247.37	\$494.74
Stealth Menage 3 Way Connection	2	\$242.42	\$484.84
Swinger 4 Way Connection	1	\$273.08	\$273.08
Insulation for Base	141	\$0.00	\$0.00
Carpet Gripper	74	\$4.78	\$353.72
HW698 - Ceiling Track Hardware	9	\$38.79	\$349.11

*RCS: Recommended Customer Sell or List Price not including freight or installation

Update to: ICE 21.3 (3.36.0.36) and DIRTT and Extras March M1 2021 (3.70.1.4)

Total length of walls (ft.): 298.5
Total price (USD): \$ 116,050.55



Product Description	Quantity	*RCS Per Unit	Extended RCS
1 Gang Wall Box 3 Ft Whip	4	\$92.22	\$368.88
1 Gang Wall Box 10 Ft Whip	4	\$130.72	\$522.88
Extender (5 Wire) E20	2	\$108.18	\$216.36
Extender (5 Wire) E25	2	\$129.27	\$258.54
Splitter	10	\$25.28	\$252.80
1 Gang Modular Cutout, Narrow	8	\$80.91	\$647.28
Ziggy Removal Tool	5	\$0.01	\$0.05
Ceiling Track Straight Spline (1' lengths)	30	\$1.86	\$55.80
Ceiling Track (10' lengths)	30	\$24.50	\$735.00
Ziggy Link	361	\$0.01	\$3.61
Ceiling Track Electrical Spline	8	\$4.94	\$39.52
Santoprene Base Trim - Silver	1	\$2,215.07	\$2,215.07
Post Arrow Cover - Silver	20	\$9.09	\$181.80
Half Zipper - Silver	2	\$13.55	\$27.10
Acoustical Unizipper Notched Zipper - Silver	168	\$13.35	\$2,242.80
Acoustical Unizipper Zipper - Silver	18	\$10.16	\$182.88
Silver Ceiling Trim (10' lengths)	69	\$13.55	\$934.95
Solid wall single tile	18	\$1,485.44	\$26,737.92
Solid wall single tile	6	\$1,328.12	\$7,968.72
Solid wall single tile Electrical	1	\$1,328.12	\$1,328.12
Solid wall single tile Electrical	1	\$1,328.12	\$1,328.12
Solid wall single tile Electrical	1	\$1,328.12	\$1,328.12
Solid wall single tile Electrical	1	\$1,328.12	\$1,328.12
Stack wall glass tile over solid tile	16	\$1,078.79	\$17,260.64
Stack wall glass tile over solid tile	4	\$1,100.15	\$4,400.60
Stack wall glass tile over solid tile	4	\$1,099.57	\$4,398.28
Stack wall glass tile over solid tile Electrical	1	\$1,099.57	\$1,099.57
Stack wall glass tile over solid tile	4	\$1,005.83	\$4,023.32
Stack wall glass tile over solid tile	1	\$1,027.51	\$1,027.51
Stack wall glass tile over solid tile Electrical	1	\$1,099.57	\$1,099.57
Stack wall glass tile over solid tile	2	\$1,121.25	\$2,242.50
Stack wall glass tile over solid tile Electrical	1	\$1,099.57	\$1,099.57
Stack wall glass tile over solid tile	1	\$1,027.51	\$1,027.51
Stack wall glass tile over solid tile Electrical	1	\$1,099.57	\$1,099.57
Glass_Pivot_Door-Barivot_Goldie_Clerestory_Double_GSA	8	\$2,859.42	\$22,875.36
Menage 3 Way Connection	2	\$476.86	\$953.72
Square Corner (the Chicago)	4	\$447.44	\$1,789.76
Swinger 4 Way Connection	1	\$302.88	\$302.88
Menage 3 Way Connection	2	\$274.36	\$548.72
Insulation for Base	268	\$0.00	\$0.00
Carpet Gripper	136	\$4.78	\$650.08
HW698 - Ceiling Track Hardware	17	\$38.79	\$659.43
HW609 - Independent Bracing Clip - Angle Bracket	48	\$12.24	\$587.52

*RCS: Recommended Customer Sell or List Price not including freight or installation

Update to: [ICE 21.4 \(3.37.0.73\)](#) and [DIRTT and Extras June 2021 \(3.72.1.59\)](#)

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 9/11/22 Uty legal arguments on behalf of any Offeror. Offeror is advised to consult with their 9/11/22 Uty concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

9/11/22 Uty

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

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

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

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

06/24/2022

Date

9/11/22 Uty
Authorized Signature & Title
Jeff Metcalf, VP Finance
DIRTT Environmental Solutions

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company

DIRTT Environmental Solutions

Contact

9/14 Uti

Signature

Jeff Metcalf

Printed Name

Vice President, Finance

Position with Company

Address

6105 Tennyson Parkway Suite 100

Plano, Texas 75024

**Official
Authorizing
Proposal**

Signature

Printed Name

Position with Company

Phone

403-613-9479

Fax

jmetcalf@dirtt.com

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Ethics Commission

Search for 1295 Data by Business Entity : DIRT

Printed On Jun 23, 2022

Certificate Number	Acknowledge Date	Goods and Services Description	Contract Number	Government Name	Business Name	Place
2017-231786	7/18/17	Integrated prefabricated interior construction	TXMAS-17-5603	Comptroller of Public Accounts, Texas	DIRT Environmental Solutions, Inc.	Calgary, IL, CAN

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jeff Metcalf, VP Finance, as an authorized representative of

DIRTT Environmental Solutions, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

9/1/22 Uty
Signature of named Authorized Company Representative
Jeff Metcalf, VP Finance
DIRTT Enviromental Solutions

06/24/2022
Date