



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Humanscale Corporation**, 220 Circle Drive North, Piscataway, NJ 08854 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO
Date: 2/17/2020 | 5:01 PM CST

Humanscale Corporation

DocuSigned by:
By: Katie Miglin
D20E2D485E5E442...
Katie Miglin

Title: Sr. Contract Administrator
Date: 2/18/2020 | 6:49 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO
Date: 2/17/2020 | 6:57 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Humanscale Corporation
Does your company conduct business under any other name? If yes, please state: N/A
Address: 220 Circle Drive North
Piscataway, NJ 08854
Contact: Katie Miglin
Email: kmiglin@humanscale.com
Phone: 732-537-2944 1109
Fax: 732-356-4146
HST#: 11-2793425

Submission Details

Created On: Thursday October 31, 2019 08:02:54
Submitted On: Thursday December 19, 2019 14:27:16
Submitted By: Katie Miglin
Email: kmiglin@humanscale.com
Transaction #: aa4898df-68b6-44e4-88e2-8ba23b9561e9
Submitter's IP Address: 148.77.88.54

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Humanscale Corporation
2	Proposer Address:	220 Circle Drive North, Piscataway, NJ 08854
3	Proposer website address:	www.humanscale.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Katie Miglin, Sr. Contract Administrator Government Specialist, 220 Circle Drive North, Piscataway, NJ 08854, kmiglin@humanscale.com, 732-537-2944 ext 1109
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Katie Miglin, Sr. Contract Administrator Government Specialist, 220 Circle Drive North, Piscataway, NJ 08854, kmiglin@humanscale.com, 732-537-2944 ext 1109
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patrick Mulvena, Director of Government Sales, 2104 Market Street, Philadelphia, PA 19103, pmulvena@humanscale.com, 302-544-0544

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>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.</p> <p>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.</p> <p>Diffrient's design for the Liberty chair—a unique mesh seating solution introduced in 2004—continued Freedom's legacy, collecting a number of prestigious awards in its own right, and earning a place in the 2007 National Design Triennial at the Smithsonian's Cooper-Hewitt, National Design Museum. Diffrient's seating solutions for Humanscale have even gained attention from Hollywood, gracing the sets of a lengthy roster of hit television shows and films, including New Girl, 24, Ugly Betty, Heroes, The Bourne Ultimatum, Mission: Impossible III, and Mr. & Mrs. Smith, Bones, Boston Legal, NCIS, Fast and Furious 7, Criminal Minds, Fantastic Four, Limitless, CSI: Cyber, Independence Day 2 and most recently The Intern.</p> <p>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.</p> <p>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.</p>
8	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>As the pioneer and leader of office ergonomics, Humanscale makes products that allow workstations to adapt to the user, not the other way around. We offer a range of sit/stand solutions from electronic and counterbalance adjusted workstations to desktop sit/stand solutions. We offer a range of different Ergonomic chairs including task chairs, conference seating, multi-purpose seating, and guest/side chairs. Our range (portfolio) of ergonomic office solutions include(s) keyboard trays, height and depth adjustable monitor arms, task lighting, cable management solutions, ergonomic software, and additional ergonomic accessories. We also offer a range of Point of Care medical equipment solutions within the healthcare environment which includes workstation on wheels, Medical Carts, and our V6 wall stations. We have an Ergonomic Consulting Division made up of certified Ergonomists who offer a range of different trainings and ergonomic evaluation services which would also be available through Humanscale on this contract. Humanscale's 200+ sales reps who support every part of the U.S. and Canada that will be available to all your members to provide ergonomic and product expertise and provide samples for evaluation.</p>
9	<p>What are your company's expectations in the event of an award?</p>	<p>Humanscale views the Sourcewell contract as imperative to growing our local government business in the U.S. and Canada. We would have the ability to aggressively grow this government segment by utilizing a large national cooperative contract that we would lead with to position Humanscale. From the onset of an award we would proactively contact existing members about Humanscale's new Sourcewell contract with the hope of setting up as many face to face meetings to learn more about their current ergonomics program, furniture standards, and help enhance their current work environment. To enhance our own marketing efforts we would look for additional marketing support that Sourcewell can provide on Humanscale to your members. Quarterly business reviews and annual planning would be conducted to keep focus on growing this contract and establish new action steps. Links and microsites could be established from Humanscale's website for additional info on Sourcewell and we would ask for the same support from Sourcewell. Strategic account conversations and collaboration would be welcome to help grow our business on this contract.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A copy of our audited financials have been uploaded.	*
11	What is your US market share for the solutions that you are proposing?	35%	*
12	What is your Canadian market share, if any?	31%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Humanscale has not petitioned for bankruptcy.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Humanscale designs, develops and manufactures all our products. We have a dedicated team of designers and engineers that utilize customer and design community feedback, market research, and workplace dynamics research to create our current and future product line. Humanscale has a dedicated direct sales organization of over 200 associates located in major markets and remote geographies throughout the US and Canada. These 200 sellers are fully trained in not only our full product portfolio but also the health and wellness elements of proper ergonomics. They are supported by product specialists located in major markets along with technical support for small installations and warranty work/repairs. These 200 sellers work hand in hand with over 400 dealers in the US and over 100 dealers in Canada to market to and provide service to the 50,000+ Sourcewell agency members. This creates a team of over 3,200 sellers within North America.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Humanscale holds BIFMA certifications, and patents for our products. Other certifications held are our sustainability certifications.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Humanscale has never been suspended or disbarred.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Seating (Ergonomic Task Chairs, Conference Chairs, Stools & Guest Chairs): <ul style="list-style-type: none"> o Freedom, Liberty, Smart, Diffrient World, Liberty Side, & Occasional Chairs • Seating (Executive Boardroom Chairs): <ul style="list-style-type: none"> o Summa • Side Seating (Multipurpose Seating): <ul style="list-style-type: none"> o Cinto, Trea, and Ballo • Ergonomic Workstation Tools: <ul style="list-style-type: none"> o Keyboard Tray Systems & Accessories, Monitor Arms, Technology (Docking/Charging Stations) and CPU Holders • Lighting & Ergonomic Accessories: <ul style="list-style-type: none"> o Task Lighting, Personal LED Desk Lamps, and Ergonomic Accessories • Cable Management: <ul style="list-style-type: none"> o NeatLinks, NeatLinks Slim, NeatTech & Neat-Up • Height Adjustable Sit-to-Stand / Desktop: <ul style="list-style-type: none"> o QuickStand Eco (only) • Height Adjustable Worktable (Pneumatic/Counterbalance): <ul style="list-style-type: none"> o Float Tables, QuickStand Products, Monarch Mat Worksurface Tops: for All Table Bases • Height Adjustable Worktable (Electric): <ul style="list-style-type: none"> o eFloat Lite and eFloat Flex Table Bases (only) • Healthcare Point of Care Solutions (POC): <ul style="list-style-type: none"> o Wallmount Workstations & Workstation on Wheels (WOW) Technology Carts • Ergonomic Consulting Services (Ergonomics Software): <ul style="list-style-type: none"> o ergoIQ 	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Humanscale has amassed various awards for our products. Design Excellence, Product of the Year, Best of Year, Innovation by Design, Interior Design HiP, Manufacturer Visionary Award, Red Dot Design, IoT Breakthrough, Architizer A+, Best at NeoCon	*
19	What percentage of your sales are to the governmental sector in the past three years	Humanscale's government business includes federal, state, local, Higher Education, and K-12. In 2019 Humanscale sold \$52 million into the U.S. government sector out of overall US and Canada sales of \$300 million (amounts to 17%). In 2018 our government sales were \$47 million out of total US and Canada sales of \$290 million (amounts to 16%). In 2017 our government sales were \$44 million out of total US and Canada sales of \$264 million (amounts to 16%).	*
20	What percentage of your sales are to the education sector in the past three years	2017 - \$8M 3% 2018 - \$10M 3% 2019 - \$12.5M 4%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	E&I: 2018-\$6M (was awarded 1/1/18); 2019-\$9M St of New York: 2017-\$2.1M 2018-\$3.8M 2019-\$2.9M St of Georgia: 2017-\$1.1M 2018-\$2M 2019-\$1.5M TXMAS: 2017-\$2.2M 2018: \$2.9M 2019-\$3.3M CMAS: 2017-\$300K 2018-\$500K 2019-\$750K MHEC: 2017-\$150K 2018-\$200K 2019-\$350K	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Humanscale holds two GSA contracts, Schedule 71 and Schedule 75 Schedule 71: 2017-\$8,249,430 2018-\$7,434,960 2019-\$12,440,599 Schedule 75: 2017-\$5,850,867 2018-\$5,947,040 2019-\$7,314,213	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
County of Orange / Social Services Agency	Juanita Trejo-Middleton	714-541-7775	*
State of California Department of General Services	Candace Briggs	916-375-4136	*
Maricopa County Facilities Management	Aisha Stordeur-Hurtado	602-372-3318	*
Johnson County	Lydia Travis	913-715-1151	
City of Seattle Department Finance and Administrative Services	Jami Wallace	206-684-0243	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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State of California	Government	California - CA	Sit/Stand Products, Monitor Arms, Keyboard Trays, Medical Carts for multiple agencies Department of Corrections and Rehabilitation - 2019 (Medical Carts) Department of Motor Vehicles - 2019 (Monitor Arms) Employment Development Department - 2018 (QuickStand - Sit/Stand) Department of Developmental Services - 2018 (Monitor Arms) Employment Development Department - 2017 (QuickStand - Sit/Stand) Office of Statewide Health Planning and Development - 2017 (Monitor Arms)	\$691,330 \$289,147 \$1,841,256 \$280,787 \$1,370,083 \$127,257"	\$4,647,760.00	*
County of Los Angeles	Government	California - CA	All Product Lines: Height Adjustable Workstations, Seating, Monitor Arms, Keyboard Trays, etc. Department of Public Works 2019 Project: Department of Public Works 2018 Project: Department of Mental Health 2018 Project: Department of Mental Health 2017 Project: Department of Social Services 2017 Project: Dept of Children and Family Services 2019 Project: Dept of Children and Family Services 2018 Project: Dept of Children and Family Services 2017 Project: Sheriff's Department 2017 Project:	\$546,958 \$515,136 \$ 30,830 \$191,125 \$115,583 \$ 33,268 \$533,631 \$ 96,056 \$ 98,973"	\$2,334,063.00	*
University of Colorado Hospital	Education	Colorado - CO	"Seating, Monitor Arms, Medical Carts, Wall Mounts 2019 Project 2018 Project 2017 Project	\$384,886 \$1,317,484 \$325,827	\$2,028,197.00	*
County of Orange	Government	California - CA	All Product Lines: Height Adjustable Workstations, Seating, Monitor Arms, Keyboard Trays, etc. Social Services Agency 2019 Project: SuperBlock 2019 Project: Auditor's Office 2019 Project: OC Superior Courts and Sheriff's 2018 Project: SSA, Probation and Sheriff's 2017 Project:	\$959,814 \$231,850 \$114,850 \$185,977 \$137,541	\$1,668,200.00	*
County of Riverside	Government	California - CA	All Product Lines: Height Adjustable Workstations, Seating, Monitor Arms, Keyboard Trays, etc. Department of Public Social Services 2019 Project: Probation Department 2018 Project: Department of Public Social Services 2017 Project:	\$553,587 \$135,235 \$520,360	\$1,209,182.00	*

Table 6: Ability to Sell and Deliver Service

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

overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>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 country. 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.</p> <p>Managerial leadership for the Sourcewell partnership will be provided by our Government Sales Manager – Western Region, Tom Rennie, overseeing and supporting 5 specialists and Pat Mulvena, Government Sales Director East, supporting the other 5 specialists. Pat and Tom will ensure that the Humanscale sales team is engaged with every Sourcewell 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.</p> <p>The overall leadership and management of the Sourcewell agreement will be provided by John Finken, VP Government Sales and Katie Miglin, Government Contract Specialist. John will work closely with Sourcewell leadership and together with Pat and Tom, 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 Sourcewell 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 Sourcewell 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.</p> <p>A list of our showrooms and dealers has been added to the upload documents section.</p>
26	Dealer network or other distribution methods.	<p>Humanscale is an open line so we can sell through any contract furniture dealership in the U.S. and Canada. Additional distribution methods include Humanscale's IT Distribution Division which partners with any IT resellers like CDW and SHI. Our Retail Division works closely with retail partners like Wayfair, Relax the Back, Crate and Barrel, and Pottery Barn.</p>
27	Service force.	<p>Majority of our government business is partnered with local dealerships who normally provide the (design and planning, proposals and quotes, order entry and order management, project management, installation, punch list resolution, training, product orientation, billing, long term facility maintenance, warranty and after sales services) installation or warranty repair services but in every Humanscale office across the country we house our own techs who also support small installations and any warranty or repair work that is needed.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Humanscale has a dedicated team of over 130 associates that make up our Customer Care Team. There are seven departments/teams that cover different elements to effectively surround the sale, enrich the customer service experience, and speed response time. The most important teams that will enhance the overall Sourcewell member experience are Order Entry, Order Change, Critical Orders, eCommerce, and after sales Field Service. There are over 50 key performance metrics (KPRs) that are measured on a monthly basis across all 7 teams. For example, order accuracy must meet or exceed 99.0% every month. Call times are measured for talk time, hold time, transfer time and satisfactory resolution among other KPRs. The Order Entry team does have incentives in place focused around the volume of orders processed/entered and order accuracy. Should a Sourcewell member experience any product problems we also have a dedicated warranty claims and returns team to promptly process these important after sales services related issues. The Customer Care team is located strategically in our regional offices across all three US and Canadian 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.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Humanscale supports every territory/region within the U.S. and Canada. Even in remote areas throughout the US states and Canadian provinces we have remote sales representation and dealer sales and support services.</p>

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The Sourcewell contract will become the primary contract for government and non-profit customers. We would lead with Sourcewell for all Humanscale's sales with all Local Government and non-profit customers, but it would also be an option within education (customers who would have the choice to utilize either the Sourcewell contract or the E&I contract).	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	For orders placed through an authorized dealer all freight charges are included in the new product purchase price for shipments within the continental US and Canada. Freight charges are also included in the new product purchase price for shipments to Hawaii and Alaska. The Sourcewell member would be responsible for the cost of transport from the selected port within the 48 continental states to the final designation in Hawaii and Alaska. Jeff Thompson said it's included. I know for a fact that orders through dealers, freight is included. Should we keep it simple and state... "Freight is included in the purchase price for shipments within the continental United States and Canada, including Hawaii and Alaska."	*

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>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.</p> <p>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 than you won't 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.</p> <p>You get more standard features that make sense. Humanscale's ergonomic office furniture solutions provides all the following benefits:</p> <ul style="list-style-type: none"> • 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 <p>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:</p> <ul style="list-style-type: none"> • 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 • Transparency in Manufacturing, Healthy Materials, Level 3 Certifications and Sustainable Operations • Longevity: Reduced Cost of Ownership – customer satisfaction • Ergonomic Consulting aimed at improving worker comfort and reducing employer costs <p>Humanscale has a dedicated Government Team that will be focused on sales and service across both the US and Canada. 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 Sourcewell brings to its members.</p> <p>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 Sourcewell 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. and Canada. Also, the Government Specialist will educate and train our staff of 25 Architecture and Design representatives that will be communicating our Sourcewell and Humanscale message within the Architectural & Design community.</p> <p>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 Sourcewell members on educational seminars and ergonomic trainings we are sponsoring for each local market community on a regular basis.</p> <p>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.</p> <p>Marketing material has been uploaded</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Humanscale actively utilizes LinkedIn, Twitter, Pinterest, Instagram, and Facebook for our social media outlets to enhance marketing effectiveness to showcase product, news, installation images, sustainability messaging, etc.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our view, Sourcewell's role includes assisting vendors and customers on contract related questions, member outreach, trainings, networking, and available for account strategy conversations to grow business for us both. We would integrate a Sourcewell awarded contract into our sales process by introducing this contract and aggressive discounts to our current customers, new customers, dealers, and design firms who work within the government and education market. Sourcewell would be our lead contract across North America for all local government and non-profit customers. We would keep data on all orders and customers using this contract and then push for use with all customers who process orders not using this contract as pricing would be advantageous to them.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are open to working with any vendors who are part of the Sourcewell contract that offer e-procurement platforms for your customers if recommended. We are currently in conversations with Jaggaer to open up Humanscale to their e-procurement platform. Another avenue we use is Ariba. Humanscale products have been sold for at least 10 years through the GSA Advantage e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Being an ergonomics manufacturer, Humanscale always promotes end user training at the local level by our sales field at no cost to help educate the customer on how to properly utilize our solutions to take the most strain off their body while working. We also offer a fee-based Consulting Division made up of certified ergonomists for high level evaluations, trainings, and reporting on both industrial and office-based ergonomics. Our Architecture & Design and Sustainability teams offer CEU accredited presentations on a wide number of different topics around ergonomics and sustainability. These resources would be open to all members. Our new ergoIQ which is an online ergonomics software can be purchase for \$25 per license. We do offer a higher assessment and train the trainer programs. The information and rates (because they vary) have been uploaded.	*
37	Describe any technological advances that your proposed products or services offer.	Humanscale holds a large number of patents for our products which are proprietary to Humanscale which include our keyboard tray mechanism, technology integration into our monitor arms and task lights, automatic tension control in our task chairs, automatic lumbar support in our mesh back task chairs.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a global company our approach focuses not only on minimizing our negative impacts but working to product significant positive contributions. Our goal is to make an overall Net Positive impact on the Earth. Our plant in Piscataway is significantly using the energy from out solar panels. Our office in Atlanta is LEED Gold certified and our Philadelphia office is LEED Silver certified. Humanscale is the only manufacturer that has two of our products, the Diffrient Smart Chair and our Float Table Living Product certified. Certifications: LEED Indoor Air Quality ANSI/BIFMA FSC Declare To view additional information about the Living Product Challenge, the site is: https://living-future.org/lpc/ Our sustainability certificates have been uploaded.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	International Future Living Institute (FLI); Declare Labels, Living Product Challenge. SCS Indoor Air Quality ANSI/BIFMA level 3 Forest Stewardship Council LEED HPC (Health Product Declaration Collaborative)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We work with women or minority owned business entities, small business entities, and veteran owned business across the country. A list has been uploaded	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Humanscale is the world's leader in ergonomic product offerings. Our focus is ergonomics and our design philosophy is very unique in that we focus on making products that are very easy to use and not complicated. We are also the industry leader in material transparency. Humanscale holds 60% of all Healthy Product Declarations in our entire industry which proves that all the ingredients which our products are made of do not include any red listed chemicals. 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 Sourcewell Member's workstation.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We have Canadian based sales teams of over 35 sales representatives who support Canada (offices are in Toronto and Montreal, and remote based reps throughout the other parts of the country) and we would train all our sellers and position the Sourcewell contract to government customers. There are over 100 dealers that sell and service Humanscale products throughout the 10 Canadian provinces who would also be trained on all elements of the Sourcewell agreement.	*

Table 9: Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes, products, parts, and labor are covered throughout the duration of the warranty period.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Depending on the product the limitation would be 24/7 usage vs. Single Shift usage. In addition varies by product line.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes our warranty covers all costs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Humanscale technicians can cover most major cities in the US and Canada. For regions without a Humanscale technician we will work with trusted installation companies or dealers to complete the warranty work.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A We are not submitting items made by another manufacturer.	*
48	What are your proposed exchange and return programs and policies?	<p>In order to avoid the need for an exchange program, Humanscale has a substantial "sample" program which enables Sourcewell members to trial our products in advance of placing their order to better ensure 100% satisfaction. In addition, Humanscale products are designed to be very modular where parts and pieces can easily be swapped.</p> <p>All returned and non-damaged refused orders are subject to a twenty-five percent (25%) restocking fee. Seating 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.</p>	*
49	Describe any service contract options for the items included in your proposal.	We do offer a Preventative Maintenance option for our Healthcare Carts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not provide leasing or financing options, however if needed we can discuss extending our payment terms for a specific project.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Order Entry: Order Entry Team</p> <ul style="list-style-type: none"> • Order receipt • Review order for errors • Order entry • Update PO log <p>Order tracking: Customer Service</p> <ul style="list-style-type: none"> • Ensure orders receive correct ship date • Ensure orders ship on time • Process order changes • Process replacement orders <p>Ship Date Assignment and Inventory Management: Management Team</p> <ul style="list-style-type: none"> • Assign ship dates • Manage inventory (if forecasts are provided) • Place orders with suppliers <p>All Sourcewell purchase orders will be processed by Humanscale, whether the dealer submits the order or the order comes to us direct.</p> <p>The contracts team has a designated person who runs our reports. The report is tagged on her calendar to ensure the report is timely. The area I see we must work together is the fields for Customer Name, Email and Telephone number. These are not normal fields our ERP system supplies, so we must rely on the dealer that they receive this information, it is on their PO or ensure if the order is direct the information is provided.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept P-card payments and there is no additional costs.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Humanscale discounts are based per product category. Pricing materials have been uploaded.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount are based off the list prices show in our price guide. The discount sheet and price guide have both been uploaded.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Humanscale does offer quantity discounts. Please see attached discount sheet uploaded in Proposers Assurance of Comp
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Humanscale and our authorized dealer network can facilitate the purchase of "open market" non-Humanscale products. Our dealer network provides a full array of design services to assist Sourcwell members with the overall planning process, product selection, mock ups, pricing proposals, order management and installation services. In addition, Humanscale does have the ability to customize our products to meet specific design or functional specifications. These Special Order Requests (SORs) are common and make up over 20% of our overall sales volume. Specials are quoted on a product by product bases as each one is uniquely designed for a specific application. Humanscale special orders would be discounted based upon the product category that the special is part of.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included in the price of the product would be limited to delivery and installation. These charges are typically quoted on project by project basis and are impacted by many factors including time and day of delivery, loading dock and elevator access, union and non-union labor requirements, etc.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Humanscale terms are FOB destination and include the cost for all freight charges to destinations in the continental US, Hawaii, Alaska and Canada provided products are ordered through an authorized Humanscale dealer.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is prepaid and FOB destination for order places through an authorized Humanscale dealer for delivery to Hawaii, Alaska, and Canada. Offshore destination other than Hawaii and Alaska would be considered on a case by case basis and may require addition freight fees based upon the final delivery location.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unlike most furniture manufactures, Humanscale is an open line manufacturer thus allowing Sourcwell members to purchase our products from any dealer of their choosing. We do the majority of our business with 230 "Authorized Dealers" in the US and Canada but have done business with over 1,500 dealers in North America. This creates a tremendous opportunity for Sourcwell members to pick the dealer of their choice and get competitive service quotations thereby lowering their costs for delivery and installation. Humanscale's FOB destination terms covering the costs for freight to Hawaii, Alaska and all of Canada is also unique and provides accessibility to our products including delivery to every corner of North America at no additional cost.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Once an order is completed the system will generate an acknowledgement. This will show the product, discount and price. If there is any discrepancy Humanscale should be notified immediately to rectify the error. In addition when the orders ships a shipping acknowledgement is generated so you know when your product is on the way. With that information correct, that will translate to the report and correct administrative fee.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Humanscale would like to propose a 1.5% administrative fee.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The Government sales team has identified all state, local, education and non-profit customer locations throughout North America. This database of target customers is an integral part of the systematic approach to covering the Sourcewell member market and assigning individual sales representative responsibility for contact and marketing activity.</p> <p>All activity must be entered in to our CRM sales tool and is reviewed with regional sales leadership on a monthly basis for non-dedicated government sellers. This same data for the 10 Government Specialists will be reviewed with their Director, either Tom Rennie and Pat Mulvena, on the weekly basis.</p>
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Humanscale has a New York based dedicated team of designers and engineers who oversee both internal product testing and coordinate all external third-party testing. We use the established BIFMA guidelines for our testing and all our products must not only meet but exceed required BIFMA tests. We have set up test laboratory in our Piscataway New Jersey manufacturing location where we can perform many of the required BIFMA test.
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	Humanscale's broad ergonomic products portfolio is built to conform flexibly into the office of the future. Our ergo tools are easily moved and or re-configured to support spaces designed to promote impromptu meetings and collaboration. Humanscale technology products like Quick Connect, single cord M/Connect universal docking stations, and monitor arms (for even the largest monitors) can provide incredible ease of use for screen sharing and idea generation. Our multipurpose seating provides unprecedented comfort in these touch down spaces as workers spend more and more time here, so that being away from the desk doesn't hurt productivity. All of this means workers will not only be comfortable but also be able to effortlessly connect their technology and get to work. In addition, our monitor arms can be reconfigured as client needs evolve - to support multiple monitors, variable rotation etc.

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Humanscale products are designed specifically to encourage movement throughout the day, enhancing office culture through attention to worker wellness. From seating that self-adjusts to the user without anyone having to adjust knobs or levers, to height adjustable tables and monitor arms that move in any direction, our products will facilitate an active workplace and collaborative culture. The M/Connect, universal docking station, and power station, M/Power, can support most computer technology on the market today as well as tomorrow's technology so that as a customer's tech changes, these tools remain relevant maximizing the client's investment. Humanscale products are designed to be agile and adaptable to unforeseen future change which is inevitable and constant. A single monitor arm set up can easily be transformed into a dual, triple or more monitor arm configuration.</p> <p>We have a complete library of images available in My Resource Library for all our "Authorized Dealers" and CET files for ease of use. The A&D community has access to imagery and REVIT files for design and planning as well as specialized representation. Our internal sales team all have access to curated product application photography that can and will assist Sourcewell members in the design development phase of any project or relocation.</p> <p>The change management process specific to the transition from traditional panel-based, dedicated workstation environments to a more open, collaborative space with free address touch down benching stations and height adjustable tables is typically managed by our dealer partners with our support as this would encompass Humanscale products along with other furniture components.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>Humanscale products are designed to be easy to use, provide excellent ergonomic functionality and endure the test of time while also be sustainably manufactured using solar powered factories and recycled materials. We also do not use any red list chemicals thus eliminating VOC off gassing. All our products are Greenguard certified for children and schools for indoor air quality. Our mission is to create a healthy workplace for every Sourcewell member agency associate. With over 30 certified ergonomists on our Consulting team, and 200 plus sales representatives across North America, the member agency could measure not just sales productivity but ergonomic muscular skeletal injury reductions and avoidance. We would compare the number of days of lost work due to workplace injuries including for example, back and wrist pain, against the national averages with the goal reducing lost work days due to preventable injuries. This will significantly reduce the number workers compensation claims annually. This would be further measured against the member agency's previous annual injury rate, lost work days resulting in the overall cost savings to the member agency. This would be compared to the investments in Humanscale products that are specifically designed, if used properly, to reduce muscular skeletal injuries giving each department or agency member as a whole, their specific return on investment from utilization of Humanscale products. Also, Humanscale products are designed to be agile and adaptable to unforeseen future changes in work style or technology in order to save time and money on required future change.</p>
70	Describe how your products are integrated or factor into a LEED certified facility.	<p>Humanscale products can contribute to the following LEEDv4.1 categories.</p> <ul style="list-style-type: none"> • MR c. Building Product Disclosure and Optimization - Material Ingredients • MR c. Building Product Disclosure and Optimization - Sourcing of Raw Materials • IEQ c. Low Emitting Materials • PC c. Circular Products • PC c. Certified Multi-attribute Products and Materials • PC c. Ergonomics Approach for Computer Users • PC c. Social Equity Within the Supply Chain • PC c. Building Material Human Hazard & Exposure Assessment

71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>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.</p> <p>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 than you won't 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.</p> <p>You get more standard features that make sense. Humanscale's ergonomic office furniture solutions provides all the following benefits:</p> <ul style="list-style-type: none"> • 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 <p>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:</p> <ul style="list-style-type: none"> • 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 • Transparency in Manufacturing, Healthy Materials, Level 3 Certifications and Sustainable Operations • Longevity: Reduced Cost of Ownership – customer satisfaction • Ergonomic Consulting aimed at improving worker comfort and reducing employer costs <p>Humanscale has a dedicated Government Team that will be focused on sales and service across both the US and Canada. 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 Sourcewell brings to its members.</p> <p>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 Sourcewell 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. and Canada. Also, the Government Specialist will educate and train our staff of 25 Architecture and Design representatives that will be communicating our Sourcewell and Humanscale message within the Architectural & Design community.</p> <p>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 Sourcewell members on educational seminars and ergonomic trainings we are sponsoring for each local market community on a regular basis.</p> <p>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.</p>
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Humanscale Audited Financials_2018-2017_Confidential.pdf - Tuesday December 17, 2019 10:16:35
 - [Marketing Plan/Samples](#) - GO TO MARKET STRATEGY.pdf - Thursday December 19, 2019 12:13:17
 - [WMBE/MBE/SBE or Related Certificates](#) - Certificates.zip - Thursday December 19, 2019 09:22:32
 - [Warranty Information](#) - WARRANTY_2019.pdf - Tuesday December 17, 2019 10:17:26
 - [Pricing](#) - Price Guide and Discount Sheet.zip - Thursday December 19, 2019 08:27:13
 - [Additional Document](#) - ADDITIONAL DOCUMENTS.zip - Thursday December 19, 2019 13:07:27

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Katie Miglin, Sr. Contract Administrator, Government Specialist, Humanscale Corporation

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

Yes No