

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

GENERAL SERVICES ADMINISTRATION CONTRACT

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<u>www.dirtt.com</u>	
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Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address GSA Advantage!™ is: <http://www.GSAAdvantage.gov>

Multiple Award Schedule (MAS)
Large Category: Facilities-Structures – Code B
Subcategories: Facilities – Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions
FSC/PCS Code: 5410
and
Large Category: Miscellaneous – Code G
Subcategory: Installation and Site Preparation Services
FSC/PSC Code: N099

Contract Number: GS-07F-0005T

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

Contract Period: September 30th, 2011 - September 30th, 2021

Contractor's Name Address and Phone number :

DIRTT Environmental Solutions, Inc.
325 Wells Street, Suite 1000
Chicago, IL 60657
Phone: 312-485-2333
Fax: 312.245.2871
POC Email address: asaundry@dirtt.com
skennedy@dirtt.com
cpatton@dirtt.com

GSA Advantage

Terms and Conditions

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

Contract Administration Source:

DIRTT Environmental Solutions
7303 – 30th Street
Calgary, AB T2C 1N6
Phone: 403.723.5000
Fax: 403.723.6644
POC Email address:
asaundry@dirtt.com
skennedy@dirtt.com

POC: Allison Saundry, Manager, GSA Government Accounts
Steve Kennedy, Strategic Accounts

Business Size: Small / Mfr

CUSTOMER INFORMATION

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

SIN	DESCRIPTION
332311P	In Plant Offices, Prefabricated Modular Wall/ Partitions Systems and Enclosures, Mezzanines and Wire Partitions (see pricing table attached)
238910	Installation and Site Preparation Services

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

2.

MAXIMUMORDER:

SIN 332311P: \$200,000; SIN 238910 : \$350,000

If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.
- 3

MINIUMUMORDER:

\$0.00 - DIRTT Environmental Solutions; Inc. is offering a No Minimum.
- 4

GEOGRAPHIC COVERAGE:

Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.
5.

POINT(S) OF PRODUCTION:

SIN	Manufacturer	ProductionPoint	Country ofOrigin
332311P	DIRTTEnvironmental Solutions (Moveable Walls)	DIRTTEnvironmental Solutions 7303 - 30 Street; Calgary Alberta, T2C 2N6 403.723.5000	Canada

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6. DISCOUNT from list prices: 2%

DIRTT ICE ("Milan") list pricing program per Mod PO-0044, dated February 22, 2018

For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded into GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

The final Schedule contract award price is calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67
For Services the rates are the net rate (with IFF). See labor rates on last page.

7. QUANTITY DISCOUNTS: WALLS:
15% - on purchases over \$50,000

ELECTRICAL:
4% - on purchases of \$20,000 to \$50,000
10% - on purchases over \$50,000

8. PROMPT PAYMENT TERMS: 1% 20, net30

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED FOR ORDERS UP TO THE MICRO- PURCHASE THRESHOLD

9b. GOVERNMENT PURCHASE CARDS ARE NOT ACCEPTED FOR ORDERS ABOVE THE MICRO- PURCHASE THRESHOLD

10 FOREIGN ITEMS: All items are made in the USA or Canada

11. TIME OF DELIVERY: 45 Days ARO (after receipt of order)

12 F.O.B. POINTS(S): Origin - prepay and add

13. ORDERING ADDRESS(ES): DIRTT Environmental Solutions
c/o Distribution Partners (see list of Distribution Partners included)

14. PAYMENT ADDRESS: DIRTT Environmental Solutions
7303, 30th St, SE,
Calgary, Alberta,
T2C1N6 Canada

15. WARRANTY PROVISIONS: Standard Commercial Warranty as per warranty appendices,

RETURN POLICY: Due to the custom nature of all items offered, no return policy is available. Each item is produced to meet exact requirements of the particular order.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (any thresholds ABOVE the micro-purchase level: Contractor will accept Government Purchase Card for orders of \$3,000 or less.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): NA

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- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): NA
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): NA
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS IF APPLICABLE: NA
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): NA
- 23. PREVENTITIVE MAINTENANCE (IF APPLICABLE): NA

- 24. ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency and/ or reduced pollutants):

Net Recycled Content by

Weight: DIRTT Solid

Movable Walls 78%

DIRTT Glass Movable

Walls 18%

DIRTT is the proud recipient of the 2006 Excellence in Partnership: Industry Green Contractor Award www.dirtt.com

- 25. DATA UNIVERSAL NUMBER SYSTEM: 179261420
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (SAM) DATABASE: Sam Registration is current.

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

WARRANTY

DIRTT Wall - Limited Warranty

DIRTT Environmental Solutions ("DIRTT"), 7303 – 30th Street SE, Calgary, AB Canada T2C 1N6, warrants the products sold by DIRTT to be free from defects in material and workmanship in normal use and service. DIRTT will repair or replace any defective parts falling under this limited warranty for ten (10) years from the date of purchase and will be responsible for reasonable labor and shipping costs incident to repairing or replacing any such defective parts, subject to the exclusions set forth herein. This limited warranty does not cover any damage that occurs as a result of installation or normal wear and tear. This limited warranty will also not cover any damage from force majeure.

The benefits of this limited warranty shall extend only to the original buyers of DIRTT products purchased through DIRTT's authorized Distribution Partners, and not to any subsequent purchasers or third parties. Any product, part, or component must have been installed, maintained and used in the manner in which they were intended according to DIRTT's published information at www.dirtt.com, in order to be eligible for coverage under this limited warranty and must not have been subject to misuse or abuse.

What Will We Do To Correct The Problems?

DIRTT will repair or replace, at DIRTT's option, any part of the product, or the entire product, that is defective in material or workmanship in normal use and service. DIRTT may require inspection by a factory representative prior to any repairs or replacement. For additional information regarding this warranty please contact your DIRTT Distribution Partner.

How Do You Get Service?

Contact your DIRTT Distribution Partner. He or she will identify or verify the problem and notify DIRTT. Pictures may also be needed to help the DIRTT Team determine problem areas. Warranty claims and resolution will be handled by your DIRTT Distribution Partner.

Are There Exceptions?

Some.

For example, DIRTT's warranty does not cover:

- Customer's Own Materials (COM) – textiles, finishes, etc.
- DIRTT tests Customer's Own Material (COM) and other client-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials;
- Maintenance of other manufacturers' products, except to pass through their warranty where applicable and where possible;
- Normal wear and tear;
- Natural variations in wood grain or the presence of character marks;
- Changes in surface finishes due to aging or exposure to light;

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WARRANTY

- The colorfastness or the matching of colors of textiles, including an exact match to cuttings or to swatch cards;
- Products exposed to extreme environmental conditions or improper storage;
- Damage due to force majeure.
- DIRTT Barn Door Soft close has Limited 1 Year Warranty. Abuse not covered.

The Following Will Void the Warranty:

- Failure to apply, install or maintain products according to published DIRTT instructions and guidelines available at www.dirtt.com (If you do not already have one, you may either request a password to gain access to these documents, or have them emailed to you.);
- Any abuse, misuse, or accident;
- Alteration or modification of the product.

This Warranty Applies Worldwide:

EXCEPT FOR THE EXPRESS WARRANTY CONTAINED HEREIN, DIRTT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, HOWEVER ARISING, ARE HEREBY EXCLUDED. IN NO EVENT SHALL DIRTT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME, AND THE SOLE REMEDY OF DIRTT DISTRIBUTION PARTNERS' AND THEIR CUSTOMERS SHALL BE, AT DIRTT'S ELECTION, REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) OR PRODUCT(S) UNDER WARRANTY, OR THE RETURN OF ALL PAYMENTS RECEIVED BY DIRTT WITH RESPECT TO SUCH PRODUCT(S). THE REMEDIES SET FORTH IN THIS INSTRUMENT ARE EXCLUSIVE, AND THE LIABILITY OF DIRTT WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN

CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCT(S) ON WHICH SUCH LIABILITY IS BASED.

Effective August 2013

DIRTT POWER - LIMITED WARRANTY

DIRTT Environmental Solutions ("DIRTT"), 7303 – 30TH Street SE, Calgary, AB Canada T2C 1N6, warrants the products sold by DIRTT Power to be free from defects in material and workmanship in normal use and service. DIRTT Power will repair or replace any defective parts falling under this limited warranty for ten (10) years from the date of purchase and will be responsible for reasonable labor and shipping costs incident to repairing or replacing any such defective parts, subject to the exclusions set forth herein. This limited warranty does not cover any damage that occurs as a result of installation or normal wear and tear.

This limited warranty will also not cover any damage from force majeure.

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WARRANTY

The benefits of this limited warranty shall extend only to the original buyers of DIRTT Power products purchased through DIRTT Power or DIRTT Power's authorized Distribution Partners, and not to any subsequent purchasers or third parties. Any product, part, or component must have been installed, maintained and used in the manner in which they were intended according to DIRTT Power's published information at www.dirtt.com, in order to be eligible for coverage under this limited warranty and must not have been subject to misuse or abuse.

DIRTT Power will repair or replace, at DIRTT Power's option, any part of the product, or the entire product, that is defective in material or workmanship in normal use and service. DIRTT Power may require inspection by a factory representative prior to any repairs or replacement. Pictures may also be needed to help the DIRTT Power Team determine problem areas. Warranty claims and resolution will be handled by your DIRTT Power Distribution Partner. For additional information regarding this warranty please contact your DIRTT Power Distribution Partner.

EXCEPTIONS

The DIRTT Power warranty does not cover:

- Maintenance of other manufacturers' products, except to pass through their warranty where applicable and where possible;
- Normal wear and tear;
- Changes in surface finishes due to aging or exposure to light;
- Products exposed to extreme environmental conditions or improper storage;
- Damage due to force majeure.

THE FOLLOWING WILL VOID THE WARRANTY:

- Failure to apply, install or maintain products according to published DIRTT Power instructions and guidelines available at www.dirtt.com
- Any abuse, misuse, or accident;
- Alteration or modification of the product.

DIRTT ENVIRONMENTAL SOLUTIONS, INC.

WARRANTY

THIS WARRANTY APPLIES WORLDWIDE:

Except for the express warranty contained herein, DIRTT Power makes no representation or warranty of any kind, express, implied, or statutory, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. All other warranties, however arising, are hereby excluded. In no event shall DIRTT Power be liable for any loss of profits or any special, indirect, incidental or consequential damages.

Even if advised of the possibility of the same, and the sole remedy of DIRTT Power distribution partners' and their customers shall be, at DIRTT Power's election, repair or replacement of the defective part(s) or product(s) under warranty, or the return of all payments received by DIRTT Power with respect to such product(s). The remedies set forth in this instrument are exclusive, and the liability of DIRTT Power with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the product(s) on which such liability is based.

Effective August 2013

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Labor Rates for Services

DIRTT Services Labor Rate Chart			
SIN	Skill Category	Unit of Issue	Proposed Government Rates
332311P	Project Manager: Responsible for managing the project at hand from planning stages to onsite delivery and install schedules through punch list and final project close out.	Per hour	\$135
332311P	Design/Layout Responsible for the overall design of a project, specifying product and finishes, verifying field measurements, as well as providing the necessary drawings for production and install.	Per hour	\$83.30
238910	Interior Technician Foreman/Supervisor Responsible for executing the delivery and installation timeline laid out by the project manager. Responsible for laying out the job per the drawings and specifications. Coordinates the labor of his crew with the onsite electrician and data contractors to insure correctness and timely completion.	Per hour	\$95
238910	Interior Technician Crew Member Responsible for erecting the walls and doors per the Foreman's plan of action.	Per hour	\$100
238910	Interior Technician Laborer Primary function is to support the crew members by the timely unloading and staging of product and the cleanliness of the jobsite.	Per hour	\$70
238910	Cleaner (Glass or Final Clean) Responsible for final "construction clean" i.e. cleaning of glass, walls, floor, doors etc. just before final walk through to establish punch list.	Per hour	\$70
238910	Carpenter Touch Up Person Responsible for the touch up and repair of any damages found during the punch list walk through, i.e. scratches, dents, chips in the wood or metal.	Per hour	\$95
238910	Elevator Operator Operates the elevator during the delivery phases of the project.	Per hour	\$61
238910	Touch up Painter Repairs and paints any damages to the base building or "hard walls" that were sustained during construction.	Per hour	\$85
238910	Electrician Responsible for installing the conduit, wires, outlets and switches per the plans and specifications. Also insure proper function of switch and outlet devices.	Per hour	\$100
238910	Ceiling/Sheetrock Installer Responsible for installing drywall/sheetrock in accordance with all plans and drawings, able to make field adjustments as necessary.	Per hour	\$80
238910	Technical Advisor Onsite assistance from the factory for the purpose of assisting the project foreman and providing onsite support for the crew. Trouble shoots and rectifies any factory related issues that may have arisen onsite.	Per hour	\$86
238910	Data Technician Responsible for the installation of phone, data cables and devices.	Per hour	\$108
238910	Warehouse Supervisor Supervises staff for warehouse duties, including shipping, receiving, stocking inventory. Prepares shipping reports. Authorizes shipments & returns. Maintains warehouse, makes work assignments, serves as POC.	Per hour	\$92
238910	Warehouse Laborer As directed, performs warehouse duties, including shipping, receiving, stocking inventory.	Per hour	\$70
332311P	Installation Technician Training Provided by DIRTT to all Interior Technician crews and Distribution Partners to insure proper installation and function of the DIRTT product. Onsite Technical Advisor is an extension of this program.	Day Rate	\$490