

TIPS VENDOR AGREEMENT

Between

Nightingale Corp

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170302 Furniture, Furnishings and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

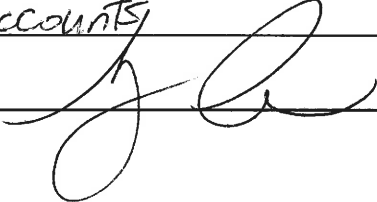
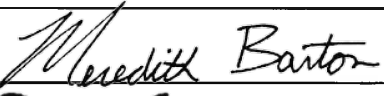
- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170302 Furniture, Furnishings and Services

Company Name Nightingale Corp.
Address 2301 Dixie Road
City Mississauga State ONT. Zip L4Y 1Z9
Phone 800-363-8954 Fax 800-637-6784
Email of Authorized Representative gadam@nightingalechairs.com
Name of Authorized Representative Gerry Adam
Title VP Special Accounts
Signature of Authorized Representative 
Date April 20, 2017
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 David Wayne Fitts
Date May 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170302 Addendum 1	Department		Floor/Room
Title	Furniture	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:01 AM (CT)	Floor/Room		Email
Close Date	4/27/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Nightingale Corp.
 Address 2301 Dixie Road
 Mississauga, ON Canada L4Y 1Z9

Contact
 Department
 Building
 Floor/Room
 Telephone (800) 363-8954 x202
 Fax (800) 637-6784
 Email
 Submitted 4/26/2017 02:05:35 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Gerry Adam

Email gadam@nightingalechairs.com

Supplier Notes

Please note that an electronic copy of our 2017 Price list is available upon request. I was unable to upload our catalog brochure and price together.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	We can provide the following states our products: TX, GA, AL, AZ, WY, OK, AR, KS, MO, NV, CA, ID, MT, LA, NM, MI, MS, FL, SC, NC, TN, IL, IN, MN, NJ, NE, NH, RI, PA, WI, OH, MD, KY, IA, CT, ME, DE, VT, WV, WA, UT, CO.
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Nightingale offers a wide variety of seating: Ergonomic Task, Executive, Management/Conference, Lounge, Nesting, Stacking, Sit/Stand Stools, Guest, Bariatric, 24 Hour and Specialty.
6	Primary Contact Name	Primary Contact Name	Gerry Adam
7	Primary Contact Title	Primary Contact Title	VP Special Accounts
8	Primary Contact Email	Primary Contact Email	gadam@nightingalechairs.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003638954
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006376784
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6478830215
12	Secondary Contact Name	Secondary Contact Name	Nancy Taschian
13	Secondary Contact Title	Secondary Contact Title	Customer Care Representative
14	Secondary Contact Email	Secondary Contact Email	ntashian@nightingalechairs.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003638954
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006376784
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Andrea Balinget
19	Admin Fee Contact Email	Admin Fee Contact Email	abalingit@nightingalechairs.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003638954
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Nancy Taschian
22	Purchase Order Contact Email	Purchase Order Contact Email	ntashian@nightingalechairs.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003638954
24	Company Website	Company Website (Format - www.company.com)	www.nightingalechairs.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	980383583
26	Primary Address	Primary Address	2301 Dixie Road
27	Primary Address City	Primary Address City	Mississauga
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Ontario
29	Primary Address Zip	Primary Address Zip	L4Y 1Z9
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Ergonomic Task Seating, Executive chairs, Conference chairs, Lab Stools, Sit/Stand chairs, Stack chairs, Lounge chairs, Guest chairs, drafting stools, 24 hour chairs, Nesting chairs, CXO, LXO, MXO, WXO, EC1, EC2, NXO, Heavy Duty seating.
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Mississauga
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ontario
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	15
44	Years Experience	Company years experience in this category?	89
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	for all 2017. Increases in following years subject to maximum 3% price increase each year of the contract.
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 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;
 - (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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

55 Suspension or Debarment Certification 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 governmentwide 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.

Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 58 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 59 2 CFR PART 200 (B) Termination Yes
- 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 federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>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 governmentwide 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.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- | | | | |
|----|---|--|-----|
| 63 | 2 CFR PART 200 Federal Rule (12) | <p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 64 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00



TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170302 – Furniture (Addendum 1)

Addendum 1 was issued 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. There were no other addendums issued for this RFP. This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond
Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing the history of RFP 170302 – Furniture (Addendum 1)

Bid Audit History		
Return		
Date	Line	Description
5/1/2017 09:07 AM (CT)	Header	Bid request unsealed by SBOND TIPS.
4/27/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/11/2017 01:10 PM (CT)	Header	Bid Close Date extended from 4/21/2017 03:00:00 PM (CT) to 4/27/2017 03:00:00 PM (CT). By RPOWELLTIPS. Reason: To provide more time for vendors to respond.
4/7/2017 11:50 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:50 AM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required
4/7/2017 11:40 AM (CT)	Header	Bid Request Information Copied from Bid '170302' by RPOWELLTIPS.
3/2/2017 08:01 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS. - Issue time adjusted by the system to balance workload.
2/27/2017 10:06 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/27/2017 10:06 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-10 shown of 10		
Addendum Audit History		
Return		
Date	Line	Description
4/7/2017 11:40 AM (CT)	Header	Addendum 1 created for bid '170302' by RPOWELLTIPS.
Items 1-1 shown of 1		

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax
AI CORPORATE INTERIORS	3017 SECOND AVE. S.	BIRMINGHAM	AL	35233			205.871.4599	866-533-9064
LINDSEY OFFICE FURNISHINGS	2223 FIRST AVE. NORTH	BIRMINGHAM	AL	35203			205.795.4942	205-795-4942
OFFICE ENVIRONMENTS	PO BOX 19986 1827 1ST AVE. N; STE 101	BIRMINGHAM	AL	35203		Customerservice@officenvironments.com	205.443.8300	205-930-0386
OFFICE INTERIORS BY OSCO	229 GRANT STREET S.E.; P.O. BOX 3047	DECATUR	AL	35601			256.340.5100	256-340-5108
SPUR PLANTATION, LLC	413 STONEYBROOKE WAY	MONTGOMERY	AL	36117		TRACYMCPHERSON@BELLSOUTH.NET	334.399.4792	
SHARP OFFICE SUPPLY & FURN.	1095 HWY 62/412; PO BOX 250	ASH FLAT	AR	72513		SHARPOFFICE@CENTURYTEL.NET	870.997.7125	870-994-7110
HUBBLE-MITCHELL & ASS. INC. (HMI)	P.O. BOX 3892	LITTLE ROCK	AR	72203-3892			501.312.2700	501-227-4301
INNERPLAN, INC.	7001 INNERPLAN DRIVE	NORTH LITTLE ROCK	AR	72113			501.371.0300	501-372-3838
INNOVATIVE BUSINESS FURN	3837 ELM SPRINGS RD, STE B; P.O. BOX 7540	SPRINGDALE	AR	72766			479.872.2100	479-872-2101
LAHARPE'S OFFICE FURN	P.O. BOX 3817	LITTLE ROCK	AR	72203			501.372.6684	501-372-3760
AWE CORPORATE INTERIORS	1710 E INDIAN SCHOOL RD.; SUITE 104	PHOENIX	AZ	85016			602.841.7480	602-841-7139
FACILITEC - TUCSON BUSINESS INTERIORS	305 SOUTH EUCLID AVE #107	TUCSON	AZ	85719			520.620.1555	520-620-0503
GOODMANS INTERIOR STRUCTURES	P.O. BOX 13289	PHOENIX	AZ	85002			602.263.1110	602-263-0624
SOUTHWEST PARTITIONS AND OFFICE INTERIORS	4600 N 7TH AVE.	PHOENIX	AZ	85013			602.274.0214	602-277-9512
AAA BUSINESS SUPPLIES&INT	325 MENDELL STREET	SAN FRANCISCO	CA	94124			800.821.4430	415-821-2601
CREST OFFICE FURNITURE	2840 N.LIMA ST. UNIT 100	BURBANK	CA	91504			818.333.3160	818-333-3171
IOS-INTERIOR OFFICE SOLUTION	17800 MITCHELL NORTH	IRVINE	CA	92614			310.726.9067	949-724-9449
WESTERN OFFICE INTERIORS	500 CITADEL DR.; SUITE 250	COMMERCE	CA	90040			323.272.1800	323-271-1801
B&M CONSTRUCTION, INC.	P.O.BOX 16044	COLORADO SPRINGS	CO	80935			719.577.4550	719-577-4560
BC INTERIORS	3390 VALMONT ROAD	BOULDER	CO	80301			303.443.3666	303-443-0406
INTERIOR RESOURCE GROUP	402 WEST MOUNTAIN AVE.	FORT COLLINS	CO	80521			970.215.9191	970-484-0706
RMRM INC (DBA RMRM BUSINESS ENV).	520 NICHOLS BLVD	COLORADO SPRINGS	CO	80907			719.473.4040	719-473-6669
EHRlich GROUP LLC	2 ESATVIEW DR,	FARMINGTON	CT	6032			860.678.0111	860-677-6526
DELAWARE SCHOOL & OFFICE	P.O. BOX 5046	WILMINGTON	DE	19808			302.996.0652	302-996-0692
EFFICIENT OFFICE SOLUTION	117 J & M DRIVE	NEW CASTLE	DE	19720			302.326.0660	302-326-0902
EXECUTIVE OFFICE FURN INC	241 E HARRISON STREET	TALLAHASSEE	FL	32301			850.224.9476	850-224-8768
HOLMES & BRAKEL INT'L INC	3901 COCONUT PALM DRIVE; SUITE 102	TAMPA	FL	33619			904.538.9883	904-538-0578
IFS - INTEGRATED FACILITY SYSTEMS	629 WEST BREVARD ST	TALLAHASSEE	FL	32304			850.536.0888	850-536-0890
J.C. WHITE OFFICE FURN	3501 COMMERCE PARKWAY	MIRAMAR	FL	33025			954.499.6677	954-499-6678
AUGUSTA BUSINESS INTERIOR	3127 DAMASCUS RD-STE G	AUGUSTA	GA	30909			706.737.3014	706-737-9484
CWC	4343 NORTHEAST EXPRESSWAY	ATLANTA	GA	30340			800.292.8220	770-491-6374
DEKALB OFFICE ENVIRONMENTS	1320 RIDGELAND PARKWAY	ALPHARETTA	GA	30004			770.360.0200	770-360-0305
MCGARITY'S BUSINESS PROD	870 GROVE STREET S.W.	GAINESVILLE	GA	30501			770.536.9852	770-534-7316
INTELLIGENT DESIGN	1104 5 AVE.	GRINELL	IA	50112			641.236.6686	641-236-5553
FROHWEIN CONTRACT INTERIORS DESIGN	218 2ND ST; HWY 6 WEST	CORALVILLE	IA	52241			319.338.3135	319-338-7484
PHELAN'S INTERIORS	728 3RD AVE S.E.	CEDAR RAPIDS	IA	52401			319.363.9634	319-362-2163
INTERSTATE OFFICE SUPPLY	1207 NORTH 4TH STREET	COEUR D'ALENE	ID	83814			208.664.3118	208-667-4926
DESKS INC	600 WEST FULTON STREET; SUITE 200	CHICAGO	IL	60661			312.334.3375	312-334-3333
HENRICKSEN & COMPANY INC.	1101 West Throntdale Ave.	ITASCA	IL	60143			630.250.9090	630-250-9112
OEC BUSINESS INTERIORS	900 N CHURCH ROAD	ELMHURST	IL	60126-1014			630.589.5500	630-589-5637
OM WORKSPACE	1590 1ST. AVE.	OTTAWA	IL	61350			630.864.5716	585-697-0701
AREA 4 OFFICE FURN (DBA)	NOSTAW CO INC	INDIANAPOLIS	IN	46268			317.872.3168	317-872-3169
BUSINESS FURNISHINGS LLC	4102 MEGHAN BEELER COURT	SOUTH BEND	IN	46628			574.243.3255	574-243-3266
CORPORATE DESIGN	1419 W LLOYD EXPRESSWAY	EVANSVILLE	IN	47710			812.421.2245	812-422-3413
INTRASCAPE INC	1401 BROADWAY; BOX 5387	FORT WAYNE	IN	46802			260.420.5387	260-420-5378
BA Design LLC	4119 SW SOUTHGATE DRIVE	TOPEKA	KS	66609			785.267.8100	785-266-8116
DESIGN CENTRAL	152 SOUTH FIFTH STREET	SALINA	KS	67401			785.825.4131	785-825-4778
SCOTT RICE OFFICE INTERIORS	224 E DOUGLAS AVE,STE 100	WICHITA	KS	67202			316.771.5731	316-264-8853
SYMAR INSTALLATIONS INC	1960 FOXRIDGE DRIVE	KANSAS CITY	KS	66106			913.236.4441	913-236-4442
HURST OFFICE SUPPLIERS (IS)	257 E. SHORT STREET	LEXINGTON	KY	40507			859.255.4422	859-231-0864
ID & A INC	1700 SOUTH 5TH STREET	LOUISVILLE	KY	40208			502.562.9255	502-562-9270
KDA - KEITH DANIEL & ASSOCIATES	519 HAMPTON WAY; SUITE 2	RICHMOND	KY	40475			859.626.9820	859-626-0770
LPT DESIGN, LLC	56 SUMMERTREE COURT	NICHOLASVILLE	KY	40356			859.26/.8962	859-335-5496
DKI OFFICE SOLUTIONS	5530 JEFFERSON HWY	HARAHAN	LA	70123			504.734.8424	504-733-7858
AFFORDABLE INTERIOR SYSTEMS	4 BONAZZOLI AVE	HUDSON	MA	01749			978.562.7500	978-568-9701
CMM INTERIORS	420 BOSTO TURNPIKE	SHREWSBURY	MA	1545			508.420.0926	508-842-0616
CREATIVE OFFICE PAVILION	1 DESIGN CENTER PLACE; STE 734	BOSTON	MA	02210			617.956.4164	617-426-6541
PEABODY OFFICE FUR	234 CONGRESS STREET	BOSTON	MA	02110			617.542.1902	617-542-2741

DOURON INC.	10 PAINTERS MILLS ROAD	OWINGS MILLS	MD	21117		800.533.1296	410-363-1659
MOI INC.- MARYLAND OFFICE INTERIORS	2923 LORD BALTIMORE DRIVE	BALTIMORE	MD	21244		410.265.5600	410-265-5699
PBI INC	115 WEST ST., STE 301	ANNAPOLIS	MD	21401		410.280.3500	410-280-3974
RUDOLPH'S OFFICE & COMPUTER SUPPLY	5020 CAMPBELL BLVD; STE C	BALTIMORE	MD	21236		410.931.4150	410-931-4158
WILHIDE DRAPERIES, INC.	1900 LIGHT STREET	BALTIMORE	MD	21230		410.837.0909	410-837-0923
CREATIVE OFFICE PAVILION	15 FRANKLIN STREET	PORTLAND	ME	04101		207.775.7100	802-660-7007
AIREA INC	23231-B INDUSTRIAL PK DR	FARMINGTON HILLS	MI	48335		248.426.0100	248-426-5500
AMERICAN INTERIORS	30553 S WIXOM RD. STE 200	WIXOM	MI	48393		248.624.2255	248-624-7755
CREATIVE OFFICE INTERIORS	21719 HARPER AVE, STE A	ST CLAIR SHORES	MI	48080		586.445.6155	586-445-6164
GREAT LAKES INT.	207 BON AIR ROAD	LANSING	MI	48917		517.204.6909	517-484-9606
BECKLEYS INC.	125 WOODLAKE DR. S.E.	ROCHESTER	MN	55904		507.282.8659	507-282-9419
INNOVATIVE OFF.SOLUT.INC	151 EAST CLIFF ROAD	BURNSVILLE	MN	55337		952.808.9900	952-894-7153
NORTHERN BUSINESS PROD	2326 WEST SUPERIOR STREET	DULUTH	MN	55806		218.726.0167	218-726-1023
SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 NORTH BROADWAY	ROCHESTER	MN	55906		507.536.3443	507-282-7355
GROOMS OFFICE ENVIRONMENT	1285 EAST MONTCLAIR	SPRINGFIELD	MO	65804		417.883.4646	417-883-7215
INDOFF	11816 LACKLAND ROAD	ST. LOUIS	MO	63146		314.997.1122	314-558-9248
INTERIOR DIMENSION	15009 MANCHESTER RD. # 260	BALLWIN	MO	63021		636.386.5300	636-552-5606
SMART BUSINESS INTERIORS	1901 VANDIVER DR.	COLUMBIA	MO	65202-1914		573.474.4057	573-474-3838
BUSINESS MACHINES PLUS INC	1424 GARDNER BLVD	COLUMBUS	MS	39702		662.328.6011	662-328-6041
COMMERCIAL BUSINESS INTERIORS INC (CBI)	6927 U.S. HWY 49 NORTH	HATTIESBURG	MS	39402		601.268.9998	601-268-7860
360 OFFICE SOLUTIONS	P.O.BOX 30598	BILLINGS	MT	59107-0598		406.248.7881	406-248-2108
ALFRED WILLIAMS & CO	410 S.SALISBURY ST.; SUITE 200	RALEIGH	NC	27601		919.832.9570	919-832-7626
BARNHILL CONSTRUCTION	2311 N MAIN ST.	Tarboro	NC	27886		252.823.1021	252-823-0137
CONTRAK, LLC	P.O. BOX 814	CLAYTON	NC	27528-0814		919.553.9006	919-553-6264
FORMS & SUPPLY INC	6410 ORR ROAD; P.O. BOX 563953	CHARLOTTE	NC	28256		704.598.8971	704-598-8917
BUSINESS ESSENTIALS	205 EAST MAIN AVENUE	WEST FARGO	ND	58078		701.282.6570	701-282-8870
GAFFANEY'S OF GRAND FORKS	1809 13TH AVENUE NORTH	GRAND FORKS	ND	58201		701.746.6466	701-746-0737
GAFFANEY'S OF MINOT, INC	416 20TH AVENUE S.E.	MINOT	ND	58702		701.852.3381	701-852-8953
GAFFANEY'S OF WILLISTON	P.O BOX 910	WILLISTON	ND	58802		701.572.6381	701-572-1036
ALL MAKES OFFICE EQUIP CO	2558 FARNAM STREET	OMAHA	NE	68131		402.341.2413	402-977-3059
AOI CORPORATION	8801 S. 137TH CIRCLE	OMAHA	NE	68138-3455		402.896.5520	402-896-9445
EAKES OFFICE PLUS	617 W 3RD ST ; PO BOX 2098	GRAND ISLAND	NE	68801-5946		308.382.8026	308-382-7401
JLM OFFICE INNOVATORS	PO BOX 356 83 LAFAYETTE RD. SUITE 1	HAMPTON FALLS	NH	03844		603.601.6660	603-601-7285
EVOLVE TECHNOLOGIES CORP	7 INDUSTRIAL WAY	SALEM	NH	03079		888.315.9007	603-894-0074
BUSINESS ENVIRONMENTS	5351 WILSHIRE AVE.N.E.	ALBUQUERQUE	NM	87113		505.888.4400	505-889-9146
DALVEY BUSINESS ENVIRONMENTS	5173 S EASTERN AVE	LAS VEGAS	NV	89119-2304		702.740.4000	702-740-4418
FUSCH COMMERCIAL INTERIOR	6415 S. TENAYA WAY-STE145	LAS VEGAS	NV	89113		702.202.4227	702-202-1237
OFFICE SUPPLIERS	3220 E. CHARLESTON BLVD	LAS VEGAS	NV	89104		702.457.6387	702-457-0716
LANE OFFICE FURNITURE INC	205 LEXINGTON AVE	NEW YORK	NY	10016		212.233.4100	212-693-2124
EMPIRE OFFICE INC	105 MADIDSON AVENUE 15TH FLOOR	NEW YORK	NY	10016		212.607.5500	212-607-5650
FM OFFICE EXPRESS (D.B.A. FM RESOURCES)	ONE WOODBURY BLVD	ROCHESTER	NY	14604		585.238.888	585-238-2899
APG OFFICE FURNISHINGS	12075 NW BLVD - STE 100	CINCINNATI	OH	45246-1228		513.621.9111	513-346-2660
CONTINENTAL OFFICE ENVIRONMENTS	2601 Silver Dr.	COLUMBUS	OH	43211		614.262.8088	614-262-1874
INNOVATIVE OFFICE SOLUTIONS INC	8016 INDUSTRIAL DRIVE	MARIA STEIN	OH	45860		419.925.5433	419-925-0311
LOTH INC	3574 EAST KEMPER RD	CINCINNATI	OH	45241		513.554.8752	513-554-8700
MACMILLAN OFFICE SUPPLY	553 EAST STATE STREET	SALEM	OH	44460-0103		330.337.9521	330-337-1035
MCNERNEY & SON INC	6970 MCNERNEY ROAD	NORTHWOOD	OH	43619		419.666.0200	419-666-9500
SALEM OFFICE SUPPLY (IS)	4604 SALEM AVE	DAYTON	OH	45416		937.274.0900	937-274-4089
ADMIRAL EXPRESS INC	1823 N YELLOWOOD AVE	BROKEN ARROW	OK	74012		918.249.4000	918-249-4087
OFFICE INTERIORS LLC	614 W. Sheridan Ave.	OKLAHOMA CITY	OK	73102		405.604.9080	405-604-9088
SOUTHWESTERN STATIONERY	BOX 18697; 4500 N SANTA FE	OKLAHOMA CITY	OK	73118		405.525.9411	405-556-9000
WARREN PRODUCTS INC	1233 SOVEREIGN ROW	OKLAHOMA CITY	OK	73108		405.947.5676	405-943-3660
FACILITY RESOURCE INC	110 S.E. TAYLOR STREET	PORTLAND	OR	97214		503.924.2400	503-924-2401
OFFICE TRENDS INC	7327 S.W. BARNES ROAD; SUITE 724	PORTLAND	OR	97225		503.715.5858	503-292-5794
SMITH CFI	620 NE, 19TH AVE. BOX 2719	PORTLAND	OR	97232		503.226.4151	503-226-9233
SOUTHWEST OFFICE SUPPLY INC.	3205 NW YEON AVE.	PORTLAND	OR	97210		503.241.1921	503-241-8670
BENJAMIN ROBERTS LTD	240 NORTH PRINCE ST.	LANCASTER	PA	17603		717.291.1001	717-392-0111
BULLDOG OFFICE PRODUCTS	500 GLASS ROAD	PITTSBURGH	PA	15205		412.489.8122	412-787-3180
CORPORATE FACILITIES INC	2129 CHESTNUT STREET	PHILADELPHIA	PA	19103		215.279.9999	215-279-9445
TOTAL OFFICE INTERIORS	527 PLYMOUTH RD, STE 401	PLYMOUTH MEETING	PA	19462		610.828.3808	610-828-3952
ALFRED WILLIAMS & COMPANY	1050 SHOP RD - STE C	COLUMBIA	SC	29201		803.767.4223	803-256-6690

AMERICAN PEN AND PANEL	P.O. BOX 36276	ROCK HILL	SC	29732			803.324.0544	803-324-0548
CONNECTING ELEMENTS INC	1313 ROSEWOOD DRIVE; PO BOX 11318	COLUMBIA	SC	29201			803.779.3442	803-779-3409
LORICK OFFICE PRODUCTS (NPD)	910 WASHINGTON STREET	COLUMBIA	SC	29201			803.252.5380	803-799-2342
BROWN & SAENGER	P.O. BOX 84040	SIoux FALLS	SD	57118			605.336.1960	605-336-1961
OFFICE PEEPS	807 S. Broadway	Watertown	SD	57201			605.886.6488	605-886-6807
VALLEY OFFICE PRODUCTS	110 S MAIN ST	MILBANK	SD	57252			605.432.5536	605-432-5575
FACILITY PLANNERS INC	1901 21ST AVE S.; P.O. BOX 128485	NASHVILLE	TN	37212			615.885.3300	615-885-2500
OFFICE MACHINE & SUPPLY	619 SHELBY STREET	BRISTOL	TN	37620			423.968.1373	423-652-2815
SMART FURNITURE, INC.	430 MARKET STREET	CHATTANOOGA	TN	37402			423.267.7270	650-618-8585
AMERICAN CAMPUS COM.	805 LAS CIMAS PKWY; SUITE 400	AUSTIN	TX	78746		MCHANCEY@STUDENTHOUSING.COM	512.732.1067	512-732-2944
CLAIRE MITCHEL DESIGNS	241 HIGHRIDGE DR.	KERRVILLE	TX	78028			830.739.4345	830-896-3911
CORPORATE TECHNOLOGY GROUP	509 S AURTHUR ST.	AMARILLO	TX	79102			806.355.3316	806-355-9063
OFFICE DEPOT TRADE	P.O. BOX 982212	EL PASO	TX	79998			561.438.7574	561-438-4801
ABLES LAND INC.	P.O.BOX 7933	TYLER	TX	75711			903.593.8407	903-593-8546
AUSTIN BUSINESS INTERIORS	9300 UNITED DR., STE 140	AUSTIN	TX	78758		KFUERTSCH@ABFURN.COM	512.832.6400	512-832-6330
BKM TOTAL OFFICE OF TEXAS	9755 CLIFFORD DR., #100	DALLAS	TX	75220			214.902.7200	214-902-7201
CHARTER FURN OF TEXAS INC	PO BOX 796006	DALLAS	TX	75379			972.35.3411	972-385-0621
CORPORATE ENVIRONMENTS	5116 BISSONNET, # 365	BELLAIRE	TX	77401		BMR115@AOL.COM	713.463.6222	832-659-0504
DARESA SOFEY HOME DESIGN	116 WEST LAMAR	SHERMAN	TX	75090			903.328.6669	903-328-6670
EDGE OFFICE PRODUCTS	1909 JUDSON ROAD	LONGVIEW	TX	75605			903.758.0777	903-758-0838
ERGOPRISE/PERIPHERAL LOGIX LLC	15303 FLAMINGO DR.S STE A	AUSTIN	TX	78734		SGILBERT@ERGOPRISE.COM	512.275.6300	512-597-8513
FACILITY INTERIORS INC	6100 W. Plano Parkway, Suite 1400	Plano	TX	75093			214.556.4770	214-556-4639
G.L. SEAMAN & COMPANY	100 N. FOREST PARK BLVD.; SUITE 100	FORT WORTH	TX	76102			817.336.5400	817-852-6668
HUDSON BLUEPRINT INC	1007 5TH STREET	WICHITA FALLS	TX	76301			800.346.9435	940-723-8644
INTEGRITY FURNITURE	P.O. BOX 6523	LONGVIEW	TX	75608			903.663.3450	903-663-2040
INTELLIGENT INTERIORS INC	16837 ADDISON RD.-STE 500	ADDISON	TX	75001		AMY@INTELLIGENTINTERIORS.NET	972.716.9979	972-980-1661
INTERIOR RESOURCES	4051 SUMMERHILL SQUARE	TEXARKANA,	TX	75503			903.792.3920	903-792-4012
J TYLER SVC INC	5920 MILWEE	HOUSTON	TX	77092			713.468.2166	713-468-2480
M&M HEALTHCARE FURN. SOLU	P.O.BOX 148	DIKE	TX	75437		PURCHASEORDERS@MMHFSINC.COM	903.945.4545	
MCCOY WORKSPACE SOLUTIONS	6869 OLD KATHY ROAD	HOUSTON	TX	77024			713.862.4600	713-862-7676
OP VENTURES OF TEXAS DBA WORKPLACE RESOURCES	2941 TRADE CENTER DR,#120	CARROLLTON	TX	75007			972.446.9100	972-446-1209
PLANO OFFICE SUPPLY CO	705 AVENUE K	PLANO	TX	75074			972.424.8561	972-422-9936
ROYER & SCHUTTS INC	200 BAILEY AVE.; STE 220	FORT WORTH	TX	76248			817.332.5424	817-429-7023
SCOTTS FURNITURE & DESIGN	3538 CLARE DRIVE	SAN ANGELO	TX	76904			325.895.0126	325-655-6040
SPEED PRINTING OF CONROE	1105 W. DALLAS ST	CONROE	TX	77301			936.539.2248	936-539-2259
THE HUMAN SOLUTION, LLC	2139 WEST ANDERSON LANE	AUSTIN	TX	78757-1221		CONFIRM@THEHUMANSOLUTION.COM	512.697.9330	
THE SPENCER COMPANY	2121 NORTH AKARD, STE 100	DALLAS	TX	75201			214.720.0345	214-720-7708
WILSON OFFICE INT-DALLAS	5051 PULASKI STREET	DALLAS	TX	75247			972.488.4100	972-488-8815
WORKPLACE RESOURCE	4400 N.E. LOOP 410	SAN ANTONIO	TX	78218			210.226.5141	210-226-4218
WORKPLACE SOLUTIONS INC	2651 NORTH HARWOOD	DALLAS	TX	75201			214.741.9667	214-741-9669
SW OFFICE DESIGN	2056 SOUTH 160 EAST	OREM	UT	84058			801.800.7002	801-225-4669
INSIDE ELEMENTS LLC (dba WORSPACE ELEMENTS)	3003 S HIGHLAND DRIVE	SALT LAKE CITY	UT	84106			801.746.0271	801-665-1871
INTERIOR SOLUTIONS (DBA NATL DESIGN&TRADE NETWORK)	522 SOUTH 400 W	SALT LAKE CITY	UT	84101			801.531.7538	801-531-7545
ALL BUSINESS SYSTEMS & DESIGN	14221-A WILLARD ROAD, SUITE 1100	CHANTILLY	VA	20151-2958			703.631.1200	703-631-3879
BALL OFFICE PRODUCTS	2100 Westmoreland St.	RICHMOND	VA	23230			804.204.1774	804-204-1597
RANDALL BUSINESS INTERIOR	5285 SHAWNEE ROAD ; SUITE 108	ALEXANDRIA	VA	22312			703.642.2506	703-750-3176
TACTICAL OFFICE SOLUTION	2 EATON ST.; SUITE 805	HAMPTON	VA	23669			757.656.6060	757-565-6088
WASHINGTON WORKPLACE	2300 SOUTH 9TH STREET	ARLINGTON	VA	22204			703.979.7835	703-979-7887
ABLE SPACES INC	3223 E CLEVELAND AVE	SPOKANE	WA	99217			509.489.4201	509-489-4201
DUCKY'S OFFICE FURNITURE (FEINSTEIN CORP)	970 DENNY WAY	SEATTLE	WA	98109			206.623.7777	206-623-6060
LEGACY GROUP	820 S.W. 34TH STREET; BLDG W7, SUITE 8	RENTON	WA	98057			206.217.0310	206-217-0231
WORKPOINTE (NPD)	9877 40TH AVENUE SOUTH	SEATTLE	WA	98118			206.774.6850	206-364-0944
BERN OFFICE SYSTEMS	523 W NATIONAL AVE	MILWAUKEE	WI	53204			414.672.8000	414-672-3131
BUBRICKS OFFICE SUPPLY	N115 W 18500 EDISON DRIVE; P.O. BOX 640	GERMANTOWN	WI	53022			262.255.5500	262-255-4695
BUILDING SERVICE INC(BSI)	W222 N630 CHEANEY RD	WAUKESHAE	WI	53186			414.353.3600	414-353-6060
VARIETY OFFICE PROD. OF EAU CLAIRE	145 N. CLAIRMONT AVE.	EAU CLAIRE	WI	54703			715.834.6650	715-834-0768
ASHLAND OFFICE	SUPPLY INC	HUNTINGTON	WV	25701			304.525.4714	304-525-0487
METT INC DBA TUCKER'S OFFICE WORLD	171 N MAIN ST, STE B ; BOX 5057	SHERIDAN	WY	82801			307.372.7474	307-674-8103

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

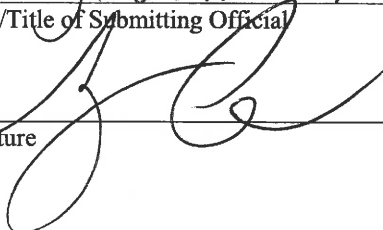
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Nightingale Corp
2301 Dixie Road, Mississauga, Ontario L4Y 1Z9
Name/Address of Organization

Gerry Adam - VP Special Accounts
Name/Title of Submitting Official


Signature

April 20, 2017.
Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Gerry Adam
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: [Signature]

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Nightingale Corp
(Name of Corporation)

I, EDWARD J. BREEN certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Gerry Adam
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

VP Special Accounts
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.


CORPORATE SEAL

EJ Breen
SIGNATURE

April 19, 2017
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Nightingale Corp

Print name of authorized representative Gerry Adam

Signature of authorized representative 

Date Apr. 19/2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Nightingale Corp.

Name of company expressly waiving confidential status of material

Gerry Adam VP Special Accounts.

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

2301 Dixie Rd Mississauga Ontario L4Y 1Z9 905-896-3434

Address City State ZIP Phone

Nightingale

Seating at a Glance





NEW YORK



Lakeshore (Model 1301) : Princess (Marine) | EC2 Series (Model 235D) : Princess (Marine)

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IC2 (Model 7200WH-UFST : Princess (Mist)

Ergonomic Task Seating

With versatile designs and ergonomic support, Nightingale task seating offers exceptional comfort and meets the challenge of today's active office environment.



CXO™ 6200 Series

The most comfortable chair in the world. Ergonomic chair with many adjustable features. It offers a refreshingly cool look and extreme comfort with Enersorb™ memory foam. The CXO™ will enhance any office environment.



IC2™ 7300 Series

A new level in intelligent seating design. Perfectly balanced with smooth adjustments. Sets ergonomic and comfort standards that are second to none. Light weight, elegant, functional.



SXO™ 6100 Series

The simplicity of design and function allows you to concentrate on the tasks at hand. Its refreshingly modern look fits perfectly with any office, meeting, conference or home office setting. The SXO™ features Enersorb™ memory foam for ultimate comfort.



WXO™ 5800 Series

A perfect working chair. It sports a refined sleek profile with distinctive comfort and support. Minimal adjustments, featuring Ablex™ mesh back and seat.



VXO™ 7280 Series

A simple light scale design that delivers remarkable comfort and dynamic support, at an affordable price.



EXO™ 5880 Series

EXO™ is an advanced working chair. It has a refined, clean profile and a broad range of settings. Easy to use lumbar and tension control provides the user with the exact support needed for a comfortable sitting experience. EXO™ features Nebula™ mesh back and seat.



3 Series EC Collection

Clean lines and an uncluttered aesthetic. This combination makes the award winning EC Collection's 3 Series adaptable to almost any requirement. The 3 Series blends elegance with function, featuring its dynamic ergonomic back suspension system that's integrated into the molded back.



Bradley™ 6800 Series

Designed to meet the rigorous demands of the institutional and educational environments. The Bradley™ comes in a variety of options



LXO™ 6000 Series

Offers multiple functions. Ideal for working, meeting or training applications. LXO™ uses Enersorb™ memory foam for enhanced seating comfort.



Veronna™ 7000 Series

High performance ergonomic executive task chair. It has a classic yet contemporary form and is ideal for any office environment. Veronna™ comes with Enersorb™ memory foam for enhanced comfort.



Ultima II™ 3600 Series

Ideal for all office settings, and its compact frame makes it especially useful for smaller work areas. The Ultima II™ has a variety of options available.



Ergo-Learn™ 3280 Series

Available in three sizes (XL,L,M) this attractive ergonomic multi-task chair that offers a variety of features that address the many task seating requirements of the active work environment. Ergo-Learn™ also includes Enersorb™ memory foam for enhanced comfort.

Executive Seating

Present a professional and sophisticated image with Nightingale's executive and management seating.



5 Series EC Collection

We love that the EC5 doesn't compromise design while providing the utmost premium support and comfort. With its slight S-figure, polished arms and chrome base, it's nearly impossible not to take notice. The EC5 Series is a remarkable, classic chair that turns such a mundane action like sitting into a dream.



3 Series EC Collection

Clean lines and an uncluttered aesthetic. This combination makes the award winning EC Collection's 3 Series adaptable to almost any requirement. The 3 Series blends elegance with function, featuring its dynamic ergonomic back suspension system that's integrated into the molded back.



IC2™ 7300 Series

Perfectly balanced with smooth adjustments. Sets ergonomic and comfort standards that are second to none. When upholstered comes with Enersorb™ memory foam for enhanced comfort.



CXO™ L6200 Series

Soft padded leather upholstery treatment provides generous lumbar support and Enersorb™ memory foam provides a comfortable sitting experience.



Reward™ 4800 Series

Ergonomic comfort, support and a plush appearance distinguish this affordable priced executive series.



Presider™ 7700 Series

Offers a generous profile. Plush upholstery with Enersorb™ memory foam and ergonomic support portray an executive image at a surprisingly affordable price.



ECS Series (Model 535D): Princess (Chestnut)

Guest Seating

Nightingale offers a complete collection of guest chairs. They are comfortable and are as nice to look at as they are to sit in.



Tonik™ 1100 Series

Represents a collection of timeless seating design that celebrates our history of innovation, design, creativity and quality. Attractive retro design and comfortable lines.



GXO™ 6301 Series

This guest chair offers beauty, performance and unprecedented comfort in its class. Designed to complement the styling and features of the XO™ Collection. The GXO™ uses Enersorb™ memory foam seat for extreme comfort.



LXO™ 6000 Series

Perfect for working, meeting or training. New standard for ergonomic affordable seating. Light weight and well proportioned.



OXO™ 6500 Series

This side chair offers beauty, performance and unprecedented comfort in its class. OXO features Ablex™ mesh, seat and back for added comfort.



Johnny 1509 Series

With its thoughtfully modeled contours and careful simplicity of form, the Johnny elegantly elevates the environment around it while providing a simple sense of contentment.



Soda™ 1700 Series

The classic Soda, designed decades ago, is a strong reflection of Nightingale's past and of our commitment to designing products that will stand the test of time.

Stackable Seating

Nightingale makes stack-ables that are strong, light and easy to store with styles that can fit almost any requirement. Not only are they easy to store and great looking, but most importantly sit great.



Butterfly™ 808 Series

Make this chair your own. Upholster with fabric, vinyl or leather. Or choose non-upholstered. Light and easy to move.



Beetle™ 300 Series

A complete series of high density stackable chairs with structural appeal and affordable price. This refined stacking chair series is available in a range of different colors and options.



Cricket™ 500 Series

Easily ganged or stacked, and are designed to give any common space a custom made look. Stacks 10 high on a dolly and 6 high freestanding. Excellent comfort and support via compound curved back.



NXO™ 6401 Series

An all purpose nesting chair that nests and stacks for convenient storage. The versatility of this extremely comfortable chair is ideal for meeting, training rooms, touch down areas or long days of learning with its flexing back movement. NXO uses Enersorb™ memory foam seat for extreme comfort.



Firefly™ 700 Series

Stackable and functional. Flexible, movable, strong and versatile. This collection is comfortable and good looking and won't cost you a fortune.

Conference Seating

Nightingale's conference seating enables prolonged periods of sitting as well as freedom of movement during extended conference situations.



1 Series EC Collection

We wanted to create a chair that would suit a multitude of meeting spaces and undoubtedly illuminate the decor. The EC1 Series is an accomplished all around conference chair that caters to long meetings. Enhanced with Enersorb™ memory foam.



2 Series EC Collection

Inspired by the classics, the EC2 Series embodies simplicity and modernity. Our heavily influenced health-positive designs are incorporated with decades of knowledge founded through trial and error. We wanted to create a chair that better adopts to your varied postures throughout the workday and elevate performance with style. Enhanced with Enersorb™ memory foam.



3 Series EC Collection

Clean lines and an uncluttered aesthetic. This combination makes the award winning EC Collection's 3 Series adaptable to almost any requirement. The 3 Series blends elegance with function, featuring it's dynamic ergonomic back suspension system that's integrated into the molded back. Enhanced with Enersorb™ memory foam.



VXO™ 7280 Series

A simple light scale design that delivers remarkable comfort and dynamic support.



Amalfi 1900 Series

Clean. Modern. Sophisticated. Amalfi combines discerning design with a modern aesthetic to provide both executive and conference seating that enhances any work environment.



MXO™ 5900 Series

Offers a memory gas lift feature which always returns the chair to a uniform height and position. Designed for meeting rooms, break out rooms and conference room seating applications. MXO™ is enhanced with Enersorb™ memory foam seat for ultimate comfort.



Lounge Seating

From casual break rooms to more formal settings, Nightingale offers a great selection of lounge seating that is comfortable, stylish and durable.



Helen 925 Series

Contemporary. Social. Inspiring. Ideal for collaboration and impromptu meetings. Helen fuels startup culture by creating comfortable lounge spaces that foster spontaneous, natural interactions.



Dougie 830 Series

Light-looking contemporary and captivating lounge area chair. Sporting European flowing curves and built with North American comfort in mind, the Dougie is the perfect piece for collaborative, creative workspaces and common areas.



Rane™ 901 Series

Sets the stage for creative thinking and a more relaxed public spaces. Rane's adjustable rotating back allows for personalized configurations.



Danforth II™ 1220 Series

Elegantly contemporary and easy to configure. Easy to move and re-assemble because of its modular design and construction. Choose from club chair, two and three seat sofas.



Lakeshore™ 1300 Series

Generously proportioned soft seating series with bold lines and an emphasis on seating comfort. Lakeshore's bold clean design is versatile and it fits well in prestigious environments. Available as a single, double or triple seater.



Will 950 Series

The Will distills the idea of lounge seating into its essential form. With smart, balanced proportions and featuring a clean, tailored finish, the Will serves as an elegant building block suited for small and large spaces.



Emily 610 Series

The Emily is vibrant, but soft with its rotund silhouette; durable foam to provide excellent comfort and support. Put Emily in any environment to illuminate and create feeling of spaciousness in a cozy home, office, or studio.



Tonik™ 1100 Series

Timeless seating that celebrates Nightingale's history of innovation, creativity and quality. A classic piece, designed decades ago, that has stood the test of time.



Soda™ 1700 Series

The classic Soda, designed decades ago, is a strong reflection of Nightingale's past—and of our commitment to designing products that will stand the test of time.



Johnny 1509 Series

With its thoughtfully modeled contours and careful simplicity of form, the Johnny elegantly elevates the environment around it while providing a simple sense of contentment.



Joey 1310 Series

Joey helps make your best work days happen because it provides you the flexibility to work in ways that best support your needs and gives your creativity room to stretch.

Transform collaborative, lounge and higher educational environments with the versatile, tailored style of the Joey Lounge System. The Joey system allows for endless configurations, ranging from group lounge spaces to energizing team pods.



Stephanie 1400 Series

Stephanie is ideal for organizations that want to give people more options for meeting across the entire office environment.

Each element of this modular system can be used alone or combined in settings where people can focus on individual work, collaborate with a group, or socialize with colleagues.

Drafting Seating

When a little extra height is necessary, our drafting chairs will give you that extra boost.



Bradley™ 6800 Series
Designed to meet the rigorous demands of institutional and educational environments.



WXO™ 5800 Series
Offers a refined sleek profile with distinctive comfort and support. This drafting stool will look amazing in any working space.



ShermanHD™ HD9000 Series
Designed and warranted for 24x7 use applications and up to 350lbs. Enhanced with Enersorb™ memory foam seat.



LXO™ 6000 Series
Provides ergonomic comfort and full support throughout the day. Back depth adjustment allows for greater seating depth for those requiring more leg support. Enhanced with Enersorb™ memory foam seat.



Poly Medical 1010 Series
This economical comfortable stool is an ideal chair for use in medical, dental, laboratory or small space environments where cleanliness is of primary concern.



Ultima II™ 3600 Series
Regardless of work activity this drafting stool provides the user with good ergonomic support and comfort.

Specialty & HD Seating

Nightingale's specialty and heavy duty collection offers a number of 24 Hour options. Designed for all shapes and sizes for those long days at the office.



Emily 610 Series

The Emily is a sleek amalgamation of a table and seating product — uniquely designed to be easily converted. The Emily is vibrant, but soft with its rotund silhouette; durable foam to provide excellent comfort and support. Put Emily in any environment to illuminate and create feeling of spaciousness in a cozy home, office, or studio.



Surgeon Console™ 1864 Drafting Stool

The patented unique self-adjusting back and armrest support offers a level of ergonomic support and comfort that the user of this chair will appreciate. Enhanced seat comfort using Enersorb™ memory foam seat.



Surgeon Console™ 1864 Series

Engineered and designed to provide individual comfort and support for prolonged periods of time through it's unique features. The patented unique self-adjusting back and armrest support offers a level of ergonomic support and comfort that the user of this specialized chair will appreciate. Enhanced seat comfort using Enersorb™ memory foam seat.



Stool 1000 Series

This economical comfortable stool is an ideal chair for use in medical, dental, laboratory or small space environments where mobility is essential.



Cricket Bariatric™ 512 Series

Cricket chairs are suited for many health care applications, including reception and guest seating requirements. Models available for 300lbs, 400lbs, 500lbs user weight requirements.



Butterfly™ 809 Bar Stool

Upholstered with fabric, vinyl or leather, or choose non-upholstered. Light weight and easy to move.



24/7hd™ 247hd Series

This heavy duty chair accommodates individuals up to 450 lbs 24 hours a day. It is ideal for EMS workers, police officers, monitoring stations or any multi-shift environments.



CXOhd™ 6200hd Series

The most comfortable chair in the world. CXOhd™ is engineered for those requiring greater strength and durability for weight demands up to 450 lbs. CXOhd™ also features Enersorb™ memory foam, seat, lumbar and headrest for ultimate comfort.



ShermanHD™ HD9000 Series

Designed and warranted for 24 hour use applications and rated for users up to 450lbs.



CXOti™ 6200ti Series

The most comfortable chair in the world. CXO™ is engineered for those requiring greater strength and durability for weight demands up to 350lbs. Rated for 24 hour use environments. CXOti™ uses Enersorb™ memory foam, seat, lumbar and headrest for ultimate comfort.



Overtime™ 6800ti Series

Accommodates individuals for up to 300 lbs and 24 hours a day. It fits any budget and looks good doing it. Overtime is just right for any busy environment. High back version rated to 350 lbs.



NXO™ 6401 Series

This chair nests, stacks and stores easily. It provides comfort, versatility and style to any workplace. NXO™ uses Enersorb™ memory foam seat for enhanced comfort.



CXoti (Model 6200D-TI): Mystic (Dark Gray)

Nightingale

For more information about our products, textiles or dealers, visit us at www.nightingalechairs.com or call 1.800.363.8954



ISO 14001 & ISO 9001 Certified
TB117-2013 compliant