DAVIS SCHOOL DISTRICT CONTRACT

1. CONTRACTING PARTIES: This contract is between the following school/department of the Davis School District and the following:

**Purchasing Dept:** 30

**School/Department Name**

**Location Code**

**Contractor:** WORKSPACE ELEMENTS

**Name**

3003 S HIGHLAND DR /

**Address**

SALT LAKE CITY UT 84106

**City / State / Zip**

**Contact Person / Telephone**

JACQUE TODD 801-842-9591 801-746-0271

2. GENERAL PURPOSE OF CONTRACT:

ALL SCHOOL FURNITURE, CLASSROOM AND OFFICE FURNITURE AS ORDERED BY AUTHORIZED DISTRICT PERSONNEL

3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid # JT1921, Reference # JT1921, FY 2022, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective Date: 17-DEC-2018. Termination date: 31-DEC-2022, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any)

THERE IS ONE - ONE YEAR RENEWAL OPTION AVAILABLE ON THIS CONTRACT.

5. CONTRACT COSTS: Contractor will be paid a maximum of $2,500,000.00 for costs authorized by this contract.


ATTACHMENT B: Scope of Work.

ATTACHMENT C: Davis School District's Special Contract Terms and Conditions.

ATTACHMENT D:

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.


IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

**Contractor's Name**

Candis Bowen

**Title**

Director of Operations

**Date**

10/22/2021

DAVIS SCHOOL DISTRICT

**District Wide**

**School/Department Signature**

Not Applicable

**Date**

**Date**

**Business Administrator**

Lori Peterson

**Purchasing Department**

**Date**

10/22/2021
ATTACHMENT A

DAVIS SCHOOL DISTRICT

STANDARD CONTRACT TERMS AND CONDITIONS

1. AUTHORITY:
Provisions of this contract are pursuant to the authority set forth in Utah Code Title 63G, Chapter 6a Utah Procurement Code; as amended, Utah Administrative Code R33, Administrative Services, Purchasing and General Services; and/or Davis School District Policy 6F-103 Purchasing; and related statutes which govern DISTRICT's purchase of goods and services.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:
Provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this contract or breach thereof. Venue shall be in Farmington City, in the Second Judicial Court for Davis County.

3. LAWS AND REGULATIONS:
CONTRACTOR and any and all supplies, services and equipment furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including licensing and certification requirements.

4. RECORDS ADMINISTRATION:
CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR agrees to allow DISTRICT, State, and Federal auditors and DISTRICT staff, access to all records to this contract for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT:
The Status Verification System, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multiple Stage Bid.

5.1. STATUS VERIFICATION SYSTEM:
1. CONTRACTOR's certification each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named CONTRACTOR has registered and is participating in the Status Verification System to verify the work eligibility status of the CONTRACTOR's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302.
2. CONTRACTOR shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. DISTRICT will not consider a proposal for award, nor make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA § 63G-12-302.

5.2. INDEMNITY CLAUSE FOR STATUS VERIFICATION SYSTEM:
1. CONTRACTOR (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, DISTRICT and its officers, employees, agents, representatives and anyone the DISTRICT may be liable to, against any claim, damages or liability arising out of or resulting from violations of Section 5 of this Contract whether violated by employees, agents, or contractors of the following: 1) CONTRACTOR; 2) Subcontractor at any tier; and/or 3) any entity or person for whom the CONTRACTOR or Subcontractor may be liable.
2. Notwithstanding Section 5.2.1. above, Design Professionals or Designers under direct contract with DISTRICT shall only be required to indemnify DISTRICT for a liability claim that arises out of the Design Professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the DISTRICT in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. CONFLICT OF INTEREST:
CONTRACTOR represents that none of its officers or employees are officers or employees of the DISTRICT, unless disclosure has been made in accordance with UCA, § 67-16-8.

7. CONTRACTOR, AN INDEPENDENT CONTRACTOR:
CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind DISTRICT to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for DISTRICT, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to CONTRACTOR by DISTRICT. CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from DISTRICT for these contract services. Persons employed by DISTRICT and acting under the direction of DISTRICT shall not be deemed to be employees or agents of CONTRACTOR.
8. INDEMNITY CLAUSE:
CONTRACTOR agrees to indemnify, save harmless, and release DISTRICT, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from DISTRICT's sole negligence. The parties agree that if there are any Limitations of CONTRACTOR's Liability, including a limitation of liability for anyone for whom CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9. EMPLOYMENT PRACTICES CLAUSE:
CONTRACTOR agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 32A, Chapter 5, UCA., 1953, and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. CONTRACTOR must include this provision in every subcontract or purchase order relating to purchases by the District to ensure that the subcontractors and vendors are bound by this provision.

10. SEPARABILITY CLAUSE:
A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

11. RENEGOTIATION OR MODIFICATIONS:
This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

12. DEBARMENT:
CONTRACTOR certifies that neither it nor its principals are presently nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If CONTRACTOR cannot certify this statement, attach a written explanation for review by the DISTRICT. CONTRACTOR must notify the District Director of Purchasing within 30 days if debarred by any governmental entity during the contract period.

13. TERMINATION:
Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, for cause by either party, in advance of the specified termination date, upon written notice being given the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NON-APPROPRIATION OF FUNDS:
CONTRACTOR acknowledges that DISTRICT cannot contract for the payment of funds not yet appropriated by the Utah State Legislature, Utah State Board of Education or Board of Education of Davis School District (BOARD). If the DISTRICT becomes subjected to a legislative change, revocation of statutory authority, lack of appropriated funds or availability of funds which would render CONTRACTOR's delivery or performance under the contract impossible, or unnecessary, this contract will be terminated, either in whole or in part. If funding to DISTRICT is reduced due to an order by the Legislature or Governor, or is required by State law, or if federal funding (when applicable) is not provided, or requires any return or "give-back" of funds required for DISTRICT to continue payments, or if the BOARD mandates any cuts or holdbacks in spending, DISTRICT may terminate this contract or proportionately reduce the services and purchases of obligations and the amount due from DISTRICT upon 30 days written notice. Where funding is controlled entirely by DISTRICT, before discontinuing funding, DISTRICT, at its discretion, will make efforts to; 1) identify other goods/services that perform substantially the same functions; 2) identify if any funding is available through a reallocation or reprogramming of other appropriated or non-appropriated funds, and 3) make its best efforts to request and secure such funds from the appropriate entities (collectively, a "Non-Appropriation"). If a Non-Appropriation occurs, DISTRICT shall remit all amounts due to CONTRACTOR through the date of termination. DISTRICT shall not be in default under this contract for nonpayment and will not be liable for any future commitments, penalties, or liquidated damages.

15. SALES TAX EXEMPTION:
DISTRICT's sales and use tax exemption number is 11843690-022-STC-001. The tangible personal property or services being purchased are being paid from DISTRICT funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of DISTRICT, unless otherwise stated in the contract.
16. WARRANTY:  
(This paragraph is NOT applicable to architect, engineering, and construction service providers) CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to DISTRICT under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. CONTRACTOR acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, CONTRACTOR warrants that: 1) the product will do what the salesperson said it would do; 2) the product will live up to all specific claims that the manufacturer makes in their advertisements; 3) the product will be suitable for the ordinary purposes for which such product is used; 4) the product will be suitable for any special purposes that DISTRICT has relied on CONTRACTOR's skill or judgment to consider when it advised DISTRICT about the product; 5) the product has been properly designed and manufactured, and 6) the product is free of significant defects or unusual problems about which DISTRICT has not been warned. Remedies available to DISTRICT include the following: CONTRACTOR will repair or replace (at no charge to DISTRICT) the product whose nonconformance is discovered and made known to CONTRACTOR in writing. If the repair and/or replaced product proves to be inadequate, or fails of its essential purpose, CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies DISTRICT may otherwise have under this contract.

17. INSURANCE:  
CONTRACTOR must carry insurance with policy limits no less than $1,000,000 per incident and $3,000,000 in aggregate. CONTRACTOR must provide proof of insurance to DISTRICT and must add DISTRICT as an additional insured with notice of cancellation.

18. PUBLIC INFORMATION:  
CONTRACTOR agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives DISTRICT express permission to make copies of the contract, related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by DISTRICT's Purchasing Department, CONTRACTOR also agrees that CONTRACTOR's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. Permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

19. DELIVERY:  
Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to DISTRICT except as to latent defects, fraud and CONTRACTOR's warranty obligations.

20. ORDERING AND INVOICING:  
All orders will be shipped promptly in accordance with the delivery schedule. CONTRACTOR will promptly submit invoices (within 30 days of shipment or delivery of services) to DISTRICT. DISTRICT contract number and/or release number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. Prices paid by DISTRICT will be those prices listed in the contract. DISTRICT has the right to adjust or return any invoice reflecting incorrect pricing or upon which DISTRICT contract number and/or release number is not listed.

21. PROMPT PAYMENT DISCOUNT:  
Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. CONTRACTOR shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with DISTRICT credit card and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. PAYMENT:  
Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a corrected invoice is received by the appropriate DISTRICT official, CONTRACTOR may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus 2%, computed similarly as the requirements of U.C.A. § 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to CONTRACTOR will be remitted by mail, electronic funds transfer, or DISTRICT Purchasing Card (major credit card).

23. PATENTS, COPYRIGHTS, ETC.:  
CONTRACTOR will release, indemnify and hold DISTRICT, its officers, agents and employees harmless from liability of any kind or nature, including CONTRACTOR's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

24. ASSIGNMENT/SUBCONTRACT:  
Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of DISTRICT.
25. DEFAULT AND REMEDIES:
Any of the following events will constitute cause for DISTRICT to declare CONTRACTOR in default of this contract: 1) nonperformance of contractual requirements; 2) material breach of any term or condition of this contract. DISTRICT will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, DISTRICT may do one or more of the following: 1) exercise any remedy provided by law; 2) terminate this contract and any related contracts or portions thereof; 3) impose liquidated damages, if liquidated damages are listed in the contract; 4) suspend CONTRACTOR from receiving future solicitations.

26. FORCE MAJEURE:
Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

27. PROCUREMENT ETHICS:
CONTRACTOR understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the DISTRICT is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the DISTRICT, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization. (U.C.A. § 63G-6a-2404.7).

28. CONFLICT OF TERMS:
CONTRACTOR Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on CONTRACTOR’S website, terms listed in a CONTRACTOR quotation/sales order, etc. In the event of any conflict in the contract Terms and Conditions, the order of precedence shall be: 1) Attachment A: District Standard Contract Terms and Conditions; 2) District Contract Signature page(s); 3) District Special Terms and Conditions; 4) Contractor Terms and Conditions.

29. ANTI-BOYCOTT ISRAEL:
In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

30. ENTIRE AGREEMENT:
This agreement, including all attachments and documents incorporated hereunder, and the related DISTRICT solicitation constitutes the entire Agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on CONTRACTOR'S work plans, cost estimate forms, receiving tickets, or any other related standard forms or documents that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of DISTRICT. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: April 27, 2021
## ATTACHMENT B

### SCOPE OF WORK

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<th>Line #</th>
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<th>Part Number</th>
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<th>Price</th>
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<td>05002425</td>
<td>HSSTK-18B</td>
<td>HON SMARTLINK SEATING 18&quot; TASK CHAIR - LAVA COLOR</td>
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**Cash Term Discount:** NET 30  
**F.O.B.:** DESTINATION  
**Lead Time ARO:** 30  
**Minimum Order:** 1
ATTACHMENT C
DAVIS SCHOOL DISTRICT
SPECIAL CONTRACT TERMS AND CONDITIONS

1. ATTACHMENT "E" PRICING DOCUMENTS WITH MANUFACTURERS LISTED, ATTACHMENT "F" COMPANY CONTACTS, ATTACHMENT "G" FURNITURE URL'S
2. THIS IS A COOPERATIVE CONTRACT FOR THE FOLLOWING SCHOOL DISTRICTS: ALPINE SD, CACHE SD, CANYONS SD, DAVIS SD, JORDAN SD, MURRAY SD, NEBO SD, OGDEN SD, PROVO SD, SALT LAKE SD, AND WEBER SD. GRANITE SD MAY BE ADDED AT A LATER DATE.
3. DISCOUNTS OFFERED MUST REMAIN IN PLACE FOR THE LIFE OF THE CONTRACTS. DISCOUNTS ARE OFF THE CURRENT DATE OR CURRENT YEAR CATALOG(S) OR WEBSITE 1/1/2019
4. IF A COMPANY ADDS A NEW MANUFACTURER TO THEIR BUSINESS, THEY MUST NOTIFY DAVIS SCHOOL DISTRICT OF THE CHANGE AND WHAT DISCOUNT WILL BE GIVEN FOR THAT MANUFACTURER. IF THE COMPANY DELETES A MANUFACTURER THEY MUST NOTIFY DAVIS SCHOOL DISTRICT OF THE DELETION SO IT CAN BE REMOVED FROM THE LIST.
5. AMENDMENT 1: EXERCISE CONTRACT RENEWAL OPTION ONE OF FOUR. EXTEND TERMINATION DATE FROM DEC 31, 2019 TO DEC 31, 2020. ADD AN ADDITIONAL $500,000.00 TO CONTRACT MAXIMUM FOR A TOTAL OF $1,500,000.00. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. JT 11/19/19
6. AMENDMENT 2: EXERCISE CONTRACT RENEWAL OPTION TWO OF FOUR. EXTEND TERMINATION DATE FROM DEC 31, 2020 TO DEC 31, 2021. ADD AN ADDITIONAL $500,000.00 TO CONTRACT MAXIMUM FOR A TOTAL OF $2,000,000.00. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. JT 10/7/2020
7. AMENDMENT 3: EXERCISE CONTRACT RENEWAL OPTION THREE OF FOUR. EXTEND TERMINATION DATE FROM DEC 31, 2021 TO DEC 31, 2022. ADD AN ADDITIONAL $500,000.00 TO CONTRACT MAXIMUM FOR A TOTAL OF $2,500,000.00. ADD BUZZ SEATING AT 51.5 % OFF LIST FREE FREIGHT OVER 9 CHAIRS, ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. JT 10/11/2021
WORKSPACE ELEMENTS

COMPANY REPRESENTATIVES AND CONTACT INFORMATION

The Representative(s) that will be responsible for the school districts are:

1- Jacque Todd – O: 801-746-0271 C: 801-842-9591 – jtodd@workspaceelements.com
2- Candis Bowen (In-house Project Manager) – 801-746-0271 – cbowen@workspaceelements.com
3- Brian Adams (field manager) - 801-641-9505 – badams@workspaceelements.com
4- Sue Thomas (financial contact) – 801-746-0271 – sue@workspaceelements.com
5- Manager: Jason Woodbury - 801-746-0271 – jwoodbury@workspaceelements.com

K-12 Team: k12@workspaceelements.com
## Pricing Information Page

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<th>Manufacturer Name</th>
<th>Notes</th>
<th>Discount Offered</th>
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<tr>
<td>The HON Company</td>
<td>Contract PD3341</td>
<td>As Per Attached</td>
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<tr>
<td>Knoll</td>
<td>Contract PD3517</td>
<td>As Per Attached</td>
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<tr>
<td>Enwork</td>
<td>National IPA Contract</td>
<td>62% off of List to End User</td>
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<tr>
<td>National Office Furniture</td>
<td>National IPA Contract</td>
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<td>SICO</td>
<td>Contract MA3234</td>
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<td>ESI</td>
<td>National IPA Contract</td>
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<td>Diversified Woodcraft</td>
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<td>50% off of List to End User</td>
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<td>Buzz Seating</td>
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### Dealer Contact Information:

**Jacque Todd**, Account Manager  
801-842-9591 Cell  
jtodd@workspaceelements.com
## Contract PD3341

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<th>Systems &amp; Pedestals</th>
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<th>Tables, Desk, Casegoods</th>
<th>HON Branded Seating</th>
<th>HON 5 Year Warranty</th>
<th>Education</th>
<th>soothe mgn-back Patient Chair</th>
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### Product Series

- **Abode Systems**
  - 210 Vertical Files
  - 310 Vertical Files
  - 510 Vertical Files
- **Abound Systems**
  - Brigade Laterals
- **Accelerate Systems**
  - Brigade Shelf File & Overfiles
  - Brigade Steel Bookcase
- **Brigade Pedestals**
  - Brigade Storage Cabinets
- **Empower**
  - Contain
- **Flagship Pedestals**
  - Build Makerspace
  - Build Tables
- **Systems Accessories**
  - Concinity
- **Healthy Workplace Screens & Stackers**
  - Fuse
- **Flagship Lateral Storage & Bookcases**
  - High Density Olson Stacker (4040)
  - Ignition
  - Ignition 2.0
  - Invitation (2210)
- **Flagship File Centers**
  - Lotta (2280)
- **Flagship Storage & Bookcases**
  - Motive
  - Motivate
- **Laminate Occasional Tables**
  - Nucleus
- **Mentor Desk**
  - Metrix Seating
- **Metro Desk**
  - Pagoda (4070)
  - Park Avenue
- **Motivate**
  - Perpetual
- **Preside**
  - Pillow-Soft (2090/2190)
  - Purpose
  - Quotient
  - Riley
  - Ruck Wood Café
  - Seating Accessories
  - Skip
  - Solutions Seating (4000)
  - Solve
  - Soothe
  - Versant
  - Volt (5700/5710)
  - West Hill
- **Valido Laminate Desk**
  - Mobile Peds
- **Voi Laminate & Veneer Desk**
  - Modular Lounge
  - Network
  - Neutralize
  - Perch
  - Prominent
  - Ryder
  - Scatter
  - Tilt
  - Toflight
  - Torch
  - Validate
  - ValueTask
  - Verse
  - Wave
  - Workplace Tools - Wobble Board, Footrest, Anti-Fatigue Mat, Chair
  - Mats & HVL995 Arms

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**Notes:**

- **Contract:** PD3341
- **Branding:** HON
- **Tier & System Percentage:**
  - Tier 1: 64.70%
  - Tier 2: 65.70%
  - Tier 3: 67.30%
  - Tier 4: Negotiable
- **Warranty:** 5 Year Warranty
- **Education & Chair:**
  - Patient Chair
  - Reveil
  - SmartLink
  - soothe
## Service Charges

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

KPR #: 65000

Rev #: 5
Entry Date: 01/15/2021
Expires: 12/31/2021
Bill To: Direct
Status: Approved: Final - 2021-01-15 14:39:17Z
Project: State Of Utah Agreement - 2021 - Product Only - KHP
Pricehold Start: 3/15/2019
Pricehold Exp: 5/14/2021
GPO: OMNIA

**Sales Rep:** Rob Fritz
**Reg Mgr(s):** Keith Hancock
**D.V.P(s):** John Kandra
**Region:** Seattle
**Currency:** United States
**Must Ship By:**
**Req Scope:** Long Term Agreement

---

**Product Information**

<table>
<thead>
<tr>
<th>Description</th>
<th>Tier List Value</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anchor Storage</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>Antenna</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>Autosirica</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>Calibre Collection</td>
<td>0.00</td>
<td>59.500</td>
</tr>
<tr>
<td>Currents</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>Dividends Horizon</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>Islands</td>
<td>0.00</td>
<td>57.500</td>
</tr>
<tr>
<td>K.Bench</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>k.Lounge</td>
<td>0.00</td>
<td>57.000</td>
</tr>
<tr>
<td>K.Stand</td>
<td>0.00</td>
<td>68.500</td>
</tr>
<tr>
<td>KnollExtra</td>
<td>0.00</td>
<td>50.500</td>
</tr>
<tr>
<td>KnollStudio</td>
<td>0.00</td>
<td>52.500</td>
</tr>
<tr>
<td>Muuto</td>
<td>0.00</td>
<td>23.000</td>
</tr>
<tr>
<td>Otto</td>
<td>0.00</td>
<td>52.000</td>
</tr>
<tr>
<td>Pixel</td>
<td>0.00</td>
<td>57.000</td>
</tr>
<tr>
<td>Quonin</td>
<td>0.00</td>
<td>68.500</td>
</tr>
</tbody>
</table>
## Knoll Pricing Request

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relf</td>
<td>68.500</td>
</tr>
<tr>
<td>Renewal Parts 24 24 H/L</td>
<td>40.000</td>
</tr>
<tr>
<td>Rockwell Unscripted</td>
<td>57.500</td>
</tr>
<tr>
<td>Seating Moment</td>
<td>52.000</td>
</tr>
<tr>
<td>Seating Office</td>
<td>59.500</td>
</tr>
<tr>
<td>Tables Cmion Open</td>
<td>59.500</td>
</tr>
<tr>
<td>Tables Tone</td>
<td>88.500</td>
</tr>
</tbody>
</table>

## Terms & Conditions

Standard Knoll Selling Policy applies, unless exceptions are listed below.

**SHIPMENT:** Current published lead times.

**ORDER ENTRY CONTRACT NO.: ABOVE QUOTE OR CONTRACT # MUST APPEAR ON ALL PURCHASE ORDERS TO ACCESS ABOVE DISCOUNT(S) FOR THIS CUSTOMER.**

**CANCELLATION:** Standard.

**CHANGES:** Standard.

**EXTENDED PRODUCT AVAILABILITY:** Not applicable.

**FREIGHT:** FOB Origin (freight prepaid & included to the 48 contiguous United States.

**PAYMENT:** Net 30 days from date of invoice.

**PRICE CHANGE NOTICE:** Thirty (30) days.

**RETURNS:** Standard policy applies, restocking charge of 25% of list.

**STORAGE:** Purchaser is responsible for all storage, insurance, and handling costs, should Purchaser not be able to accept delivery of Products which have been acknowledged with a scheduled ship date.

**TERMINATION NOTICE:** Thirty (30) days.

**TAXES:** All sales, use, excise and other taxes applicable to the sale of the Products shall be paid by Purchaser.

**WARRANTY:** Standard

**DEALER ACKNOWLEDGEMENT:** Knoll Dealer's placement of order(s) with reference to this Knoll Pricing Request (KPR) # confirms the Dealer's acceptance of the dealer compensation (referenced in the "Dir Comp" and "Addl Svs" columns above) and the related terms and conditions of sale stated in the KPR. In consideration of such dealer compensation, Dealer agrees to provide the following services: Dealer Compensation " Support Knoll during sales process " Develop product specification from approved plans with one minor revision " Develop bill of material with pricing " Assist with preparation of proposal " Project Manage: Order Process Delivery Installation Punch list Additional Services (if applicable) " Installation " Design " Other Services as described in this KPR Dealer compensation is paid in the form of merchandise credits or cash payable one hundred percent (100%) thirty (30) days after the applicable shipments. Additional services are paid in the form of merchandise credit or cash, payable within fifteen (15) days of receipt of invoice and signed, complete Installation Completion Certificate and Punch list, by Dealer Treasury Services Department in East Greenville, Pennsylvania. Notwithstanding anything contained herein, Dealer is not a party to, or deemed a beneficiary under, the contract between Knoll and the customer referenced above (under "Account").
Knoll Pricing Request

Terms & Conditions

Standard Knoll Selling Policy applies, unless exceptions are listed below.

SHIPMENT: Current published lead times.
ORDER ENTRY CONTRACT NO.: ABOVE QUOTE OR CONTRACT # MUST APPEAR ON ALL PURCHASE ORDERS TO ACCESS ABOVE DISCOUNT(S) FOR THIS CUSTOMER.
CANCELLATION: Standard.
CHANGES: Standard.
EXTENDED PRODUCT AVAILABILITY: Not applicable.
FREIGHT: FOB Origin (freight prepaid & included to the 48 contiguous United States).
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PRICE CHANGE NOTICE: Thirty (30) days.
RETURNS: Standard policy applies, restocking charge of 25% of list.
STORAGE: Purchaser is responsible for all storage, insurance, and handling costs, should Purchaser not be able to accept delivery of Products which have been acknowledged with a scheduled ship date.
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TAXES: All sales, use, excise and other taxes applicable to the sale of the Products shall be paid by Purchaser.
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DEALER ACKNOWLEDGEMENT: Knoll Dealer's placement of order(s) with reference to this Knoll Pricing Request (KPR) #_________ confirms the Dealer's acceptance of the dealer compensation (referenced in the "Dir Comp" and "Addl Svcs" columns above) and the related terms and conditions of sale stated in the KPR. In consideration of such dealer compensation, Dealer agrees to provide the following services: Dealer Compensation " Support Knoll during sales process " Develop product specification from approved plans with one minor revision " Develop bill of material with pricing " Assist with preparation of proposal " Project Manage: Order Process Delivery Installation Punch list Additional Services (if applicable) " Installation " Design " Other Services as described in this KPR Dealer compensation is paid in the form of merchandise credits or cash payable one hundred percent (100%) thirty (30) days after the applicable shipments. Additional services are paid in the form of merchandise credit or cash, payable within fifteen (15) days of receipt of invoice and signed, complete Installation Completion Certificate and Punch list, by Dealer Treasury Services Department in East Greenville, Pennsylvania. Notwithstanding anything contained herein, Dealer is not a party to, or deemed a beneficiary under, the contract between Knoll and the customer referenced above (under "Account").

Comments

KPR issued for Participating Addendum with State of Utah and based upon Master Agreement with OMNIA Partner.

This KPR #65000 for Direct Bill orders.

For Dealer Bill orders refer to KPR #66830
Knoll Pricing Request

State of Utah Contract #: PD3517

USC Contract #: 2020000608

POC:
Christopher Jennings
Capitol Hill, 3140 State Office Building
Salt Lake City, UT 84109
Telephone: 801-538-3157
Fax: N/A
E-mail: ctjennings@utah.gov

Admin Fees

1% Admin fee is to be accrued for the State of Utah. Payments are due quarterly.
2% Admin fee to be accrued for US Communities. Payments are due monthly
3% Total Admin Fees

Rev 1
added Workspace Elements, UT as authorized Dealer

Rev 2
corrected to Direct Bill per the Agreement.

POs are issued to Knoll, Inc. or Knoll, Inc. c/o Dealer

Rev 3
converted converted State of UT contract to be based upon OMNIA contract (attached)
added PL Hold per OMNIA contract

Rev 4
added Islands

Rev 5
extended to Dec 2021
added Quoin
# Attachment C
## Discount Matrix

### Portable Stages and Risers

<table>
<thead>
<tr>
<th>Brand/Manufacturer</th>
<th>Collection</th>
<th>FOB Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$5,000 or Less</td>
</tr>
<tr>
<td>SICO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Portable Stage,</td>
<td>Techlite</td>
<td>35%</td>
</tr>
<tr>
<td>Adjustable Ht 4' x 6' x 16-24&quot; - Hard Surface</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Portable Stage, fixed</td>
<td>Techlite</td>
<td>35%</td>
</tr>
<tr>
<td>Height - 4 x 6 x 16&quot;h</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Stage Dolly, Min</td>
<td>Techlite</td>
<td>35%</td>
</tr>
<tr>
<td>capacity 8 stages (SICO is 6 stage)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choral Riser, 3 step - 48-64 capacity = 4 units</td>
<td>Harmony</td>
<td>35%</td>
</tr>
<tr>
<td>Choral Riser, 3 step - 48&quot;w pie shape = 10 units</td>
<td>Harmony</td>
<td>35%</td>
</tr>
<tr>
<td>*Seated Riser, Ht. Adj. - 4' x 8' x 16&quot;-24&quot; stage (1) unit</td>
<td>1800</td>
<td>35%</td>
</tr>
</tbody>
</table>

### Cafeteria Tables & Seating

<table>
<thead>
<tr>
<th>Brand/Manufacturer</th>
<th>Collection</th>
<th>FOB Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$5,000 or Less</td>
</tr>
<tr>
<td>SICO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Round Mobile Table (60&quot;) w/attached bench seating</td>
<td>Graduate</td>
<td>35%</td>
</tr>
<tr>
<td>*Oval Mobile Table 27&quot;x46&quot;x121&quot; w/attached stools (12 min)</td>
<td>Communicator</td>
<td>35%</td>
</tr>
<tr>
<td>*Rectangular Mobile Table 27&quot;x30&quot;96&quot; w/attached bench</td>
<td>BY</td>
<td>35%</td>
</tr>
<tr>
<td>Round Bistro (36&quot;)-Round or Rect. top - 29&quot; or 41&quot; fixed</td>
<td>Socializer</td>
<td>35%</td>
</tr>
</tbody>
</table>
Omnia Partners, City of Charlotte (Lead Agency) Contract
State of Utah Participation Agreement

End User Contract Information Sheet

Contract No. 20200020604 | Term: November 25, 2019 – November 24, 2024
The City of Charlotte competitively solicited and awarded a national cooperative contract to Exemplis LLC., available through OMNIA Partners, Public Sector.

TVR # 037131

Price Guides
June 1, 2021 SitOnIt Seating Price Guide

Products
Task, executive, conference, guest, stacking, nesting, and cafe/task stool seating.
Lounge seating, modular seating, benches, ottomans and occasional/cube tables.
Benching, protective and privacy screens, dividers, tables, storage units, sit/stand solutions and office furniture ergonomic accessories.

Volume Discount

<table>
<thead>
<tr>
<th>Tiers I-IV (List Price)</th>
<th>Delivered Tailgate</th>
<th>Inside Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1 - $50,000</td>
<td>54%</td>
<td>52%</td>
</tr>
<tr>
<td>$50,001 - $100,000</td>
<td>56%</td>
<td>54%</td>
</tr>
<tr>
<td>$100,001 - $250,000</td>
<td>55%</td>
<td>56%</td>
</tr>
<tr>
<td>$250,000 and up</td>
<td>Negotiable</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>

FOB: Destination
Installation Services: Negotiated on a project by project basis

Minimum Order
None; $95 fee when ordering 3 or less Table Top units or less than 3 Lounge Products.

Credit Card
Credit card will be accepted. A 3% Credit Processing Fee will apply.

Purchase Order Instructions
Orders must have TVR number to receive this contract’s discounting. The name of the registered End User must appear in full (no abbreviations) on the Purchase Order.

All OMNIA Partners Members must place their Purchase Orders through an authorized dealer.

Contract Administration
Derek Cairo: Manager, Contracts
8415 Katella Avenue, Cypress CA 90630
Ph: 888.274.6664 | Fax: 714.995.4855
Email: dccairo@exemplis.com

Sales Contact
Dan Conaty, Director of Government Sales
8415 Katella Avenue, Cypress, CA 90630
Ph: (202) 658-9258
Fax: (714) 995-4855
Email: dconaty@exemplis.com

Leading Public Sector Cooperative Procurement
OMNIA Partners, Public Sector is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals.

Who is eligible to use OMNIA Partners, Public Sector contracts?
Cities/Municipalities, Counties, State Agencies, K-12, Colleges & Universities, Private Schools, Non-Profits & Special Districts.

August 1, 2021
PARTICIPATING ADDENDUM

Classroom & Office Furniture:
The following products and services are included in this contract as listed below.
Lead District: Davis School District

Master Contract Number C19-086 – Desks Inc. of Utah
Master Contract Number C19-087 – Edutec Corporation
Master Contract Number C19-088 – WorksSpace Elements
Master Contract Number C19-089 – Henriksen Butler
Master Contract Number C19-090 – Hertz Furniture
Master Contract Number C19-091 – Lakeshore Learning
Master Contract Number C19-092 – Meteor Education
Master Contract Number C19-093 – School Specialty
Master Contract Number C19-094 – Virco


Participating Addendum Terms and Conditions:

1. Scope: This addendum covers all classroom and office furniture and related design and installation services for use by the participating entities.
   All items listed are part of the contract with no extra charges are allowed for these services.

   Full Service:
   Company must have a dedicated sales person(s) assigned to the entity which can be called upon with questions or help.
   Company must agree to multiple meetings with the entity to discuss type, colors and amounts of furniture to be purchased for the school.
   Company must agree to design and layout out the furniture for the new or remodeled school in 2D and 3D layouts if requested.
   Company must agree to furnish full installation services for the furniture if requested, which includes delivery, installation, and removal of trash.
   Company must be able to produce reports/detailed layouts as to what goes in each class/area including price of each item as well as price of the class or area as requested.
   Company will let the entity know the expected time frame for delivery of the furniture.
   Company shall let the entity know the best time frame for placing orders to ensure the delivery is made on time.

   As needed furniture:
   Company must have a dedicated sales person(s) assigned to the entity which can be called upon with questions, quotes or help listed on Attachment “A”.
   Company must agree to furnish furniture information and available options, such as shape options, leg options, color options, caster vs glide options when requested by the District, School or Department.
   Company must agree to generate quotes for individual needs after the decisions on what furniture may be needed, after those decisions are made. These quotes must include the shipping charges as requested by the entity. These charges may include inside delivery, lift gate delivery, or dock delivery.

   Full Service and as needed furniture:
   Company must agree to ship all requested items FOB Destination, prepaid and added to the invoice.
   Company should let the entity know the expected time frame for delivery.

2. Pricing: The manufacturer discounts listed in this master agreement shall be in place for the life of the contract. Per RFP documents companies may add or delete manufactures as they change in their business.
You must notify Davis School District of any requested manufacture changes. The discounts for the additionally added manufactures will be for the life of the contracts. Discounts may not change during the life of the contract.

3. Design Services: Company agrees to render design services as requested without any additional fee to the entity.

4. Installation Services: Company may charge for installation services. These fees will be added to the quote when requesting pricing. Entity must request a price for installation.

5. Delivery: Delivery charges may be added to the cost of the furniture. You must notify the participating entity if shipping/freight charges will be added to the quote.

6. Contract Effective Dates: This contract is effective upon the final signature of all parties and expires on January 1, 2024. Davis School District will be responsible for all contract renewals. If any changes occur Davis School District will notify the Participating Entities.

7. Orders: Any order placed by the Participating Entity for products and/or services available from the Master Contract shall be deemed to be a sale under and governed by the pricing and other terms and conditions of the Master Contract. Orders shall be issued by the participating Entity.

8. Large Volume Discount Pricing: Participating Entities may seek to obtain additional volume discount pricing for large orders/projects provided the suppliers is willing to offer additional discounts for large volume orders. No amendment to this contract is necessary for supplier to offer large volume discount pricing to Participating Entities.

9. Insurance: Insurance must be carried for the life of the contract by the Supplier.

10. Terms and Conditions: Davis School District's Standard Terms and Conditions will apply to this Participating Addendum.

11. Eligible User Participation: Participation under this contract by Participating Entities is voluntary determined by each Entity. Supplier agrees to supply each entity the products and services with the same terms and conditions and prices of this contract.

12. Individual Customers: Each Entity that purchases items/services from this contract will be treated as individual customers. Each Entity will be responsible to follow the terms and conditions of this contract. Supplier agrees that each Entity will be responsible for their own charges, fees and liabilities. Supplier shall apply the charges to each Entity individually. Davis School District is not responsible for any unpaid invoices.

13. Work on Participating Entities Premises: Supplier shall ensure that personnel working on the premises of an Eligible Entity shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Entity may remove any individual for a violation hereunder.

14. Procurement Ethics: Supplier understands that a person who is interested in any way in the sale of any supplies, services to the Participating Entities is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the Entity, or to any person in any official capacity who participates in the procurement of such supplies, services, whether it is given for their own use or for the use or benefit of any other person or organization.

15. Changes in Scope: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other
significant factors arising from the changes in the scope of services.

Participating Entities Signatures Below:

IN WITNESS WHEREOF, the Parties have caused this Participating Addendum to be signed by an authorized officer of their respective entities.

[Signature]
Tom Mason
Director of Purchasing
Title

[Signature]
Dale Hansen
Business Administrator
Title

[Signature]
Amy Rouse
Director
Title

[Signature]
Lori Peterson
Director of Purchasing
Title

Granite School District
Signature
Title

Date
Jordan School District
Bart Prusse
Signature
Director of Purchasing
Title
12/7/2018
Date

Murray School District
Rock Boyer
Signature
Director of Support Services
Title
12/7/2018
Date

Nebo School District
Oryan Pitcher
Signature
Chief Procurement Officer
Title
12/7/2018
Date

Ogden School District
Ben Crawford
Signature
Director of Support Services and Athletics
Title
12/10/2018
Date

Provo School District
Tina Frehle
Signature
Director of Purchasing
Title
12/7/2018
Date

Salt Lake City School District
Janet Roberts
Signature
Business Administrator
Title
12/7/2018
Date

Weber School District
Jeff Walker
Signature
Purchasing Agent
Title
12/7/2018
Date