

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2022 by and between _____ Humanscale Corporation _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Ergonomic Workplace Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R²²⁻¹⁰ for Ergonomic Workplace 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.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- 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 Humanscale Corporation

Address 220 Circle Drive North

City/State/Zip Piscataway, NJ 08854

Telephone No. 732-537-2944

Email Address kmiglin@humanscale.com

Printed Name Katie Miglin

Title Sr. Contract Administrator, Gov't Specialist

Authorized signature *Katie Miglin*

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

Humanscale®

Tab 2 – Products/Pricing

a) Products and Services /Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, parts, service, 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.
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- iii. Is pricing available for all products, services, and solutions?

Humanscale is responding with our complete line of products, services and solutions.
- iv. Describe ordering methods.

Humanscale is an open line manufacturer thus allowing OMNIA members to purchase our products from any dealer of their choosing. This creates a tremendous opportunity for OMNIA members to pick the dealer of their choice and get competitive service, quotations thereby lowering their costs for delivery and installation. Additionally, Humanscale will take direct orders from members also. The pricing and discounts will be the same no matter the order method.

- v. Describe any delivery/shipping charges and installation.**
- i. Detail ancillary, freight costs and pricing for orders placed outside Continental US. Include Dock Delivery, Inside Delivery and Deliver/Installation.**

Humanscale terms are FOB Destination and include the cost for all freight charges to destinations in the continental US. Offshore destination (orders shipping outside the US) would be considered on a case by case basis and may require additional freight fees based upon final delivery location. There is a four percent (4%) fuel charge based on the net price of an order.

- ii. What are the minimum requirements? Detail any minimums.**

Humanscale has no minimum requirements on purchases.

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

All products, parts and labor are covered throughout the duration of the warranty period and cover all costs.

- vii. Describe any return and restocking fees.**

All returned and non-damaged refused orders are subject to a fifteen percent (15%) restocking fee.

- viii. Describe any additional discounts, volume purchases, promotions, special manufacturer's 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.**

Humanscale will be offering OMNIA volume discounts using a tier system. The discount sheet is included in our response.

- ix. Describe how customers verify they are receiving Contract pricing.**

A specific price code will be set up for the OMNIA contract. The price code is tagged with the list pricing and discounts specific to the contract. Once that is applied to the order, before the order is booked the QA team will review to ensure the order is correct. In addition, an acknowledgement is sent to the dealer and/or user which they can also do a review.

- x. Describe payment methods and terms offered.**

Humanscale accepts checks, ACH and credit card for payment. Our terms are Net 30.

- xi. 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.**

Humanscale goes to great lengths to keep our costs down to continue to make our high-quality products more accessible to our customers. We try to hold our price increases to once a year.

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

All new products developed and introduced by Humanscale will be offered at the contract discounting within the product category.

- xiii. Describe any rental, leasing, or financing options.**

We do not provide leasing or financing options, however if needed we can discuss extending our payment terms for a specific project.

- xiv. Provide any additional information relevant to this section.**

Contact Information:

Pat Mulvena
Director of Government Sales
Humanscale
Cell: (302) 544-0554
pmulvena@humanscale.com

Katie Miglin
Sr. Contract Administrator, Government Specialist
Humanscale
Office: (732) 537-2944 ext. 1109
kmiglin@humanscale.com

Contract Number:		FOB Point:	Destination
Awarded Date:			Continental U.S. and Canada
Expiration Date:			including Hawaii & Alaska
Category:	Region 4 ESC - Ergonomic Workplace Solutions	Freight Charges Apply:	No
Price Guides:	U.S. 2022 Commercial Price Guide	Small Order Handling Fee:	No
Payment Terms:	Net 30 Days	Surcharges:	Yes
Terms & Conditions:	See Price Guide	Installation Included:	No
Membership Fees:	Free	Competitive Bid:	Yes

Seating (Ergonomic Task Chairs, Conference Chairs, Stools & Guest Chairs): Freedom, Liberty, Smart, Diffrient World, Path, Liberty Side, & Occasional Chairs

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$50,000	55%
\$50,001-\$100,000	56%
\$100,001-\$200,000	57%

Side Seating (Multipurpose Seating): Cinto, Trea, and Ballo | Seating (Executive Boardroom Chairs): Summa

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$25,000	49%
\$25,001-\$75,000	52%
\$75,001-\$200,000	55%

Ergonomic Workstation Tools: Keyboard Tray Systems & Accessories, Monitor Arms, Technology (Docking/Power Stations) and CPU Holders

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$50,000	62%
\$50,001-\$100,000	64%

Lighting & Ergonomic Accessories: Task Lighting, Personal LED Desk Lamps, and Ergonomic Accessories

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$50,000	61%
\$50,001-\$100,000	63%

Cable Management: Neat Suite Collection - NeatLinks, NeatLinks Slim, NeatTech, NeatUp, NeatCharge (Wireless Charging) & NeatHub (Power Modules)

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$50,000	59%
\$50,001-\$150,000	61%

Height Adjustable Sit/Stand Desktop Solutions (Portable - Fixed Workstations): QuickStand Eco

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$50,000	45%
\$50,001-\$100,000	48%
\$100,001-\$200,000	50%

Height Adjustable Worktable (Pneumatic/Counterbalance): Float Tables, QuickStand Products, Monarch Mat | Worksurface Tops: for All Table Bases

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$150,000	52%
\$150,001-\$250,000	54%
\$250,001-\$500,000	56%

Height Adjustable Worktable (Electric): eFloat Lite and eFloat Flex Table Bases

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$150,000	61%
\$150,001-\$250,000	63%
\$250,001-\$500,000	65%

Height Adjustable Worktable (Electric): eFloat GO Table Bases

Volume (Based on List Price)	OMNIA Partners Discount
\$1-\$150,000	59%
\$150,001-\$300,000	61%
\$300,001-\$500,000	63%

Desk Shields / Separation Panels: Screens & Modesty Panels

Volume (Based on List Price)	OMNIA Partners Discount
\$1-up	40%

- OMNIA Partners is free with no obligation to purchase. Complete the brief New Membership Registration: [New Member Registration](#)
- OMNIA Partners Contract is for members of all Government agencies (State, County & City), Education (Public & Private), Tribal Nations, and Nonprofit Organizations.
- All new products developed and introduced by Humanscale will be offered at the contract discounting within the above product categories.
- This contract pricing is for OMNIA Partners members and our dealer network utilizing the Humanscale OMNIA Partners Contract.
- The Humanscale OMNIA Partners Contract is open to all of Humanscale's Contract Dealer Distribution Network.
- All quotes, purchase orders and invoices must have Humanscale's OMNIA Partners contract number and full end user name.
- Delivery and Installation can be included on PO and billed by the Humanscale Authorized Dealer. Install is not included in OMNIA Partners contract product price.
- Placement of product and disposal of packaging material is the responsibility of the institution/entity or servicing authorized dealer.

Contact Information:

Pat Mulvena
Director of Government Sales
Humanscale
Cell: (302) 544-0554
pmulvena@humanscale.com

Katie Miglin
Sr. Contract Administrator, Government Specialist
Humanscale
Office: (732) 537-2944 ext. 1109
kmiglin@humanscale.com

Contract Number:		FOB Point:	Destination
Awarded Date:			Continental U.S. and Canada
Expiration Date:			including Hawaii & Alaska
Category:	Region 4 ESC - Ergonomic Workplace Solutions	Freight Charges Apply:	No
Price Guides:	U.S. 2022 Commercial Price Guide	Small Order Handling Fee:	No
Payment Terms:	Net 30 Days	Surcharges:	No
Terms & Conditions:	See Price Guide	Installation Included:	No
Membership Fees:	Free	Competitive Bid:	Yes

Humanscale Consulting Services & Ergonomics Software:
Detailed "Humanscale Consulting - Sourcwell Program Offerings 2020-24" available upon request.

SERVICE OFFERINGS IN OFFICE ERGONOMICS	SKU	MSRP	OMNIA Partners Member Cost
ergoIQ FIT ONLINE SELF-ASSESSMENT (Minimum 100)	CONS102	\$35 / self-assessment	32.00
ergoIQ LIVE - Online Consultation	CONS167	\$200	\$180
WORK@HOME LIVE WEBINAR SERIES: Up to 50 Attendees	CONS176	\$800 / session	\$720 / session
VIRTUAL & ONSITE ERGONOMIC ASSESSMENT PROGRAM: Basic*	CONS52	\$265	\$238
VIRTUAL & ONSITE ERGONOMIC ASSESSMENT PROGRAM: Standard*	CONS04	\$395	\$355
VIRTUAL & ONSITE ERGONOMIC ASSESSMENT PROGRAM: Advanced*	CONS25	\$650	\$585
ERGONOMICS 101 TRAINING	CONS126	\$800	\$720
CLEAN SWEEP GROUP TRAINING & ASSESSMENT PROGRAM: Basic	CONS34	\$1,800 / day	\$1,620 / day
CLEAN SWEEP GROUP TRAINING & ASSESSMENT PROGRAM: Standard	CONS28	\$2,625 / day	\$2,362 / day
CLEAN SWEEP GROUP TRAINING & ASSESSMENT PROGRAM: Advanced	CONS29	\$3,500 / day	\$3,150 / day
POST INSTALLATION TRAINING	CONS39	\$1,800 / day	\$1,620 / day
WORKPLACE DESIGN CONSULTING	CONS07	\$1,800 / day	\$1,620 / day
DESIGNING HEALTHY WORK ENVIRONMENTS PRESENTATION	CONS21	\$1,000	\$900
ERGONOMIC PROGRAM DEVELOPMENT WORKSHOP	CONS05	\$2,700	\$2,430
CERTIFICATION PROGRAM IN OFFICE ERGONOMICS: 1-5 Attendees	CONS68	\$3,600	\$3,240
CERTIFICATION PROGRAM IN OFFICE ERGONOMICS: Add'l Attendee	CONS179	\$595	\$535
CERTIFICATION PROGRAM IN OFFICE ERGONOMICS: COEE Exam	CONS30	\$125	\$113
CERTIFICATION PROGRAM IN OFFICE ERGONOMICS: Coursebooks	CONS74	\$35	\$32

*Travel fee of \$125/hour invoiced in 15-minute increments for site visits requiring less than 3 individual assessments.

Basic assessments are conducted virtually in situations where fewer than 3 are required

For inquires please contact the following: Consulting@humanscale.com

- OMNIA Partners is free with no obligation to purchase. Complete the brief New Membership Registration: [New Member Registration](#)
- OMNIA Partners Contract is for members of all Government agencies (State, County & City), Education (Public & Private), Tribal Nations, and Nonprofit Organizations.
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- The Humanscale OMNIA Partners Contract is open to all of Humanscale's Contract Dealer Distribution Network.
- All quotes, purchase orders and invoices must have Humanscale's OMNIA Partners contract number and full end user name.
- Delivery and Installation can be included on PO and billed by the Humanscale Authorized Dealer. Install is not included in OMNIA Partners contract product price.
- Placement of product and disposal of packaging material is the responsibility of the institution/entity or servicing authorized dealer.

PRODUCT WARRANTY

Humanscale offers the following warranties on its products, subject to any exclusions and limitations as set forth in our terms and conditions. For full terms and conditions, please visit <https://www.humanscale.com/about/legal-information/terms-conditions.cfm>.

Product	Warranty
Customer's Own Material (COM, COL)	No Warranty
NeatHub	3 Years, 24/7 Warranty
NeatCharge	1 Year, 24/7 Warranty
Switch Mouse	1 Year, 24/7 Warranty
Technology Products	3 Years, Limited Warranty
Keyboard Trays	15 Years, 24/7 Warranty
Palm Rests & Mouse Pads	5 Years, 24/7 Warranty
Element, Horizon, Infinity & Nova Series Lights	10 Years, 24/7 Warranty
Diffrient Series Lights	5 Years, 24/7 Warranty
Float Table and Float Mini (Mechanical)*	5 Years, 24/7 Warranty
eFloat Go	10 Years, 24/7 Warranty
eFloat Lite, eFloat Flex, and eFloat One**	5 Years, 24/7 Warranty
QuickStand Sit/Stand Workstation, QuickStand Lite, QuickStand Eco, QuickStand Underdesk	5 Years, 24/7 Warranty
Fabric/Cushions/Arm Pads/Wood	5 Years, Single-Shift Warranty
M2, M/Flex & Para/Flex Monitor Arms	15 Years, 24/7 Warranty
M2.1, M8.1, M/Flex for M2.1 and M/Flex for M8.1 Monitor Arms	15 years, 24/7 Warranty
M4, M7 & M8 Monitor Arms with Gas Cylinder Components	10 Years, 24/7 Warranty
M10 and M/Flex for M10 Monitor Arms	10 Years, 24/7 Warranty

Product	Warranty
World One Task Chair	7 Years (Parts and Components); 3 Years (Arm Pads and Textiles), Single-Shift Warranty
Ballo Stool***	3 Years, Single-Shift Warranty
Vessel Lightst†	10 Years, 24/7 Warranty, 3 Years 24/7 Warranty for the power supply driver
M/Connect	3 Years, 24/7 Warranty
M/Power	3 Years, 24/7 Warranty
M/Connect 2	3 Years, 24/7 Warranty
FR100, FR300, FR500 Footrocker	15 Years, 24/7 Warranty
Monarch Mat	3 Years, 24/7 Warranty
Office IQ	1 Year, 24/7 Warranty
Summa	10 Years, Single-Shift Warranty
Separation Panels	5 Years, 24/7 Warranty
Pro Click Mouse	2 Years, 24/7 Warranty
NeatLinks	5 Years, 24/7
NeatTech	5 Years, 24/7
All other seating and products detailed in a current Humanscale Price Guide, unless otherwise specified	15 Years, 24/7 Warranty
All other products NOT detailed in a current Humanscale Price Guide	Varies; consult your Humanscale representative for details



Tab 3 – Performance Capability

a) Performance Capability

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

Please find response to Exhibit A under Tab 3 – Performance Capability

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

Please find response to Exhibit A under Tab 3 – Performance Capability

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

Please find response to Exhibit A under Tab 3 – Performance Capability

- iv. **Describe how Offeror responds to emergency orders.**

Humanscale offers a Quick Ship program across our key product categories to provide you and your customers faster lead times on specific model configurations. please refer to the product page headers in the guide for the lead times available for each category. Lead time is honored once order has been confirmed.

- i. **What is Offeror’s average Fill Rate and parts distribution?**

Due to our highly customizable products, Humanscale is a just-in-time manufacturer. We do however have a quick-ship program for our most common products with a 1-2 week ship time and keep 8-12 weeks of safety stock on hand.

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

Our on time delivery rate averages from 95%-98%. We make every effort to ship on or before the requested delivery date. Humanscale pursues the highest degree of excellence in the design process of durable products, in the manufacturing processes for consistent, on-time delivery of products.

iii. Describe Offeror's return and restocking policy.

Except for QuickStand Eco, all returned and non-damaged refused orders are subject to a fifteen percent (15%) restocking fee. Seating, separation panels, eFloat Lite, eFloat Flex, and special order returns will not be accepted. Customer must request a Return Authorization through the Humanscale Customer Care Department within 30 days of product receipt to return any product. If Humanscale agrees to restock the product, customer must return it freight prepaid to Humanscale, F.O.B., to the original shipping point or as otherwise instructed by Humanscale Customer Care. If product is returned without a Return Authorization, Humanscale will notify customer of the unauthorized return and customer must provide instructions for its disposition within one week thereafter. Failure of customer to respond within one week will result in Humanscale's right to dispose of the product with no credit. Return Authorizations expire sixty (60) days after the date of issue. If the returned product is not in resalable condition, customer will not receive credit for the return. Customer must promptly provide a purchase order or other acceptance of fees/credit reduction as required.

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

Humanscale technicians can cover most major cities in the US. For regions without a Humanscale technician, we will work with trusted installation companies or dealers to complete the warranty work. Our team of technicians and installers are trained and certified.

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

Humanscale has a dedicated team of associates that make up our Customer Care Team. Call times are measured for talk time, hold time, transfer time and satisfactory resolution among other KPRs. The Customer Care team is located strategically in our regional offices across all time zones. Orders can be entered from any of our offices thereby providing in excess of 12 hours of daily customer services from coast to coast.

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

Invoices are generated and sent out once an order ships. The invoice can either be sent via email or mail. Payment terms are Net 30. Payment can be made via check, ACH or credit card. There are no fees associated with using

a credit/p card.

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

Humanscale's Omnia Partners program and contract manager, Pat Mulvena, Director of Government Sales. Pat has vast experience with the implementation and management of cooperative agreements that effectively engages the entire sales organization and our distribution partners. Pat has a team of people located strategically throughout the U.S. Pat will create and administer an annual business plan to achieve specific, defined and measurable goals and objectives. Pat will oversee training, business development and steer corrective action to ensure proper and leveraged engagement with all Public Agencies and every Omnia Partners team member.

viii. Describe the financial condition of Offeror.

Humanscale is a financially strong corporation. We recognize your reliance on audited financial statements and comply with generally accepted accounting principles and security laws applicable to the statements. We strive to establish long-term profitability.

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

Our website is www.humanscale.com, but it does not provide for returns and reporting. You do have the ability to purchase from the website, however the purchase will not include OMIA's pricing or discounting until a special code is set up specifically for OMNIA, which can be discussed once a contract is signed. The website can provide you with the ability to build any product you would like, various resources (where to buy, our showrooms & offices etc.), information on Ergonomics and most important information on our sustainability.

x. Describe the Offeror's safety record.

The CEO and leadership of Humanscale are committed to providing a safe and healthful work environment for all employees. Training, guidance and assistance are provided to supervisors and employees on all safety practices. our EMR has been below 1.0 for the last three years.

xi. Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

At Humanscale, we focus not only on reducing our negative environmental impact, but also on making an overall net Positive impact. We are the first manufacturer to

complete the rigorous Living Product Challenge. We have also become the clear leader in material transparency by publishing more than half of the Health Product Declarations and Declare labels that exist in the entire furniture industry. For us, becoming Net Positive means incorporating manufacturing into our environmental and social solutions. It means taking a close look at what we make and how we make it. It means considering each and every resource required to manufacture our products. And it means finding ways to go beyond reducing our consumption—to give back, replenish, and continue making a positive environmental and social impact on the world.

xii. Provide any additional information relevant to this section.

Appendix D

Omnia Partners

PPA ATTACHMENT D

Exhibit A Response for National Cooperative Contract

3.1 Company

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

Humanscale has been a provider of ergonomic solutions for more than 30 years. Founded in 1983 by CEO Robert King with a focus on high-performance tools that support a healthy, more active way of working, Humanscale is now the global ergonomics leader with a reputation for designing intuitive products which improve the comfort and health of office workers.

The company, headquartered in New York, made its first mark as a workplace ergonomics pioneer in the 1990s with the introduction of revolutionary articulating keyboard systems. Humanscale solidified its status as a true market leader with the introduction of the Freedom chair in 1999, created by renowned ergonomics designer Niels Diffrient. The innovative executive task chair broke new ground by combining unprecedented functionality with minimal manual controls. Humanscale followed suit with a series of Diffrient seating designs including Liberty, Diffrient World, and Smart chairs. In 2009, Humanscale sold its millionth Freedom chair. Diffrient's design for the Liberty chair—a unique mesh seating solution introduced in 2004—continued Freedom's legacy.

Humanscale's latest products continue the company's legacy as a leader in innovative, award-winning, user-focused design and include the groundbreaking Element Disc LED task light, the Ballo stool, and the QuickStand height adjustable workstation. We are the leading designer and manufacturer of ergonomic products that improve the health and comfort of work life. Our philosophy that good design achieves more with less. Function, simplicity, longevity, and sustainability are at the core of all our designs. When thinking through the design and manufacturing of each product, we carefully consider the materials and resources used, in aim of creating an overall Net Positive Impact. Humanscale does not merely sell furniture. We provide ergonomic solutions and are a company that researches, designs, develops and manufactures tools and resources for the workplace. Humanscale provides and creates a healthier, more comfortable and more productive working environment. We have been providing ergonomic solutions for over 30 years and have held the belief that design based on functionality and ease of use results in honest and enduring products.

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

Humanscale employs 150+ sales representatives providing coverage throughout the US. The link included in (C.) below provides the locations for our offices nationwide.

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

Humanscale has a presence throughout the world with our corporate office located in New York City, NY. The link provided below highlights all of our locations worldwide:

[Global Showroom & Office Locations | Humanscale](#)

D. Annual sales for the three previous fiscal years.

2019 - \$452,115,873

2020 - \$355,136,875

2021 - \$393,366,440

FEIN: 11-2793425

E. Describe any green or environmental initiatives or policies.

We are proud to be the first company ever to offer any product that is certified climate, energy and water positive. Twenty six (26) of our products have been certified net positive – meaning any time they are made the planet is measurably better off.

As an organization, we are committed to using healthy materials.

Understanding and being transparent about what's in our materials is the first step to driving change. We are taking a proactive role in identifying all of the ingredients in our products. We are working with our suppliers at all levels to identify and evaluate the ingredients in our products, packaging, manufacturing processes, and key partners in our supply chain.

It is our mission to publish thorough and accurate lists of material ingredients for all of our products. Like nutritional labels on food, we use standard formats to publish the ingredients: Health Product Declarations (HPDs) and Declare labels. We are committed to informing and educating our customers about the contents of our products, so they can make the best decisions possible.

Once the ingredients are identified, we evaluate each one for its impact on people and the environment. We systematically replace chemicals of high concern with safer alternatives.

You can find in-depth information on all of Humanscale's Health Product Declarations in the [**HPD Public Repository**](#) or [**Declare Product Database**](#).

To better understand Humanscale's commitment and approach to material transparency, read our report, titled [**"Transparency: The Essential Ingredient to a Healthy Workplace."**](#)

As of January 2021, Humanscale published one third of all Declare and HPD labels that exist in the entire furniture industry.

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.

As part of community involvement, Humanscale seeks to do business with small, local, and independent businesses. Further, we actively seek to partner with certified Minority-Owned Businesses, Women-Owned Businesses, Service-Disabled Veteran-Owned Businesses, certified B Corps, JUST labelled businesses, and Worker Cooperative Businesses within our supply chain. We track spending on local and certified businesses through our supplier evaluation process. Our corporate goals for procurement are set along with annual sustainability (environmental and social) goals – managed through Balanced Scorecard for monthly executive review.

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

Humanscale is not a diverse supplier.

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.

Humanscale makes every effort to work with diverse suppliers as noted in F above.

I. Describe how supplier differentiates itself from its competitors.

As a workplace ergonomics pioneer of innovative and award-winning product solutions, Humanscale is a global ergonomics leader and the largest manufacturer of ergonomic office furniture and solutions in North America. Our commitment to continuous improvement of products, processes and business practices are part of the Humanscale philosophy. We look forward to offering continued innovative solutions, geared to solving the challenges faced in the workplace of today... and tomorrow.

Humanscale transfers more of your investment into delivered quality products and services. Humanscale is known as the most efficient organization in the contract furniture industry today, providing clients with an outstanding performance to price ratio. With our roots in the methods of lean operations, Humanscale maintains the highest quality and innovation at the most competitive prices. We have created an organization that transfers more of your investment into delivered quality products and services that you will not find elsewhere. We invite our prospective clients to consider the total ownership experience which, in turn, will lead you to discover firsthand why clients choose innovative Humanscale product solutions and services.

You get more standard features that make sense. Humanscale's ergonomic office furniture solutions provides all the following benefits:

- Strength and durability to protect your furniture investment and image over time.
- Design flexibility that offers fun and friendly options, including fresh coordinated finishes, and aesthetic design, quality and ergonomic integrity that are easy to use, and the leader in sustainability that provides Declare Labels with a Net Positive Impact
- Integrated technology management made easy with multiple solutions.
- All of this, plus a delivery model that outperforms in the industry

With Humanscale, the costs of ownership are minimized. Successful companies constantly evaluate investment opportunities based upon the impact to the bottom line. The purchase of ergonomic office furniture solutions represents a total cost that extends beyond the purchase of a typical workstation, and we minimize the total cost by improving on:

- Initial competitive tiered price
- Aesthetic design, quality and ergonomic integrity that are easy to use
- Getting People to Move
- Function First and Simplicity
- Product solutions that enhance the health and wellness at work
- Net Positive Impact
- Living Product Challenge Certified Products, all products are Level 3 Certified, Transparency in Manufacturing, Healthy Materials, and Sustainable Operations
- Longevity: Reduced Cost of Ownership – customer satisfaction
- Ergonomic Consulting aimed at improving worker comfort and reducing employer costs

Humanscale has a dedicated Government Team that will be focused on sales and service across the US. In the U.S., there are 10 dedicated Government Sales Specialist located in strategic markets. The Humanscale government team will promote the Master Agreement with all state and local government, education and non-profit entities as the Humanscale lead contract vehicle. This team is well versed in the government procurement rules for states within their regions and have the expertise to present the value that Omnia Partners brings to its members.

Our government team will train the local dealers on the use of the agreement and will work with them to develop a sales strategy for their specific market. Humanscale also provides literature, catalogs and education specific to each Omnia Partners member, which includes terms, conditions and product costs. In addition, each Government specialist will provide localized sales support and training to the other 200+ Humanscale sellers

located throughout the U.S. Also, the Government Specialist will educate and train our staff of 25 Architecture and Design representatives that will be communicating our Omnia Partners and Humanscale message within the Architectural & Design community.

Humanscale's dynamic marketing department would develop material to announce this new award to our entire dealer and reseller network, design firms across the country, and all our customers who would have the ability to utilize this contract. In addition, the marketing department will be sending out regular updates and emails to the Omnia Partners members on educational seminars and ergonomic trainings we are sponsoring for each local market community on a regular basis.

In addition to the 26 Humanscale showrooms located in the U.S. and Canada, our dealers have showrooms in local markets which are available for customers to visit and see Humanscale product offering first hand.

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

Humanscale has no present or past litigation that would affect the performance of this contract. Additionally, there has been no bankruptcy or reorganization within Humanscale.

K. Felony Conviction Notice: Indicate if the supplier

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

Humanscale is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Humanscale has no debarment or suspension actions.

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.

Humanscale is offering our full array of products which include the below:

- Seating
 - Ergonomic Task Chairs, Conference Chairs, Stools & Guest Chairs): Freedom, Liberty, Smart, Diffrient World, Path, Liberty Side, & Occasional Chairs
- Side Seating (Multipurpose Seating)
 - Cinto, Trea, and Ballo | Seating (Executive Boardroom Chairs): Summa
- Ergonomic Workstation Tools
 - Keyboard Tray Systems & Accessories, Monitor Arms, Technology (Docking/Power Stations) and CPU Holders
- Lighting and Ergonomic Accessories
 - Task Lighting, Personal LED Desk Lamps, and Ergonomic Accessories
- Cable Management
 - Neat Suite Collection - NeatLinks, NeatLinks Slim, NeatTech, NeatUp, NeatCharge (Wireless Charging) & NeatHub (Power Modules)
- Height Adjustable Sit/Stand Desktop Solutions (Portable – Fixed Workstations)
 - QuickStand Eco

- Height Adjustable Worktable (Pneumatic/Counterbalance)
 - Float Tables, QuickStand Products, Monarch Mat | Worksurface Tops: for All Table Bases
- Height Adjustable Worktable (Electric)
 - eFloat Lite and eFloat Flex Table Bases
- Height Adjustable Worktable (Electric)
 - eFloat GO Table Bases
- Desk Shields / Separation Panels
 - Screens and Modesty Panels

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

Humanscale is an open line so we can sell through any contract furniture dealership nationwide. Humanscale supports every territory/region within the US. Even in remote areas throughout the US states we have remote sales representation and dealer sales and support services.

C. 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.

A specific price code will be set up for the OMNIA contract. The price code is tagged with the list pricing and discounts specific to the contract. Once that is applied to the order, before the order is booked the QA team will review to ensure the order is correct. In addition, an acknowledgement is sent to the dealer and/or user which they can also do a review.

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

Humanscale uses a variety of carriers depending on the size and weight of the shipments. We use Federal Express, UPS and several trucking companies dependent upon which is most advantageous to each shipment.

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

Humanscale has four (4) warehouse and distribution centers as follows:

- Piscataway, NJ 126,400 sq. ft.
- Piscataway, NJ 150,000 sq. ft. (warehouse only)
- Fresno, CA 7,500 sq. ft.
- Nogales, MX 180,000 sq. ft.

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:

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

The ninety-day implementation plan for rolling out the new Master Agreement as the primary go to market strategy for all Public Agencies would include but not be limited to the following action steps;

- Internal Announcement to the entire Humanscale organization. The announcement would cover key aspects of the Master Agreement defining participating Public Agencies that can utilize the contract and the rollout plan for marketing and training for both our internal sales team and authorized dealers across the entire country.

This announcement will highlight that this agreement will be our **lead contract vehicle** when selling to all Public Agencies and it will provide pricing that is the best we offer to these customers. The contract is the result of a competitive solicitation and as such allows Public Agencies to purchase Humanscale products at our best government pricing without the need for a time consuming and costly solicitation or RFP process. This Omnia Master Agreement must be utilized when quoting and selling to a Public Agency regardless of whether orders are placed directly with Humanscale or through a furniture dealer of their choice.

Through a combination of training webinars and in personal regional training sessions, Humanscale will roll out the new Omnia contract across the country in the first 90 days after contract award. Regional training will be done at a minimum of 15 showrooms across the country within the first 30 days of contract award. Training sessions and webinars will be recorded and posted on the Humanscale intranet site for future viewing as a refresher and for new sales associates. Contract details along with links the Omnia site and listing for all Public Agencies will provide. Contract information, sample specifications and FAQs will also be posted on our internal and Humanscale.com websites.

National training will be led by our Humanscale University sales training team along with Government Sales leadership including Director, Pat Mulvena and Sales Manager, Tom Rennie. The training curriculum would include the following; Omnia Public Agency Master Agreement and the Omnia Partners team, Principal Procurement Agency, bid and resulting Omnia contract for all Public Agencies in the US, sales and marketing of the Master Agreement and associated pricing, current Agency membership and sign up method for new Agencies, requirement for leading with this agreement for sales to all Public Agencies, Public Agencies purchasing options including direct and through a dealer of their choice as Humanscale is an open line.

As with any new contract it is critically important to reinforce the agreement, track utilization, publicize success stories and project profiles, and get in front of existing and new customers to promote the agreement's many benefits. Vice Presidents, Directors and Regional Sales leaders will be required to make a target list and track through our CRM tool all appointments and sales opportunities.

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.

Leverage top publications targeted at Public Agency buying including the Government Procurement magazine and NIGP annual Forum to announce and promote Humanscale's award winning ergonomic products that improve health and wellness in the workplace and at home.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

Create a microsite on both our intranet and .com websites listing detailed information on the Omnia Master Agreement. The contract handbook would have all the details about products, pricing, terms and conditions, eligible Public Agencies and marketing materials. This would be created with the first 90 days of award and updated on a quarterly basis with customer lists and installation photography.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days.

Work with the Omnia marketing associates in conjunction with Humanscale Marketing to create dynamic and effective marketing material that will be targeted at Public Agencies and Architectural Design Firms. Create an overview brochure for electronic transmission to all existing and targeted new Public Agency customers. Create a dedicated email address and (800) number for all inquiries and requests for information, samples for evaluation, and quotations.

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.

Humanscale will commit to participating in all national and regional forums, chapter meetings, regional cooperative summits and company specific trade shows throughout the term of the Master Agreement. When possible Humanscale will deliver and set up a broad product display for forum and show participants to view and test our broad product portfolio.

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.

Humanscale is excited to have the opportunity to participate in the NIGP Annual Forum in an area reserved by Omnia Partners for partner suppliers. In addition, Humanscale will contribute time and resources to any and all marketing and promotional efforts as directed by Omnia Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

Humanscale's marketing team will work with Omnia Partners to design and develop national and regional advertising for trade publications along with social media outreach 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.).

As mentioned previously, Humanscale will develop project profiles and case studies along with brochures and presentations covering all the program benefits, product and their associated applications and benefits. In addition, Humanscale will outline our industry leading environmental sustainability story including Declare labels listing 99% of each products ingredients, Healthy Product Declaration, our New Jersey renewable solar powered manufacturing facility that also capture all necessary water needed to run the production lines from rain water.

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; and**
- **A dedicated toll-free number and email address for OMNIA Partners.**

Humanscale has in and past and will certainly create for Omnia Partners a web-based micro site on the Humanscale.com website. Housed on this site will all necessary information needed for a Public Agency to access

our company, our products with pricing, our ergonomic consultation services, and the original Request for Proposal along with a copy of the contract and all amendments. We will have instructions and a link to the Omnia Partners website for online registration together with our dedicated toll-free number and unique email address for Omnia Partners.

- 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.**

Humanscale will initially target meetings with all of our current Public Agency customers to work on transitioning them to a national agreement with Omnia Partners. Current opportunities will be the first to be targeted. This contract would become our lead contract nationally for all of Humanscale's customers and also our dealer partners nationally. We are an open line so we have a very big dealer distribution network across the U.S. and can support any customer across the country. Attached is a list of Humanscale's current cooperative contracts.

- 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.**

Humanscale will provide our current and up to date logo to Omnia Partners and agrees to provide permission for reproduction of our logo in marketing communications and promotions. We also acknowledge that the use of OMNIA Partners logo can only be done with express permission for reproduction from Omnia Partners.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:**
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency;**
 - ii. Best government pricing;**
 - iii. No cost to participate**
 - iv. Non-exclusive**

Humanscale agrees to actively promote to all Public Agencies the Master Agreement and all our products that are available under the contract. Further, all 180 sellers that make up our field sales organization will be trained on telling the story about the competitive RFP and award process. We will ensure that all Public Agencies understand the benefits of the Omnia Partners agreement. In summary, the Master Agreement enables any and all Public Agencies, at no cost the Agency, to benefit from the Best Government sector pricing without the need to through their own bidding process saving valuable time and money. This will also allow the Agency to purchase exactly what products and services they need to achieve their unique mandates and business goals.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**
- i. Key features of Master Agreement;**
 - ii. Working knowledge of the solicitation process;**
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
 - iv. Knowledge of benefits of the use of cooperative contracts.**

Humanscale University along with the Government leadership team will commit to creating a training curriculum that covers these and many other important aspects of a successful contract implementation. Our seller will need to be certified as having successfully completed the Omnia Partners training class. This training program will become a permanent part of the Humanscale 101 New Hire Sales Training curriculum. In addition, we will create

and roll out a national training program for implementation across our vast dealer network ensure that over 1000 independent dealer and their sales representatives and designers also understand the benefits of this important cooperative agreement.

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

- i. Executive Support: Pat Mulvena, Director of Government Sales, pmulvena@humanscale.com, 302-544-0544
- ii. Marketing: Fabricio Bustamante, Marketing Coordinator, fbustamante@humanscale.com, 212-725-4749
- iii. Sales: Tom Rennie, Government Sales Manager-Western Region, trennie@humanscale.com, 916-505-5501
- iv. Sales Support: Tom Rennie, Government Sales Manager-Western Region, trennie@humanscale.com, 916-505-5501
- v. Financial Reporting; Diane Whitcombe, Government Bid Specialist, dwhitcombe@humanscale.com, 732-537-2944 x1215
- vi. Accounts Payable: Cintia Argueta, Accounts Payable Lead, cargueta@humanscale.com, 732-537-2944 x1106
- vii. Contracts: Katie Miglin, Sr. Contract Administrator, Government Specialist, kmiglin@humanscale.com 732-537-2944 x1109

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.

Humanscale has a direct sales force of over 180 sellers, 30 Sales Managers, Regional Managers, and Sales Directors covering all 50 states.

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

Humanscale's Omnia Partners program and contract manager will be Pat Mulvena, Director of Government Sales. Pat has vast experience with the implementation and management of cooperative agreements that effectively engages the entire sales organization and our distribution partners. Pat has a team of people located strategically throughout the U.S. Pat will create and administer an annual business plan to achieve specific, defined and measurable goals and objectives. Pat will oversee training, business development and steer corrective action to ensure proper and leveraged engagement with all Public Agencies and every Omnia Partners team member. Pat will prepare and lead quarterly business review sessions. Pat will work with our contract administrator, Katie Miglin, and our accounts payable department, to ensure that monthly sales reports and fees are completed, submitted and paid within the 10 days.

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.

County of Los Angeles - \$860,767

- Yancy Duckworth, Purchasing & Contracts
- yduckworth@isd.lacounty.gov

Sweetwater School District – \$747,845

- Janea Quirk
- Janea.Quirk@sweetwaterschools.org

County of Riverside - \$695,550

- Bryson Arnold, Facilities Planning Supervisor

- barnold@rivco.org

UT Southwestern – \$650,213

- Cristina Larocco, Sr. Design Project Coordinator – CIP Interiors
- cristina.larocco@utsouthwestern.edu

Success Academy Charter Schools – \$565,348

- (Dealer held account)

Arizona State University (ASU) - \$439,010

- Lauren Pachuta
- lauren.pachuta@asu.edu

County of Orange - \$426,688

- Madeline O. Hernandez, Facilities and Emergency Management Services
- Madeline.Hernandez1@ssa.ocgov.com

Fresno County - \$414,673

- Kent Luckin, Sr Staff Analyst
- kluckin@co.fresno.ca.us

Auburn University – \$412,667

- Sarah Rakestraw, Designer, Facilities Management
- srakestraw@auburn.edu

Arlington Independent School District - \$229,723

- Tammy Craig, Director of Purchasing
- Tcraig1@aisd.net

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.

Purchase orders can be made out directly to either Humanscale or to the Humanscale Authorized Dealer Network.

Direct Ordering Options: End Users who place orders directly with Humanscale can submit them by email or fax. While the purchase order may be made out to Humanscale, we encourage End Users to submit the purchase order to the Humanscale Authorized Dealers for review. The Authorized Dealer will examine the purchase order for accuracy to ensure proper product and pricing is reflected on the order. The Authorized Dealer will then place the order with Humanscale on behalf of the End User through email, fax or the Humanscale online portal. An order acknowledgement will be sent to the End User and the Authorized Dealer outlining order details, production timeline, and shipment date.

Authorized Dealer Network Ordering Options: Humanscale Authorized Dealers can place orders via email, fax, or through the Humanscale online portal. Placing orders directly with the dealer provides them the opportunity to review the purchase order for accuracy and to ensure proper product and pricing have been reflected on the order. Authorized Dealers also have access to the Humanscale online portal which is a secure site with multiple resources that allow the dealer to view specials and process orders accurately, timely, and efficiently. Through the Humanscale online portal, the dealer may create quotes, request design services, submit orders or e-order, and track current orders. Our ordering system ensures accuracy for large, complex, government orders. After the order has been entered into Humanscale's systems, the dealer/agency receives an acknowledgement outlining the order details, production timeline, and shipment date. All orders made out directly to an Authorized Dealer are subject to credit approval.

Website Ordering: The Humanscale website orders are handled through a digital, end-to-end ordering system that simplifies purchasing and increases control over the furniture buying process and specifications. With all Humanscale products available on the website, Humanscale can provide a custom Humanscale Omnia Microsite which customers will have capabilities to order frequently purchased products (for example, seating and

ergonomic tools) or leverage our Humanscale specification tools and designer resources to order configurable products for more complex layouts.

- 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”).**

\$ 500,000.00 in year one

\$1,000,000.00 in year two

\$1,500,000.00 in year three

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.

- 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.

Humanscale acknowledges that a Public Agency may pursue issuing their own RFP or solicitation and the different options we have for pricing our response. We further understand the revenue and reporting requirements under the Omnia Partners Master Agreement. Humanscale will use every effort to respond with the contract pricing established under the Master Agreement and will not offer pricing that is higher than the Contract pricing and will report the resulting sale as a Contract Sale to Omnia Partners. If the situation dictates a lower price we will still recognize and report the sales as Contract Sales to Omnia Partners under the Master Agreement

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 ergonomic workplace 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.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- 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.

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 No

If yes, list certifying agency: _____

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

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes 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.

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

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.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. 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.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

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
- 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
- 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.
- 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.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- 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.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- 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.
- 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.
- 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.
- 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").

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

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.

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.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

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

RECITALS

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

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners 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 2 percent (%) ("**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:

Humanscale Corporation
220 Circle Drive North
Piscataway, NJ 08854
Attn: Contracts

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.

[INSERT SUPPLIER ENTITY NAME]

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

Katie Miglin

Signature
Katie Miglin

Name
Sr. Contract Administrator
Gov't Specialist

Title
6/24/2022

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

Katie Miglin
Authorized Signature
Katie Miglin

Name
Sr. Contract Administrator
Gov't Specialist Humanscale Corporation

Title and Agency Name
6/24/2022

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 ^{Sr. Contract Administrator} Gov't Specialist _____ of and on behalf of [PPA Name] ("**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, [PPA Name] Humanscale Corporation

Katie Miglin
Signature

Katie Miglin
Name

Sr. Contract Administrator, Gov't Specialist
Title

6/24/2022
Date

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 Part 200, as applicable.

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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 KM 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 Km 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:
Humanscale Corporation

Address, City, State, and Zip Code:
220 Circle Drive North, Piscataway, NJ 08854

Phone Number: 732-537-2944 Fax Number:

Printed Name and Title of Authorized Representative:
Katie Miglin | Sr. Contract Administrator, Gov't Specialist

Email Address:
kmiglin@humanscale.com

Signature of Authorized Representative: *Katie Miglin* Date: 6/22/2022

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 suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** 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, Humanscale Corporation, 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.

Katie Miglin

Signature of Contractor's Authorized Official

Katie Miglin | Sr. Contract Administrator, Gov't Specialist

Name and Title of Contractor's Authorized Official

6/22/2022

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 ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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: Humanscale Corporation

Address, City, State, and Zip Code:
220 Circle Drive North, Piscataway, NJ 08854

Phone Number: 732-537-2944 Fax Number: _____

Printed Name and Title of Authorized Representative:
Katie Miglin | Sr. Contract Administrator, Gov't Specialist

Email Address: kmiglin@humanscale.com

Signature of Authorized Representative: *Katie Miglin*

Date: 6/22/2022

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: Humanscale Corporation _____

Organization Address: 220 Circle Drive North, Piscataway, NJ 08854 _____

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
Robert King	1150 Fifth Ave., NY, NY 10128

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Robert King	1150 Fifth Ave., NY, NY 10128

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):	Katie Miglin	Title:	Sr. Contract Administrator Gov't Specialist
Signature:	<i>Katie Miglin</i>	Date:	6/22/2022

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 Middlesex

SS:

I, Katie Miglin residing in Piscataway, NJ
(name of affiant) (name of municipality)
 in the County of Middlesex and State of New Jersey of full
 age, being duly sworn according to law on my oath depose and say that:

I am Sr. Contract Administrator, Gov't Specialist of the firm of Humanscale Corporation
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
 entitled RFP 22-10 Ergonomic Workplace Solutions, 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 _____
Region 4 Education Service Center 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
Humanscale Corporation.

Subscribed and sworn to

before me this day

Margaret Underwood
 Signature

June 21, 2022
Middlesex County, NJ
 Notary public of

Margaret Underwood.
 (Type or print name of affiant under signature)

My Commission expires May 22, 2025

(Seal)

Margaret Underwood
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES MAY 22, 2025

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

Company Name: Humanscale Corporation

Street: 220 Circle Drive North

City, State, Zip Code: Piscataway, NJ 08854

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.

6/22/202
Date

Katie Miglin Sr. Contract Administrator
Gov't Specialist
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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


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

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

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

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

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



Signature of Procurement Agent

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2022** to **15-Mar-2025**

HUMANSIZE CORPORATION
220 CIRCLE DRIVE NORTH
PISCATAWAY NJ 08854



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <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:	Humanscale Corporation		
Address:	220 Circle Drive North		
City:	Piscataway	State: NJ	Zip: 08854

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.

Katie Miglin Katie Miglin Sr. Contract Administrator, Gov't Specialist
 Signature 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
N/A			\$

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

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

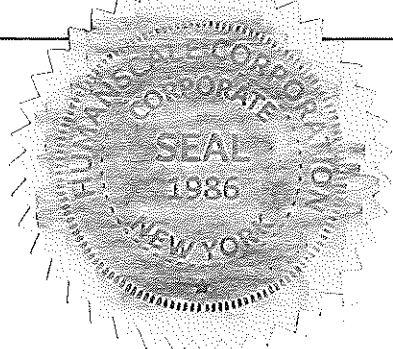
Subchapter S Corporation

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

Stockholders:

Name: Robert King	Name:
Home Address: 1150 Fifth Ave. NY, NY 10128	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>21</u> day of <u>June</u> , <u>2022</u>	<u>Margaret Underwood</u> (Affiant)
(Notary Public)	<u>Margaret Underwood.</u> (Print name & title of affiant)
My Commission expires: <u>May 22, 2025</u>	



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.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP #22-10

VENDOR/BIDDER NAME: Humanscale Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/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 void and unenforceable.

Katie Miglin
Signature

6/22/2022
Date

Katie Miglin | Sr. Contract Administrator, Gov't Specialist
Print Name and Title

DOC #7

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

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

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HUMANSCALE CORPORATION

Trade Name:

Address: 11 EAST 26TH ST 8TH FL
NEW YORK, NY 10010-1425

Certificate Number: 0948392

Effective Date: November 07, 2002

Date of Issuance: January 19, 2022

For Office Use Only:

20220119154957369

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: Katie Miglin

Title: Sr. Contract Administrator, Gov't Specialist

Signature: *Katie Miglin*

Date: 6/22/2022

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 #: RFP #22-10

VENDOR/BIDDER: Humanscale Corporation

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

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.

Katie Miglin
Signature

6/22/2022
Date

Katie Miglin | Sr. Contract Administrator, Gov't Specialist
Print Name and Title

Humanscale®

Tab 4 – Qualifications and Experience

c) Qualification and Experience

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

As the pioneer and leader of office ergonomics, Humanscale makes products that allow workstations to adapt to the user, not the other way around. Founded in 1983 by CEO Bob King with a focus on high-performance tools that support a healthy, more active way of working, Humanscale is now the global ergonomics leader with a reputation for designing intuitive products which improve the comfort and health of office workers.

The company, headquartered in New York, made its first mark as a workplace ergonomics pioneer in the 1990s with the introduction of revolutionary articulating keyboard systems. Humanscale solidified its status as a true market leader with the introduction of the Freedom chair in 1999, created by renowned ergonomics designer Niels Diffrient. The innovative executive task chair broke new ground by combining unprecedented functionality with minimal manual controls. Humanscale followed suit with a series of Diffrient seating designs including Liberty, Diffrient World, and Smart chairs.

ii. Describe Offeror's reputation in the marketplace.

As the global leader in the design and manufacturing of Ergonomic Office Furniture & Technology Product Solutions, Humanscale's products are created to maximize comfort and minimize long-term health risks for desk and computer bound workers. Humanscale's mission is to provide products with aesthetic design, quality and ergonomic integrity that are easy to use which are designed to improve the health, efficiency, and quality of work life.

Humanscale is committed to going beyond sustainability – to aim for an overall net positive impact on the earth. This goal has led us to innovate in our operations and work for stronger sustainability standards throughout the manufacturing industry. Humanscale holds 60% of all Healthy Product Declarations in our entire furniture industry which proves that all the ingredients, which our products are made of, do not include any Red Listed Chemicals.

- Living Product Challenge Certified Products – the most rigorous standard for sustainable manufacturing
- 1st Ergonomic Chairs to use discarded fishing nets to develop innovative solutions to prevent Ocean Plastic Pollution
- Net Positive Products and a Net Positive Organization
- Material Transparency - Declare Labels & Health Product Declarations
- Reduced Gas Emissions

- Level® 3 Certification
- Healthier Hospitals Initiative (HHI) for use of healthy materials

We also have one of the largest sales teams in the industry who call on and educate customers in ergonomics which helps grow business for us both. In addition, the Humanscale Consulting Division, consisting of over 30 certified ergonomists, are available for consultation, individual evaluation and train the trainer ergonomic seminars. Humanscale also developed a proprietary, cloud based ergonomic diagnostic tool that can in a matter of minutes provide work setting changes to eliminate potential muscular skeletal injuries and improve the overall health and wellness of any Omnia Partners Member's workstation.

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

Humanscale products are very well known in the marketplace as a result of our sustainable, high-performance ergonomic products for the workplace. Our award-winning solutions improve the health, efficiency, and quality of work life. Uncompromising performance-centric design in its purest form is at the heart of every Humanscale solution. Each of our ergonomic products is designed for maximum comfort, a long serviceable life, and a minimal environmental footprint. Our simple designs have intuitive features and fewer manual controls, making them easier to use and without sacrificing a stylish aesthetic. As the global leader in ergonomics, Humanscale has pioneered workplace design that promotes healthy movement. Our ergonomics team is involved in product design from the conception stage to ensure each creation supports the user's posture and encourages more physical activity.

iv. Describe the experience and qualification of key employees.

Humanscale has a dedicated Government Team that will be focused on sales and service across both the US and Canada. In the US there are 10 dedicated Government Sales Specialists located in strategic markets. Each specialist will be trained on all facets of the Sourcewell contract and member agencies to provide sales and service on a direct basis within their respective regions of the county. In addition, each specialist will provide localized sales support and training to the other 200+ Humanscale sellers located throughout the U.S. and Canada. We have seventeen showrooms located in major markets across the US and Canada. In addition, we have sales representatives and technical product specialists in located throughout the US and Canada. We work extensively with over 300 dealers throughout North America.

The overall leadership and management of the Omnia Partners agreement will be provided by Pat Mulvena, National Director of Government Sales, Tom Rennie, Government Sales Manager – Western Region, Brad Miller, Government District Manager for the DC, Maryland, Virginia & Southeast Region, and Katie Miglin, Government Contract Specialist. Pat will work closely with Omnia Partners leadership. Pat, tom and Brad will create the annual strategic business plan to programmatically achieve sales growth targets and improved service coverage across the US and Canada. The annual plan will have region by region member coverage and marketing plans plus detailed metrics, measured monthly, to ensure full participation by our entire sales force. Katie will be responsible for contract management including monthly and quarterly reports and audits to ensure 100% accuracy in our Omnia Partners sales reports.

Katie will also make sure agreed to contract discounting is applied to all product sales to

member agencies ensuring the leveraged benefit of the Omnia Partners agreement is realized by every member, large and small. Katie will also make sure any new products are added to the contract through the appropriate contractual process as soon as possible to deliver the greatest value possible to each member agency.

Pat Mulvena, Tom Rennie, and Brad Miller will oversee and support Government Sales Specialist team members and the Commercial Sales Team members throughout North America. Pat, Tom and Brad will ensure that the Humanscale sales team is engaged with every Omnia Partners member agency along with active, hands on, sales support and training. Through our customized CRM portal, we will track and measure activity to ensure proper and complete coverage of all members. This will include delivering appropriate ergonomic consultative evaluations and education along with applying our vast portfolio of product solutions ensuring agency members realize the health and wellness benefits of Humanscale products.

v. Describe Offeror's experience working with the government sector.

Humanscale has extensive experience working in the government. We continually grow our knowledge and understanding to help shape and support the success of the government business. We hold a federal government contract as well as various state and educational contracts.

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

Humanscale has no current or past litigation that would interfere with the performance of this contract. Also, there has been no reorganization, state investigations of the company or personnel.

vii. 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.

Humanscale's public agency sales with State, County, City governments and education customers in calendar year 2021 were \$30,997,666.

**County of Los Angeles
Internal Services Department**

Yancy Duckworth
Purchasing & Contracts
1100 N Eastern Avenue, Los Angeles, CA 90063
323-267-2208
yduckworth@isd.lacounty.gov

- 2021 Revenue: \$860,767
- Scope of Work: Provided Seating, Height Adjustable Tables, Monitor Arms, Keyboard Trays, Lighting and other Ergonomic Tools on various projects with different departments throughout the county over the last 10 years

**County of Orange
Social Services Agency**

Juanita Trejo-Middleton
Safety & Training Officer
500 N. State College Blvd, Orange, CA 92868

714-541-7775

Juanita.Trejo-Middleton@ssa.ocgov.com

- 2021 Revenue: \$297,369
- Scope of Work: Provided Seating, Height Adjustable Tables, Monitor Arms, Keyboard Trays, and other Ergonomic Tools on various SSA locations within the county over the last 7 years

County of Riverside

Department of Public Social Services (DPSS)

Bryson Arnold

Facilities Planning Supervisor

731 Palmyrita Avenue, Riverside, CA 92507

(951) 358-3271 (Desk)

barnold@rivco.org

- 2021 Revenue: \$700,015
- Scope of Work: Provided Seating, Height Adjustable Tables, Monitor Arms, Keyboard Trays, Lighting and other Ergonomic Tools on various projects such as Lake Elsinore and Coachella over the last 10 years

Tarrant County College District

Real Estate & Facilities

Gena Bartlett

Interior Design-Project Manager

5450 N. Riverside Drive, Fort Worth, TX 76137

817-515-6092

ragena.bartlett@tccd.edu

- 2021 Revenue: \$151,119
- Scope of Work: Provided Seating, Height Adjustable Tables, Monitor Arms, Keyboard Trays and other Ergonomic Tools on various projects over the last 5 years

Johnson County

Facilities Management

Lydia Travis

Project Manager

111 S. Cherry Street, Suite 2100, Olathe, KS 66061

913-715-1151

Lydia.Travis@jocogov.org

- 2021 Revenue: \$67,366
- Scope of Work: Provided Height Adjustable Tables, Monitor Arms, Keyboard Trays and other Ergonomic Tools on various projects over the last 5 years

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

When we enter into any agreement with an agency, they will send us a copy of their contract to sign.

- ix. ***Provide any additional information relevant to this section.***

SUSTAINABILITY: MAKING A POSITIVE IMPACT

NET POSITIVE: LESS BAD IS NOT GOOD ENOUGH

As a global company, our approach focuses not only on minimizing our negative impacts but working to produce significant positive contributions.

For us, becoming Net Positive means incorporating manufacturing into our environmental and social solutions. It means finding ways to go beyond reducing our consumption—to give back, replenish, and continue making a positive environmental and social impact on the world.

Pioneers in Material Transparency

Our published and third-party audited ingredient lists show customers exactly what is in the products they're getting and allow buyers to make more informed choices.

Design with Healthy Materials

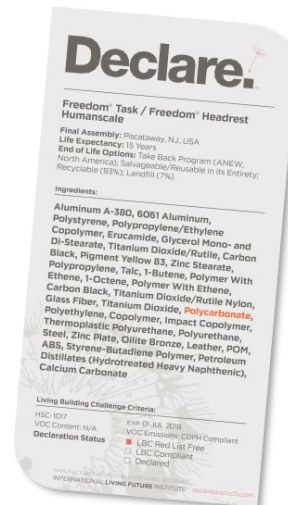
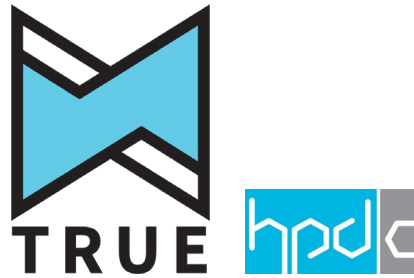
Humanscale has removed virtually all Red List chemicals commonly used in the industry from our products.

Sustainable Operations

Facilities in Piscataway (main plant) and Fresno have achieved TRUE Zero Waste Gold certification. Solar array provides 85% of the power needed for all production in Piscataway facility. Rainwater capture systems provide all water needed for our production globally. Waste diversion rate is greater than 90% globally.

Social – Supply Chain

Humanscale audits all of our major suppliers for environmental and social impacts including child labor, forced labor, and community impacts. For key suppliers, we conduct third-party, on-site audits.



SAVING THE PLANET, ONE PRODUCT AT A TIME

First published by the International Living Future Institute (ILFI) in 2015, the [Living Product Challenge](#) (LPC) is the most rigorous test of sustainability, requiring manufacturers to give back more to the planet than they use.

Humanscale is proud to be the first manufacturer in any industry to achieve the entire Living Product Challenge, offering our customers the opportunity to make a positive impact by simply buying our products. Currently, 26 of our products are climate, water, and energy positive – leaving the planet measurably better off every time they're made.

They are the designs of the future; products with a net positive impact.

Products Certified by Living Product Challenge



SUSTAINABILITY: MAKING A POSITIVE IMPACT

OUR CUSTOMERS MAKE IMPACTS

In addition to purchasing products that leave the world better off, customers can work with Humanscale to dispose of products in the most responsible way possible. Rather than sending them to landfills, we make it easier for our customers to repurpose their products with our [BEAM program](#).

CERTIFICATION

Humanscale products maintain a host of environmental certifications and can contribute towards valuable LEED credits. Click [here](#) to view certification details.



WWF PARTNERSHIP

We actively contribute to an organization that prioritizes the preservation of ecosystems – the World Wildlife Fund. Humanscale has partnered with WWF and the Cambodian government to preserve an important ecosystem of 1.5 million acres in the eastern plains of Cambodia that historically has been devastated by illegal logging and hunting.

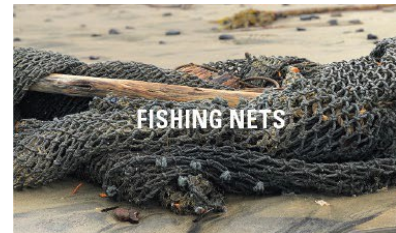
FROM OFFICE TO OCEAN: RECLAIMING OCEAN PLASTIC

Examples of our commitment to net positive products, Smart Ocean and Liberty Ocean chairs incorporate almost 2 pounds of reclaimed ocean fishing nets per chair. Path chairs incorporate 9.5 pounds of ocean plastic each.

Widely regarded as the most harmful type of ocean plastic, discarded fishing nets “ghost fish” for years, damaging delicate ecosystems and the marine life that inhabit them.



As the first chairs ever made from recycled fishing nets, our Path, Smart Ocean, and Liberty Ocean chairs not only help clean up our oceans, but also reflect our commitment to creating an overall positive impact on the Earth.



SUSTAINABILITY: MAKING A POSITIVE IMPACT

By demanding sustainable products and practices, you have the power to make positive change the world.

Resources & Links

Annual Report

[Corporate Social Responsibility](#)

Descriptions

[Humanscale's Initiatives](#)

Policies

[Design for Environment](#)

[Durability and Upgradeability](#)

ILFI Website

[Humanscale Product Case Studies](#)

Product Certificates

View published product ecolabels and certifications and see which Humanscale products contribute to the achievement of specific established standards.

- [LEED](#)
- [WELL](#)
- [Living Building](#)
- [BIFMA level®](#)
- [Declare](#)
- [Indoor Advantage Gold](#)

Humanscale®



THE HUMANSCALE DIFFERENCE



1 – PIONEER IN ERGONOMICS

At our core, we are human centric, not product centric. Humanscale’s ergonomic work tools, including the first ever self-reclining chair, support the human body and focus on function before all else.



2 – SUSTAINABILITY IS OUR MANTRA

At Humanscale, we focus not only on reducing our negative environmental impact, but also on making an overall net Positive impact. We are the first manufacturer to complete the rigorous Living Product Challenge. We have also become the clear leader in material transparency by publishing more than half of the Health Product Declarations and Declare labels that exist in the entire furniture industry.



3 – DESIGN PHILOSOPHY

At Humanscale, our design philosophy is “function first,” followed by the form of a product – the opposite of how our competitors think. Thus, the form that flows out of function becomes honest, timeless and as relevant in New York as it is in Singapore or London.



4 – MANUFACTURER AND SERVICE PROVIDER

While other products may be created with ergonomic principles, Humanscale is the only manufacturer with an ergonomic consulting group. We are able to consult with any new occupiers on how their space can ergonomically adapt to them.

NIELS DIFFRIENT



Niels Diffrient
1928-2013

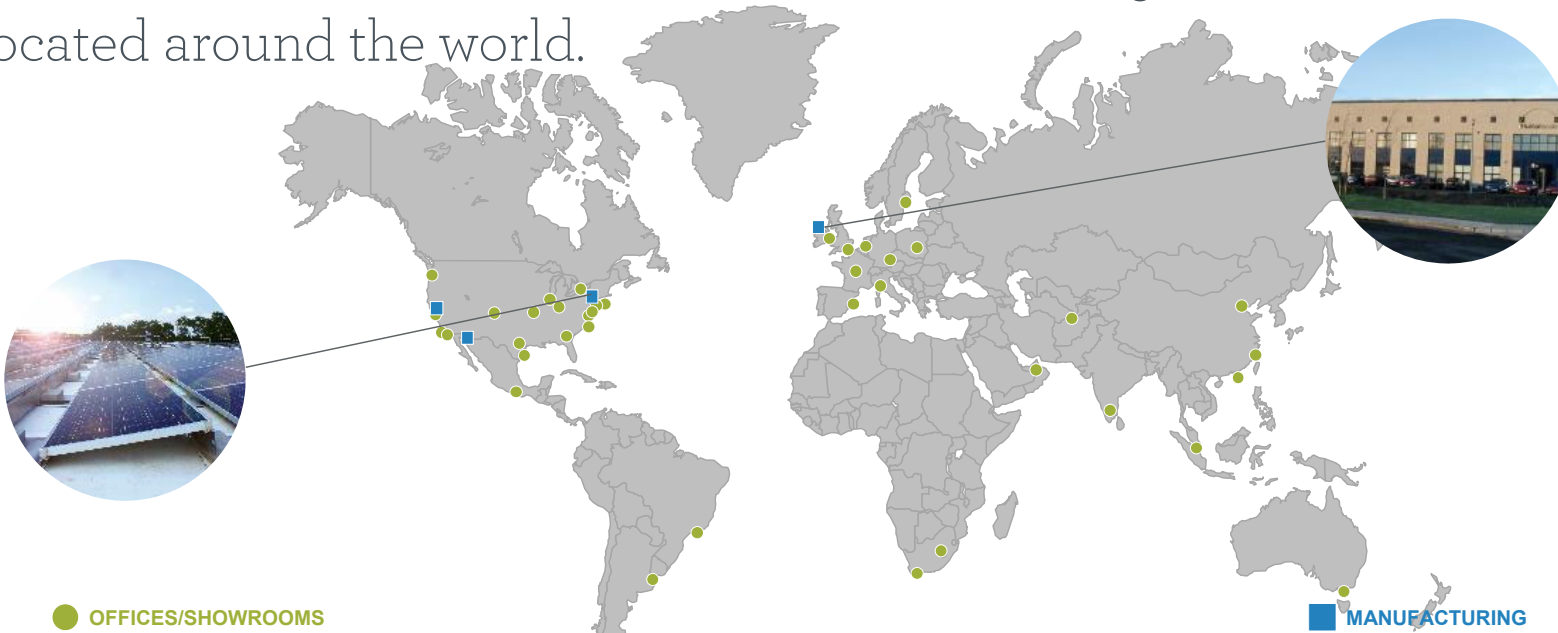
“The best way to know what people want and need is not by asking them, but by understanding them.”

With a career spanning more than 50 years, award-winning designer **Niels Diffrient** revolutionized the world of design by focusing on the human experience.

1998 Niels' partnership with Humanscale began with the development of the **Freedom chair**.

A GLOBAL FOOTPRINT

Humanscale has sales offices and manufacturing facilities located around the world.



OFFICES/SHOWROOMS

MANUFACTURING

- | | | | | | | | |
|--------------|------------|--------------|-------------------------|--------------|---------------|------------------|-----------------|
| ATLANTA | CHICAGO | HONG KONG | MALAYSIA | NUREMBERG | SAN FRANCISCO | WARSAW | DUBLIN, IRELAND |
| BANGALORE | CINCINNATI | HOUSTON | MILAN | PARIS | SAO PAULO | WASHINGTON, D.C. | FRESNO, USA |
| BEIJING | DALLAS | JOHANNESBURG | MICHIGAN | PHILADELPHIA | SHANGHAI | | NOGALES, MEXICO |
| BOSTON | DENVER | KANSAS CITY | MEXICO CITY | PRAGUE | SINGAPORE | | PISCATAWAY, USA |
| BUENOS AIRES | DUBAI | LONDON | NEW YORK (HEADQUARTERS) | SEATTLE | STOCKHOLM | | |
| CAPE TOWN | DUBLIN | LOS ANGELES | | SAN DIEGO | TORONTO | | |

37

Offices/Showrooms
in 18 Countries

LOCATIONS

4

Manufacturing Facilities

SUPPLIERS

153

Suppliers Worldwide

PRODUCTS

7,086,456

Products Sold

28%

of Material Sourced from
Recycled Sources



Less bad
is not good
enough.

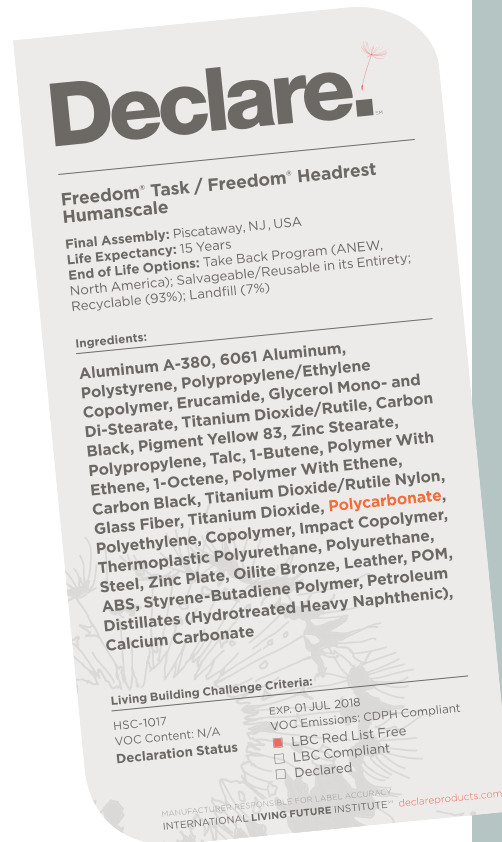
SUSTAINABLE OPERATIONS



LEADER IN MATERIAL TRANSPARENCY



Jane Abernethy
Chief Sustainability Officer



What if your furniture had an Ingredient label? Ours do.

Declare.

We include at least 99% of our ingredients in Health Product Declarations and Declare labels, so we — and you — know exactly what you are getting. To date, Humanscale has published more hpd's than any other manufacturer in our industry.



SMART OCEAN



Humanscale®





NEXT WAVE INITIATIVE

Humanscale is
a founding company
of Next Wave,

**Humanscale joined
global corporations Dell,
General Motors, Interface,
Trek, and Van de Sant to
create Next Wave Plastics—
a collaboration established
to keep plastic out of
the ocean.**



Humanscale is working toward a **net positive** future, through initiatives that go beyond sustainability to give back to the world.



“No amount of recycling will equal using less in the first place.”

Niels Diffrient

HUMANSCALE CONSULTING

Our core offerings include:

- Outsourced Program Management
- Online Consultations & Virtual Assessments
- Online Self-Assessment Software
- Certification Programs in Office Ergonomics
- Design Services



Humanscale®



Awards

Humanscale is honored to have received over 200 global design awards for our products.



2022 | Path
MetropolisLikes at
NeoCon



2022 | Path
NYCxDESIGN Award
Winner - Contract
Seating



2022 | Liberty Ocean
NYCxDESIGN Award
Finalist -
Environmental Impact



2022 | Path
MetropolisLikes at
NYCxDesign



2022 | Path
iF Design Award



2021 | Freedom Chair
Best of the Year



2021 | Liberty Ocean
Best of Year:
Environmental Impact



2020 | Design with the
Environment in Mind
World Changing Ideas:
Honorable Mention



2019 | Nova Task Light
iF Design Excellence



2018 | Smart Ocean
Best of Year (Finalist -
Furniture: Task
Seating)



2018 | M/Connect 2
Product of the Year –
Lighting & Technology
Accessories



2018 | Smart Ocean
Product of the Year –
Task Furniture



2018 | QuickStand Eco
Best of Year (Finalist -
Furniture: Task
Seating)



2018 | CSO Jane
Abernethy
Women in
Sustainability
Leadership Awards



2018 | Humanscale
Innovation by Design
Awards (Honorable
Mention -
Health&Wellness)



2018 | Freedom
Headrest
Innovation by Design
Awards (Honorable
Mention - Timeless
Design)



#METROPOLISlikes

2018 | QuickStand Eco
Interior Design HiP
Awards 2018 Winner



2018 | Monitor Arms
Best of NeoCon, Silver



2018 | CSO Jane
Abernethy
Interior Design HiP
Awards 2018 Winner



2018 | Smart Ocean
#MetropolisLikes
Awards, Winner

#METROPOLISlikes

2018 | Nova
Best of NeoCon, Silver

2017 | Infinity
Best of NeoCon, Silver

2017 | Humanscale
International Living
Future Institute,
Manufacturer
Visionary Award,
Winner

2017 | Infinity
#MetropolisLikes
Awards, Winner



2017 | Infinity
Red Dot Design
Awards 2017, Winner



2016 | Quickstand Lite
Mixology North – Mix
Interior Awards 2016,
Product of the Year



2016 | Horizon Colors
Interior Design Best of
Year Awards 2016,
Best of Year



2016 | Vessel
Architect's Newspaper
Best of Design Awards
2016, Honorable
Mention



2016 | OfficeIQ
IoT Breakthrough
Awards 2016, Winner



2016 | QuickStand Lite
Architectural Record
Awards 2016, Product
of the Year



2016 | Trea
Architectural Record
Awards 2016, Product
of the Year



2016 | Vessel
Architectural Products
Product Innovation
Awards 2016, Winner



2016 | Quickstand Lite
#MetropolisLikes
Awards, Winner



2016 | QuickStand Lite
Best of NeoCon, Gold



2016 | Bob King
Interior Design HiP
Awards 2016, Winner



2016 | MedLink
Interior Design HiP
Awards 2016, Honoree



HONOREE
2016

2016 AWARDS HONOREE

2016

best of the best

2016 | Trea
Interior Design HiP
Awards 2016, Honoree

2016 | QuickStand Lite
NYCxDesign Awards –
Interior Design 2016,
Honoree

2016 | Pinstripe Textile
Architizer A+ Awards
2016, Special Mention

2016 | Quickstand Lite
Red Dot Design
Awards 2016, Best of
the Best

BEST of year INTERIOR
best in 10



2015 | QuickStand
Interior Design Best of
Year, Best in 10

2015 | Infinity
Best of NeoCon, Silver

2015 | Occasional
Best of NeoCon, Silver

2015 | Ballo
Red Dot Design
Awards 2015,
Honorable Mention



2015 | QuickStand
Red Dot Design
Awards 2015,
Honorable Mention

2015 | Trea
Red Dot Design
Awards 2015, Best of
the Best

2014 | Element Disc
Architects Choice
Award 2014, Best
Interior Design Product

2014 | Ballo
Interior Design HiP
Awards 2014, Winner



2014 | Trea
Spark Design Awards
2014, Gold

2014 | QuickStand
Spark Design Awards
2014, Silver

2014 | Ballo
Spark Design Awards
2014, Bronze

2014 | QuickStand
Interior Design HiP
Awards 2014, Honoree



2013 | Diffrient World
Mixology North - Mix
Interior Awards 2013,
Winner

2013 | Element Disc
Mixology North - Mix
Interior Awards 2013,
Winner

2013 | T7
Spark Design Awards,
Silver

2013 | Float
Architects Choice
Award 2013, Winner



2013 | Diffrient Smart
Interior Design Best of
Year Awards 2013,
Honoree



2013 | V6
Appliance DESIGN's
Annual Excellence in
Design, Silver



2013 | Element Disc
Appliance DESIGN's
Annual Excellence in
Design, Gold



2012 | V6
Interior Design Best of
Year Awards 2012,
Honoree



2012 | V6
Nightingale Awards
2012, Gold



2013 | Element Disc
PIN UP Design
Awards, Silver



2013 | T7
Best of NeoCon, Gold



2013 | T7
Red Dot Design
Award, Winner



2012 | Diffrient World
GIO Design Awards,
Winner



2012 | Element Disc
Spark Design Awards,
Bronze



2013 | Diffrient World
PIN UP Design
Awards, Special Prize



2013 | Diffrient Smart
International Design
Excellence Awards,
Finalist



2012 | Diffrient Smart
iF Product Design
Award 2013, Gold
Winner



2012 | Horizon
PIN UP Design
Awards, Bronze



2012 | Diffrient Smart
Spark Design Awards,
Silver



2013 | Float
Bureaux Expo, Les
Trophées de
l'Innovation 2013



2013 | Element Disc
International Design
Excellence Awards,
Finalist



2012 | Float
iF Product Design
Award 2013, Winner



2012 | V6
Nightingale Awards
2012, Gold



2012 | Element Disc
Architects Choice
Award 2012, Highly
Commended



2012 | Mode
IIDEX/NeoCon
Canada Innovations
Awards, Silver



2012 | M/Flex
IIDEX/NeoCon
Canada Innovations
Awards, Silver



2012 | Element Disc
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2012 | Diffrient Smart
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2012 | Zon Max
Housewares
Executive's Innovation
Award, 1st Place



2012 | Horizon
International Design
Excellence Awards,
Gold



2012 | Element Disc
Buildings Product
Innovations Awards,
Grand Winner



2012 | Zon Max
Buildings Product
Innovations Awards,
Merit Winner



2012 | Mode
Buildings Product
Innovations Awards,
Grand Winner



2012 | Horizon
Appliance DESIGN's
Annual Excellence in
Design, Gold



2012 | T7
HEALTHCARE
DESIGN: Most
Innovative Product
Designers



2012 | Horizon
Next Generation
Luminaires, Winner



2012 | Horizon
IHA Innovation Award,
Winner



2011 | Horizon
Interiors & Sources'
Readers' Choice Best
Products, Winner



2011 | Horizon
GIO Design Awards,
Winner



2011 | Zon
GIO Design Awards,
Winner



2011 | Freedom
FIRA Ergonomics
Excellence Award,
Winner



2011 | M8
FIRA Ergonomics
Excellence Award,
Winner



2011 | M2
FIRA Ergonomics
Excellence Award,
Winner



2011 | Liberty
FIRA Ergonomics
Excellence Award,
Winner



2011 | Trea
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2011 | Element Vision
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2011 | Float
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2011 | Element Vision
Innovative Green
Design Awards,
Winner



2011 | Trea
Buildings Product
Innovations Awards,
Merit Winner



2011 | Horizon
Best of NeoCon, Silver



2011 | Zon
International Design
Award, Second Prize

2011 | Float
Best of NeoCon, Silver



2011 | Float
Buildings Product
Innovations Awards,
Merit Winner



2011 | Horizon
International Design
Award, First Prize



2011 | Element
Classic/790
Appliance DESIGN's
Annual Excellence in
Design Awards, Silver



2011 | Zon
Appliance DESIGN's
Annual Excellence in
Design Awards,
Bronze



2011 | Horizon
Red Dot Design Award
Winner



2010 | Horizon
Interior Design Best of
Year Award, Merit
Award



2010 | Para/Flex
Interior Design Best of
Year Award, Merit
Award



2010 | Tolomeo LED
Interiors & Sources'
Readers' Choice Best
Products, Winner



2010 | Horizon
FX International
Interior Design Award,
Winner



2010 | Horizon
Spark Design Award,
Gold



2010 | Para/Flex
Spark Design Award,
Gold



2010 | Horizon
Best of NeoCon East
Peoples' Choice
Award



2010 | M8
GIO Design Awards,
Winner



2010 | Horizon
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2010 | Diffrient World
HD Boutique Best of
Boutique Awards,
Honorable Mention



2010 | Element Vision
Best of NeoCon 2010,
Silver Winner



2010 | Horizon
Buildings Product
Innovations Awards,
Citation of Excellence



2010 | Switch Mouse
GIO Design Awards,
Winner



2010 | Zon
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2010 | Horizon
HD Boutique Best of
Boutique Awards,
Winner



2010 | M8
Buildings Product
Innovations Awards,
Citation of Excellence



2010 | M2
I.D. Annual Design
Review, Honorable
Mention



2010 | Element
Classic/790
GIO Design Awards,
Winner



2010 | M8
IIDEX/NeoCon
Canada Innovations
Awards, Bronze



2010 | M2
International Design
Excellence Awards,
Finalist



2010 | Element Vision
Buildings Product
Innovations Awards,
Citation of Excellence



2010 | Element
790/Classic
Appliance DESIGN's
Gold Award in
Lighting, 2010



2010 | M2
GIO Design Awards,
Winner



2010 | Element
Benelux Office
Products Awards,
Winner



2010 | Zon
Best of NeoCon 2010,
Gold Winner



2010 | Para/Flex
Buildings Product
Innovations Awards,
Grand Prize



2010 | Element
790/Classic
2010 Lighting Design
Awards Finalist,
Interior Luminaires
Category



2010 | Diffrient World
Red Dot: Best of the
Best Award 2010



2009 | M2
Best of NeoCon, Gold



2009 | M2
Best of NeoCon, Gold



2009 | Element
790/Classic
Best of NeoCon, Gold

Element 790/Classic

2009 | Diffrient World
Buildings Magazine
Innovations Awards,
Citation of Excellence



2009 | Zon
Buildings Magazine
Innovations Awards,
Grand Prize



2009 | Diffrient World
IIDEX/NeoCon
Canada Innovations
Awards, Gold



2009 |
/userFiles/images/about_humanscale/awards/iidex_2
Element 790/Classic



2009 | V7
IIDEX/NeoCon
Canada Innovations
Awards, Gold



2009 | M2
Buildings Magazine
Innovations Awards,
Grand Prize



2009 | M2
Buildings Magazine
Innovations Awards,
Grand Prize



2009 | L6 Notebook
IIDEX/NeoCon
Canada Innovations
Award Bronze, 2009



2009 | M2
IIDEX/NeoCon
Canada Innovations
Award Bronze, 2009



2009 | M2
Spark Design Awards,
Bronze



2009 | Element
790/Classic
Buildings Magazine
Innovations Awards,
Citation of Excellence



2009 | M2
Design Center
Stuttgart International
Design Awards, Focus
in Silver



2009 | Diffrient Work
Light
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award



2009 | Element
790/Classic
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award



2009 | M2
Chicago Athenaeum
Museum of
Architecture Good
Design Award



2009 | Freedom
Headrest
ComfortSeating
Awards, Best Product
for Environmental
Sustainability





2009 | Liberty
ComfortSeating
Awards, Best Seat



2009 | M2
Mixology, Winner



2009 | 6G
Buildings Magazine
Innovations Awards,
Citation of Excellence



2009 | Diffrient World
Chicago Athenaeum
Museum of
Architecture Good
Design Award



2009 | 6G
IDEX/NeoCon
Canada Innovations
Awards, Silver



2009 | Diffrient Work
Light
iF product design
award 2009



2009 | Diffrient World
FX International
Interior Design Awards
Winner



2008 | NeatLinks
Buildings Magazine
Innovations Awards,
Grand Prize



2008 | Diffrient Work
Light
Buildings Magazine
Innovations Awards,
Citation of Excellence



2008 | NeatLinks
IDEX/NeoCon
Canada Innovations
Awards, Bronze



2008 | Diffrient Work
Light
Buildings Magazine
Top 100 Products,
Editor's Choice



2008 | Switch Mouse
iF Product Design
Award



2008 | CPU600
Green Dot Awards,
Honorable Mention



2008 | Liberty Side
Green Dot Awards,
Honorable Mention



2008 | Switch Mouse
CES Innovations
Awards, Honoree



2008 | V7
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award



2008 | Cinto
Design Center
Stuttgart International
Design Awards, Focus
in Silver



2008 | V7
International Design
Awards, Second Place



2008 | Access Rail
Green Dot Awards,
Honorable Mention



2008 | Diffrient Work
Light
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award



2008 | V7
Interior Design Best of
Year Award, Merit
Award



2007 | T5
International Design
Awards, First Prize



2007 | Switch Mouse
Buildings Magazine
Innovations Awards,
Grand Prize



2007 | Switch Mouse
Best of NeoCon, Gold



2007 | T5
International Design
Awards, First Category
Winner



2007 | Cinto
Good Design Japan
Awards, Product
Design



2007 | Switch Mouse
Good Design Japan,
Product Award



2007 | Para/Flex
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award



2007 | CPU600
IIDEX/NeoCon
Canada Innovations
Awards, Gold



2007 | Switch Mouse
Good Design Japan,
Product Award



2007 | Cinto
International Design
Awards, First Prize



2007 | Cinto
International Design
Awards, Product
Design of the Year



2007 | T5
Appliance DESIGN's
Annual Excellence in
Design, Bronze



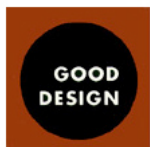
2007 | Cinto
Buildings Magazine
Annual Excellence in
Design, Bronze



2007 | Cinto
International Design
Awards, First Category
Winner



2007 | Switch Mouse
Appliance DESIGN's
Annual Excellence in
Design, Gold



2007 | Switch Mouse
Chicago Athenaeum
Museum of
Architecture Good



2007 | Switch Mouse
Mixology, Winner



2006 | Access Rail
Best of NeoCon, Gold



2006 | CPU600

Architecture Good
Design Award, Good
Design Award

Buildings Magazine
Innovations Awards,
Citation of Excellence



2006 | Liberty Side
IIDEX/NeoCon
Canada Innovations
Awards, Silver, 2006

2006 | Cinto
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award

2006 | Cinto
IIDEX/NeoCon
Canada Innovations
Awards, Silver

2005 | FM500
Buildings Magazine
Innovations Awards,
Grand Prize



2005 | 5G
Buildings Magazine
Innovations Awards,
Citation of Excellence,
2005

2005 | Liberty Side
Best of Neocon, Gold

2005 | Liberty Side
Buildings Magazine
Top 100 Products,
Editor's Choice

2005 | 5G
IIDEX/NeoCon
Canada Innovations
Awards, Silver



2005 | Liberty Side
Buildings Magazine
Innovations Awards,
Citation of Excellence

2005 | Liberty
Design Center
Stuttgart International
Design Awards, Focus
in Silver

2005 | FM500
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award

2005 | Liberty Side
I.D. Annual Design
Review 2005



2005 | Cinto
IIDEX/NeoCon
Canada Innovations
Awards, Silver

2004 | Liberty
Best of NeoCon, Gold

2004 | 6G
Buildings Magazine
Innovations Awards,
Citation of Excellence,
2004

2004 | Liberty
IIDEX/NeoCon
Canada Innovations
Awards, Silver, 2004





2004 | M7
FIRA Ergonomics
Excellence 2004



2004 | L2
NECE Attendees'
Choice Award

2004 | Liberty Side
Buildings Magazine
Top 100 Products,
Editor's Choice



2004 | Liberty
Chicago Athenaeum
Museum of
Architecture Good
Design Award, Good
Design Award



2004 | Freedom
FIRA Ergonomics
Excellence 2004

Humanscale®

Tab 5 – Value Add

Humanscale Ergonomic Consulting

Humanscale's Award Winning Ergonomic Consulting Programs and Services will help enable you and your organization to provide your office with a healthy and safe workstations. Our research-based training and assessment programs improve worker comfort while lowering injury risks and associated costs. Humanscale Consulting assists organizations with the development, implementation, and management of cost-effective ergonomics programs.

Humanscale ergonomic consulting improves employee well-being through healthy ergonomics programs. Our services include both virtual and onsite risk assessment, help with LEED requirements, and comprehensive ergonomic training.

- Ergo IQ – Ergonomics Software, Innovative cloud-based platform, designed to streamline the process of optimizing employee health and wellness
- Program Development, Implementation & Management
- Onsite & Virtual Assessments
- Ergonomics Training & Certification
- Work From Home Ergonomics
- Workplace Design Consulting Ergonomics

Humanscale's team of board-certified ergonomists have implemented formal ergonomics programs for clients ranging in size from large Fortune 500 companies, to mid-size government agencies and municipalities, to small privately held firms.

Humanscale Design Services Program

Humanscale Design Services are able to provide layout and space planning assistance for your custom projects. Delivering a full Humanscale product solution, CAD (.dwg) floor plans, product suggestions, custom renderings, and a ready to order .sif file (bill of materials) for your convenience.

- Custom Project Renderings
- Dealer Specification Tools; CAP 2020, Project Matrix & CET Designer
- Autocad, Revit, Cap 20/20, Cet Designer & Project Matrix
- AutoCAD and Revit Symbol Creation
- Expert Product & Design Software Knowledge
- Project-Specific, Ready to Order .Sif Files
- Layouts and Space Planning

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

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

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

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

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/24/2022

Date

Sr. Contract Administrator
Katie Miglin Gov't Specialist
Authorized Signature & Title

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

Humanscale Corporation

Contact

Katie Miglin

Signature

Katie Miglin

Printed Name

Sr. Contract Administrator, Gov't Specialist

Position with Company

Address

220 Circle Drive North

**Official
Authorizing
Proposal**

Katie Miglin

Signature

Katie Miglin

Printed Name

Sr. Contract Administrator, Gov't Specialist

Position with Company

Phone

732-537-2944

Fax

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 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, Katie Miglin, as an authorized representative of

Humanscale Corporation, 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.

Katie Miglin
Signature of Named Authorized Company Representative

6/24/2022
Date



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-10

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for
Ergonomic Workplace Solutions

NEW SUBMITTAL DEADLINE: Wednesday, July 6, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Ergonomic Workplace Solutions (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Ergonomic Workplace Solutions. Addendum No. 1 is hereby issued as follows:

1. **New Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, June 28, 2022 @ 2:00 PM Central Time and extended as indicated below and above:
 - Wednesday, July 6, 2022 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Humanscale Corporation

Contact Person Katie Miglin

Signature *Katie Miglin*

Date 7/5/2022

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist