

Region 14 Education Service Center (ESC)

Contract # 11-78

for

Instructional and Educational Resources

with

Anthro International Incorporated DBA Sitmatic

Effective: May 1, 2023

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Anthro International Incorporated DBA Sitmatic ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-78, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Anthro International Incorporated DBA Sitmatic
Vendor Name

Sarah Vavra
Name

Mark Woods
Name

Sr. Vice President, Public Sector Contracting
Title

Contract Specialist
Title


5001 Aspen Grove
Address

1800 Raymer Avenue
Address

Franklin, TN 37067
Address

Fullerton, CA, 92833
Address


Signature


Signature

May 1, 2023
Date

3/16/2023
Date

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

[Anthro International Incorporated DBA Sitmatic](#)

Company Name

[1800 Raymer Avenue](#)

Address

[Fullerton, CA, 92833](#)

City

State

Zip

[\(800\) 288-1492](#)

Telephone Number

[\(714\) 888-2505](#)

Fax Number

contracts@sitmatic.com

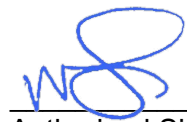
Email Address

[Mark Woods](#)

Printed Name

[Contract Specialist](#)

Position



Authorized Signature

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- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
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- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Name

Title

Address

Address

Signature

Date


Anthro International Incorporated DBA Sitmatic
Vendor Name

Mark Woods
Name

Contract Specialist
Title

1800 Raymer Avenue
Address

Fullerton, CA, 92833
Address


Signature

3/16/2023
Date

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input checked="" type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise

Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Fullerton,
State of California.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person	<u>Jennifer Escobar</u>
Title	<u>Contract Specialist</u>
Company	<u>Sitmatic</u>
Address	<u>1800 Raymer Avenue</u>
City/State/Zip	<u>Fullerton, CA, 92833</u>
Phone	<u>(800) 288-1492</u>
Email	<u>contracts@sitmatic.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
North Carolina State Contract	51%	6/2023	\$80,000
South Carolina State Contract	51%	12/2024	\$30,000
Pennsylvania State Contract	50%	4/2024	\$30,000



1. Company's official registered name.

Anthro International, Incorporated, DBA SITMATIC

2. Brief history of your company, including the year it was established.

In 1985, when major furniture manufacturers were touting "passive ergonomics", the "one size fits all, no adjustments necessary approach", Sitmatic began its corporate life providing chairs that could be actively adjusted to an individual's body type and work environment. The major manufacturers eventually were forced by the safety and health care community to develop a complete stable of adjustable seating and a library of custom-fit options. With its expertise in cellular, not assembly line, manufacturing, it was simple for Sitmatic to cross over to the world of public seating, where every space was unique and seating needed to be manufactured to that space, with its unique size, slope stepped and bowled flooring, electronic requirements, tabling matched to seating and various applications such as performing arts, education, organization gatherings, military operations, etc. Today, there is no seating company like Sitmatic that spans the range of highly ergonomic, executive, technical and then all the way through to auditorium and classroom seating.

3. Company's Dun & Bradstreet (D&B) number.

144375284

4. Company's organizational chart of those individuals that would be involved in the contract:

Sales

Mary Houston, VP National Sales Manager, Tel. (714) 873-8553, Mary@sitmatic.com

Sales Support

Jennifer Escobar, Senior Customer Service Rep., Tel. (800) 288-1492, Jennifer@sitmatic.com

Marketing

Mark Woods, Marketing, Tel. (800) 288-1492, Mark@sitmatic.com

Financial Reporting

Jennifer Escobar, Senior Customer Service Rep., Tel. (800) 288-1492, Jennifer@sitmatic.com

Executive Support

Mary Houston, VP National Sales Manager, Tel. (714) 873-8553, Mary@sitmatic.com

5. Corporate office location.

SITMATIC, 1800 Raymer Avenue, Fullerton, CA, 92833

All corporately owned manufacturing, distribution and service centers operate from our Fullerton, CA facility. Key contact information is provided in the response for question #4 above.





5A. List the number of sales and services offices for states being bid in solicitation.

See attached "Sitmatic Sales Reps by State"

6. Define your standard terms of payment.

3% 20 days, Net 30.

7. Who is your competition in the marketplace?

Sitmatic offers diverse product solutions for most environments in the Education, Government, Corporate, and Healthcare sectors. In addition to a broad line of general purpose and highly ergonomic seating, we also manufacture fixed seating commonly found in auditoriums, court houses, city council halls, classrooms, performing arts centers, etc. For this reason, competitors are numerous with the most notable and consistent listed below:

- Neutral Posture
- Hon
- KI
- American Seating
- Herman Miller
- Steelcase

8. Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / States
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

	2020	2021	2022
Cities / States	\$1,016,229	\$996,500	\$1,522,147
K-12	\$86,476	\$56,925	\$27,648
Higher Education	\$527,936	\$373,308	\$411,058
Other Government Agencies or Nonprofit	\$917,873	\$680,774	\$824,346

9. What differentiates your company from competitors?

As a small business, we feel there are multiple factors separating us from the dominate share of our core competitors. A few examples follow within the areas listed below:

- Ergonomic Seating Product – Sitmatic is a true "ergonomic seating provider" versus "just another manufacturer of task/management/





conference/executive chairs". We manufacture solutions for the 100 percentile while most competitors market to 90% of the workforce. Sitmatic's most popular collections include numerous size and feature options surpassing most providers. In addition, custom product can be designed for the most extreme user sizes from the Little Person's sector to bariatric applications.

- Fixed Seating Product (Auditoriums, City Council Chambers, Courtrooms, Classrooms, Performing Arts Theatres, Lecture Halls, etc.) – Sitmatic is one of very few companies in our industry who design and manufacture this entire product category in the U.S. (estimated at less than 10). We focus heavily on marketing these solutions to the Educational and Local Government communities.
- Warranty – Sitmatic offers the Industry's best warranty, and it applies to 24/7 applications. Structural components are warranted for life with all other parts covered for 10 years, including fabric/foam.
- Service – We promise complete satisfaction for our customers including no labor costs for ten years to service warranted product. We believe no competitor exceeds this commitment.

10. Describe how your company will market this contact if awarded.

If awarded, Sitmatic will market the NCPA contract as our premier national purchasing vehicle targeted to eligible customers.

Activity will include but not necessarily limited to the following initiatives:

- A co-branded press release will be made within 30 days of the award via popular industry media (i.e. Monday Morning Quarterback eMagazine, Contract Magazine, etc.)
- Announcements of award will be made on Sitmatic's corporate Facebook, Twitter, Instagram, and LinkedIn accounts.
- Co-branded collateral pieces will be distributed to Sitmatic's entire sales team and authorized dealers.
- A dedicated NCPA homepage will be created and launched with, at minimum, the requirements mentioned above. Similar homepages have been created for TXMAS (State of Texas), State of Florida, State of Georgia and GSA.
- Training for all internal Sales/Marketing/Customer Service/Accounting personnel on the NCPA alliance emphasizing agreement detail, planned initiatives and priority status.
- Introduction of NCPA Contract to all Sales Reps supported by both hard copy and electronic Training Packages. Training leadership will be provided by Sales Management.
- In most markets, selected Authorized Sitmatic Dealers will be provided Training packets by the local Sales Rep and appointments will be planned with targeted Members in their area.
- Create NCPA affiliation awareness for our Website visitors.
- Promote new NCPA relationship during applicable trade shows.

11. Describe how you intend to introduce NCPA to your company.

Overall, activity to implement this contract within our firm in the first 90 days mirrors much of our response to question #10. Sitmatic employees responsible for administering, marketing, selling and servicing the contract will be fully trained by the effective start date. Our business systems and accounting records will accurately reflect the contract detail and reporting requirements.

Our real focus in the first 90 days will be centered on:





SITMATIC®

- Communication and Training within our distribution partners – Sales Reps and Dealers
- Distribution of the promotional brochure to target end user audiences.
- Creation of additional sales tools and promotions to advertise our new alignment.
- Establishing NCPA sales targets for all territories.
- Effective management – regular travel by Sitmatic Sales and Marketing personnel to create awareness and benefits of the NCPA contract.

12. Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Sitmatic’s website is one of our most powerful resources for specifying chairs. Every chair series lists its unique features along with available options, high-resolution images of chairs and finishes. User-friendly videos, images and descriptions facilitate the specifying process. Once the product is specified, an order can be submitted electronically to orders@sitmatic.com, soon after an order acknowledgment will be generated and sent back to the customer.

13. Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.).

Sitmatic’s only Customer Service Center is available in person 6:30 am to 5:00 pm (PST). Sitmatic’s customer service model is based on Sitmatic’s philosophy to exceed the industry standards in product design, manufacturing and customer service. Sitmatic’s customer service methodology is simple: be there when you need us, be extremely knowledgeable on the product, and immediately respond to your needs.

14. Green initiatives.

Our Promise: We commit ourselves that all furniture designs will use as much recycled and recyclable content as possible and any manufacturing processes we, or our subcontracts employ, will be as environmentally friendly as possible.

No False Promises: Many manufacturers make claims that sound ecologically sensitive, but in fact are simply normal business practices. Does our steel have recycled content? Of course, but it is impossible to buy steel today without recycled content. How about our aluminum? Certainly, it has a higher recycled content than steel and is very easily recycled, but that is the inherent nature of aluminum. The glue we use is HVOC-free and uses citrus-based solvents, but with any factory in California, it would be against the law to use solvent-based adhesives. Do we now mark all of our plastic parts with their recycled content? Absolutely, but we sell world-wide and we can’t sell into the EU without those codes. Sitmatic goes above and beyond these baseline standards in sustaining the environment.

Green Check Certified: By stringent design criteria, we have chosen parts that together produce a chair that is certified compliant for LEED-CI indoor environmental air quality. This means that there are less chemicals emitted by our chairs and its components. By choosing Sitmatic chairs for your workplace, you are also contributing to a cleaner, safer, more sustainable environment.

Renewal: Because of our quality, our most significant contribution to sustainability started 18 years ago and has become part of our corporate infrastructure. It is our popular “Chair Renewal” program, which allows us to completely re-manufacture our seating to like-new condition.





SITMATIC[®]

Yes, our components last a lifetime, but unfortunately fabrics and foams do not. When the foam flattens and the fabric is in shreds, used chairs come back to the factory and leave as a seemingly brand new chair. This we do for a fraction of the cost and a fraction of the materials required to manufacture a new chair.

To The Future: Because of our reputation of quality, our chairs end up in some incredibly hostile environments: police stations, military bases, around-the-clock call centers. As we design, we constantly look to alternative materials that are inherently more easily recycled. Many areas already show good promise. Aluminum, where technically possible, is our newest material of choice. Non-backed and recycled PET and polyesters, are our first choices. We always use CFC-free foams. We do not, and will not, use rainforest hardwoods in our product. Mahogany and teak are beautiful woods but they need to be homes for birds, not ornamentation in an office.

Everyday Life at Sitmatic: We want to make every Sitmatic employee, from administration through production, ecologically sensitive. And it starts everyday with their morning coffee in a porcelain coffee mug.

Recycling: We recycle 100% of our corrugated waste, mostly created from inbound raw material packaging. This amounts to over one truckload per day. Our outbound chairs are shipped blanket-wrapped whenever possible, eliminating the cartons altogether. When we do carton, the cartons contain no staples. This means installers can fold the boxes perfectly flat to be easily carted off to the recycling station. Our cartons consist of 25% recycled material. Our factory has 50% more skylights than is required and the walls are painted white to reduce energy consumption. (Of course, this makes good business sense as well) Sitmatic has also converted to 100% biodegradable green bags as opposed to the widely used polyethylene bags. In addition, we have gone through extensive measures to go “paperless” by receiving and sending information electronically. In doing so, we have eliminated useless paper consumption and have saved hundreds of feet in filing space.

Quality: What do we do to help the environment? We build extraordinarily durable chairs using more steel than plastic and these components last a lifetime. Because of this quality, we do something most other seating manufacturers can't do – we warrant all our chairs for 24-hour usage with no weight limit. And to make sure that a chair is not discarded for a minor problem, we expressly include labor. So with just a phone call, the chair returns to life.

15. Vendor Certifications (if applicable).

N/A.





1. Warranty

Sitmatic offers the industry's best warranty – Lifetime structural and 10 years on wear components. There is no exclusion for “normal” or 8-hour usage. If the facility operates 24 hours a day, 7 days a week, the warranty is still the same. There is no “weight limit” on the warranty. If an employee can fit in the chair, the chair is warranted. Labor is specifically covered in the warranty. Most warranties are conspicuously silent on this issue, and we all know labor costs more than parts.

In the event you should receive damaged goods, simply locate the six-digit control number on the box or control mechanism and contact Sitmatic at (800) 288-1492. Sitmatic will, at your option, either send the necessary replacement to you at no cost, or arrange a service call by a factory authorized service technician.

Availability of Replacement Parts

All parts and components are in-stock at all times and ship in approximately 3 days. Parts that need to be upholstered or tailored ship within a week.

Life Expectancy

Sitmatic chairs use very few plastic components and more steel than our competitors. Sitmatic chairs are rigorously tested and rated 24/7/365. Sitmatic chairs are covered top to bottom and expected to last well over that coverage period.

Return Policy

In the event that you need to return chairs, normally up to 35% (45% for non-standard materials) is charged if ordered in error by the customer. If in Sitmatic's judgement, the product is in new condition and readily resalable, the restocking fee may be waived or reduced. Some products, particularly custom engineered items that are individual specific, cannot be returned.

2. Products

Sitmatic only provides products that are made using new materials and components. Sitmatic stands by its products with a lifetime structural warranty that ensures structural integrity and other “wear components” are covered for 10 years. See the attached “Warranty Lifetime” document.

3. Construction

As an industry leader in seating products, quality is the major concern at Sitmatic. The quality manager has preemptive authority over all design and production output and reports directly to the CEO. Configuration control is established during design and engineering phases for all products and establishes the product specifications from prototype, first articles to production pieces. Outsourced assemblies are intentionally kept to a minimum and are products of a limited supplier base, minimizing quality issues. Receiving inspections are based on proven Statistical Process Control data for acceptance testing, thus certifying the quality of products flowing into the manufacturing process. At each major subassembly point, a 100% in process inspection occurs because of an established vendor-client relationship between each manufacturing cell. Final inspection involves 100% of the output; every chair and each function is tested and approved before shipping. Weekly quality meetings are conducted involving all production staff, and representatives of customer service, sales, purchasing, shipping and management. Minutes are taken and action items are continuously reviewed until resolved.





Customer Type	End User / Customer Name	Contact Name	Contact Title	Contact Phone No.	City / State	How Many Years Sold To?	Average Annual Sales
Higher Ed	University of California, Los Angeles	Michael Ozamoto	Lead Ergonomist & Accommodation Consultant	(310) 901-3920	Los Angeles, CA	19	\$100,000
Higher Ed	Arizona State University	Cindy Fernandez	Senior Program Coordinator	(480) 727-0506	Tempe, AZ	10	\$60,000
Higher Ed	University of California, Santa Barbara	Julie McAbee	Manager - EHS	(805) 893-3283	Santa Barbara, CA	10	\$50,000
Higher Ed	Pennsylvania State University	Dave Hurd	Director of Housing	(814) 865-6090	University Park, PA	6	\$50,000
City / County	LA County Dept. of Social Services	Tammy Ngo	Purchasing	(323) 838-4579	Commerce, CA	15	\$500,000
City / County	City of Oakland	Mide Spade	Safety Specialist, Human Resources Dept.	(520) 238-7971	Oakland, CA	20	\$75,000
City / County	Contra Costa County	Farrah Figuera	Risk Management Procurement	(925) 646-5478	Martinez, CA	17	\$200,000
City / County	Texas General Land Office	Judy Hagood	Project Manager	(512) 463-4117	Austin, TX	20	\$60,000
City / County	City of Dallas	Keith Gary	Financial Service Manager	(214) 670-4973	Dallas, TX	6	\$50,000
City / County	Bexar County	Patricia Torres	Purchasing Agent	(210) 335-2211	San Antonio, TX	8	\$20,000



**Quoted To:**

NCPA Participating Entity

Ship To:

FOB	Ship Via	Terms	Lead Time	Quote Date
Destination		3% 20 Days, Net 30	21 days or faster	

Line	Item No	Item Description	Qty.	List	Disc	Net	Total
1	< \$24,999 List	Single orders less than \$24,999 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			51%		
2	\$25,000 - \$49,999 List	Single orders between \$25,000 and \$49,999 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			52%		
3	\$50,000 - \$199,999 List	Single orders between \$50,000 and \$199,999 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			53%		
4	> \$200,000 List	Single orders over \$200,000 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			54%		





SITMATIC®

Tab 8 - Value Added Products & Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Sitmatic designs and manufactures product solutions for the individual, not just the masses. Including seating for little people and bariatric seating with weight capacities of 1,000 lbs.

A significant portion of ergonomic seating sales are pursuant to specifications driven by the Sitmatic body measurement system. Local sales reps are trained to measure individuals to "fit the chair to the user." We provide this value added service for our customers free of charge.

As a result of individual measurements, and other special requests, we estimate 20% of Sitmatic sales are "custom" products or non-catalog items. We strive to service the 100th percentile versus most competitors' products which typically address 90% of the population.

We also provide in-house design & project management services for all fixed seating opportunities at no charge. This includes but is not limited to classrooms, auditoriums, performing arts centers, courtroom seating and city council chambers.

Our product and warranty is known to be the industry best! All Sitmatic chairs are rated 24/7/365 and have no weight restrictions! Our warranty covers service labor so that we can resolve any issues and get the chair back in service as soon as possible.

Live customer service with product experts always available to help!

No charge product demos available for evaluating nationwide.



TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

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

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

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

Offeror Anthro International Incorporated DBA Sitmatic

Address 1800 Raymer Avenue

City/State/Zip Fullerton, CA, 92833

Authorized Signature 

Date 03/22/2023

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Anthro International Incorporated DBA Sitmatic

Address 1800 Raymer Avenue

City/State/Zip Fullerton, CA, 92833

Telephone Number (800) 288-1492

Fax Number (714) 888-2505

Email Address contracts@sitmatic.com

Printed Name Mark Woods

Title Contract Specialist

Authorized Signature 

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



SITMATIC[®]

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WY	Nhan Nguyen	510-227-7005	nhan@sitmatic.com



Lifetime Warranty



Effective July 1, 2008, Sitmatic warrants that the products it sells, and all components thereof, shall be free from defects in workmanship or materials. Except for components specifically excluded, for the life of the product, Sitmatic shall, at its option, repair or replace any chair, or component thereof, that proves defective.

In the unlikely event you should require remedy under this warranty, simply locate the six-digit control number on the chair mechanism and contact Sitmatic at (800) 288-1492. Sitmatic will, at your option, either send the necessary replacement to you at no cost, or arrange a service call by a factory authorized service technician. You may contact your authorized Sitmatic servicing dealer directly to effect the same remedy under this warranty.

Excluded items are operating mechanisms, pneumatic cylinders, casters, plastics, foam, fabric, finishes, labor costs, wood and urethane components which are warranted for ten (10) years. Damage, which in Sitmatic's sole judgement, is the result of contact with adjacent furniture or normal wear is expressly excluded from this warranty. On site service is available to customers within a 50 mile radius of their authorized Sitmatic dealer. Warranty remedy for non-standard Sitmatic fabrics must be sought from the mills providing those fabrics. Except as herein stated, Sitmatic shall not be liable for any damages or for the breach of any warranty, expressed or implied, or for any other obligation or liability on the account of the products covered by this warranty. Sitmatic makes no warranty of merchantability or fitness for a specific purpose.



An Open Letter to Today's Furniture Buyer

Dear Client,

The following information may clarify our warranty:

The basic structures of the chair are covered for the chair's life: mechanism housing, cylinder housing, seat and backrest structures. All other parts of the chair are warranted for 10 years.

- There is no exclusion for "normal" or 8-hour usage. If the facility operates 24 hour-a-day, 7 days-a-week, the warranty is still the same.
- There is no "weight limit" on the warranty. If an employee can fit in the chair, the chair is warranted.
- Labor is specifically covered in the warranty. Most warranties are conspicuously silent on this issue, and as we all know, labor costs more than the parts.

In years gone by, we had a very simple warranty that provided full coverage on all parts and labor for the same period of time. Unfortunately for the consumer, many of our competitors started issuing outrageously long warranties. What the consumer didn't see was the fine print. Many components, like foam and fabric, were not covered. Usage was restricted to 8 hours per day. Any employee over 250 lbs. negated the warranty.

Labor was not mentioned, or in some cases the consumer was required to disassemble the chair, crate it and return it to the factory. Inferior quality chairs started to show up everywhere, because the purchasing decision was based solely on perceived warranty length. Every sales situation began with a long winded explanation of warranties, instead of the true merits of the seating. Finally we gave up, and like every major furniture manufacturer, we created a longer warranty; a lifetime structural warranty, but the lifetime portion is clearly identified as a structural warranty.

Sitmatic's on-going business is repeat corporate and government clients, not retail sales or one-time "mega-orders." Obviously, our clients are pleased with the quality of our product and our after-sales service. As of yet, you do not have the benefit of this experience, so we offer you the following: we will match any of our competitor's warranty, as long as we are allowed to do so word for word. We caution you, however, that this may actually decrease the warranty for many of the components of the chair, add weight limits, and restrict the hours that a chair can be used.

Many manufacturers preach quality, but at Sitmatic we truly live it. From initial design through final inspection, our overriding concern is that your chairs do their job for a very long time. If I can ever be of any help or answer any question, please contact me directly at (800) 288-1492. You will also find this phone number under every one of your Sitmatic chairs. So now, and in the future, we take responsibility for the product that bears our name.

Respectfully,

Paul Makielski
President