

VENDOR CONTRACT

Between Fairway Holdings, Inc. dba Berco Furniture Sol and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

FURNITURE

CONTRACT NUMBER 1102215

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. 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.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

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.)

Contracts

All contracts 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.

Contracts 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 contracts

No assignment of contract 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 contract.
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 contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days 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 contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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. 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 to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract 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 contract. Failure to pay the participation fee will result in termination of contract. 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 Contracts.** 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 contract, 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 Contracts.** 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 contract, 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, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract 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 contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% 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 contract 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 contract 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 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase 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 Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. 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.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract 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 contract. TIPS reserves the right to stop

work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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 contract 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 Contract". 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 contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract 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 contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

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 contract 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 Contract. 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 will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or 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.

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 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 contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

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 contract 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.

Special Terms and Conditions

It is the intent of TIPS to contract 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.

- **Contracts:** All vendor purchase orders 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 Contract:** 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract 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.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

Shipments will be made within 2 to 6 weeks after receipt of a clean order

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Fairway Holdings Inc. dba Berco Furniture Solutions

Mailing Address: 1120 Montrose Ave

City: St. Louis

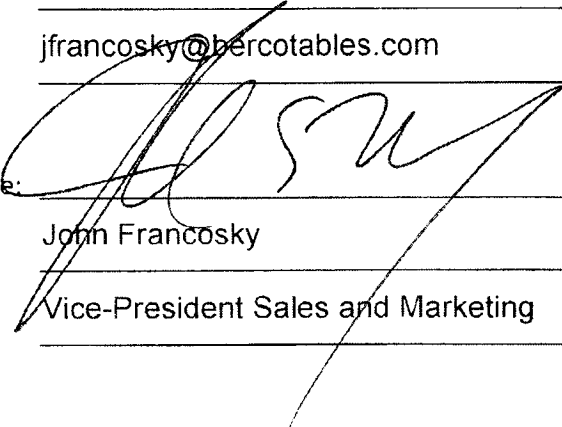
State: MO

Zip: 63104

Telephone Number: (314) 772-4700

Fax Number: (888) 772-4789

Email Address: jfrancosky@bercotables.com

Authorized Signature:  9-2-15

Printed Name: John Francosky

Position: Vice-President Sales and Marketing

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt 10-22-15
TIPS Authorized Signature Date

David Wayne Fitts 10-22-15
Approved by Region VIII ESC Date

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1102215	Floor/Room		Floor/Room
Title	Furniture	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	08/03/2015	Email	bids@tips-usa.com	Email
Close Date	9/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Berco Furniture Solutions
 Address 1120 Montrose Ave
 St Louis, MO 63104
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (888) 7724788
 Fax 1 (888) 7724789
 Email
 Submitted 9/4/2015 2:40:44 PM CT
 Total \$0.00

Signature Debbie Ebner

Email debner@bercotables.com

Supplier Notes

Price list exceeds limited 100 megabit. Sending digital and hard copy with Bid packet.

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
08/13/15	Pre-Bid Webinar	<p>** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p>1. Please join my meeting. https://global.gotomeeting.com/join/604337077</p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>
08/13/15	Pre-Bid Webinar	<p>** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p>Monday, August 17, 2015, 10:00 AM (CST)</p> <p>1. Please join my meeting. https://global.gotomeeting.com/join/604337077</p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>

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?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	

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.)	<p>The key differentiator of our company from our competitors would be the fact that we actually produce our product in the U.S. versus importing it. Because we build our own tables we do quite a bit of customization to meet very specific client needs. We are experts at solving your clients table needs because this is all we do every day.</p> <ul style="list-style-type: none"> • Berco tables are engineered and manufactured in the US, and have been for over 40 years. Our manufacturing facility is centrally located in St. Louis, MO • Unlike many furniture companies, Berco has the ability and willingness to provide customized solutions for virtually any customer need. Special shapes, sizes, heights, electrical or other features are just part of what we do every day. • Berco combines the experience and expertise of a large company with the responsiveness and flexibility of a small manufacturer. • Berco has custom millwork capabilities that could serve as a major asset on a large project. Berco's experienced designers and production team can create anything from lecture hall millwork to conference rooms, cafe cash wraps, and university book store fixtures.
6	Primary Contact Name	Primary Contact Name	John Francosky
7	Primary Contact Title	Primary Contact Title	Vice-President Sales and Marketing
8	Primary Contact Email	Primary Contact Email	jfrancosky@bercotables.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3147724700
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8887724789
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Debbie Ebner
13	Secondary Contact Title	Secondary Contact Title	Credit Manager and Contract Specialist
14	Secondary Contact Email	Secondary Contact Email	debner@bercotables.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3147204126
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8887724789
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Debbie Ebner
19	Admin Fee Contact Email	Admin Fee Contact Email	debner@bercotables.com

20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3147204126
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Debbie Ebner
22	Purchase Order Contact Email	Purchase Order Contact Email	debner@bercotables.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3147204126
24	Company Website	Company Website (Format - www.company.com)	www.bercoinc.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-2516208
26	Primary Address	Primary Address	1120 Montrose AVE
27	Primary Address City	Primary Address City	St. Louis
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MO
29	Primary Address Zip	Primary Address Zip	63104
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.)	Table, Office Furniture, Classroom, Cafeteria, Conference, Bases,Dining, Folding, flip top nesting, meeting, lecture hall, computer tables, mobile tables
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) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	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?	St. Louis
34	Company Residence (State)	Vendor's principal place of business is in the state of?	MO
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? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	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?	2
44	Years Experience	Company years experience in this category?	40
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")	We will hold the current 2015 price list and discount for all of 2016, discounts will remain the same for length of contract, however whenever a new price list goes into effect we will ask that you follow that price list

Line Items

Response Total: \$0.00

Resellers - Dealers

FAIRWAY HOLDINGS INC. DBA BERCO FURNITURE SOLUTIONS - RESELLER LIST

Reseller/Dealer Name	Address	City	State
Alfred Williams	410 S. Salisbury St	Raleigh	NC
American Office	309 N. Calvert Street	Baltimore	MD
Beaux Arts Group	8507A Benjamin Road	Tampa	FL
Blackburn Office Equipme	203 West Chestnut Street	Bellingham	WA
Brown and Saenger	P.O. Box 84040	Sioux Falls	SD
Business Interiors (Birmin	2309 5th Ave South	Birmingham	AL
Business Interiors by Stap	P.O. Box 102422	Columbia	SC
CI Select	11840 Westline Industrial	St. Louis	MO
Citron	197 S. 104th Street	Louisville	CO
Contract Furniture Allianc	1114 Stones River Court	Lavergne	TN
Corporate Envrionments	1636 Northeast Expressw	Atlanta	GA
Corporate Facilities	2129 Chestnut Street	Philadelphia	PA
Crawford & Company	13370 Kirkham Way	Poway	CA
Creative Office Pavilion	141 Middle Street	Portland	ME
Dekalb Office Environmer	1320 Ridgeland Parkway	Alpharetta	GA
Demo Group	2015 Silver Bell Road	Eagan	MN
Empire Office	105 Madison Ave	New York	NY
Enterpricse Furniture Cor	608 Folcroft Street	Baltimore	MD
Evensonbest LLC	641 Avenue of the Ameri	New York	NY
Florida Business Interiors	767 Stirling Center Place	Lake Mary	FL
General Office Products	4521 Highway 7	Minneapolis	MN
Hannaher's Inc.	4324 20th Ave SW	Fargo	ND
Happy's of Madisonville	62 S. Main Street	Madisonville	KY
Hendricksen & Co.	1101 West Thorndale Ave	Itasca	IL
Hudson Office Solutions	P.O. Box 482	Washington	IN
Impact Office Interiors	222 Meriwether Street	Griffin	GA
Insalco Corporation	7 Capital Drive	Wallingford	CT
Institutional Interiors	2851 Van Huron Dr	Raleigh	NC
Interior Investments	9 Sunnen Drive	St. Louis	MO
JMJ workplace Interiors	7910 West Broad Street	Richmond	VA
King Business Interiors	6155 Huntley Road	Columbus	OH
Lorick Office Products	910 Washington Street	Columbia	SC
M.L. Bath	610 Market Street	Shreveport	LA
MBI- Memphis Business I	4539 West Distriplex Driv	Memphis	TN
McCoy-Rockford Inc	6869 Old Katy Road	Houston	TX
Merkel Donohue	One Woodbury Blvd	Rochester	NY
Miles Treaster & Associat	3480 Industrial Blvd	West Sacramento	CA
NBS commercial Interiors	2595 Bellingham	Troy	MI
Neslon Interiors	1914 Granstand Drive	San Antonio	TX
Office & Ergonomic Soluti	8480 Utica Ave	Rancho Cucamonga	CA
Office Furniture Center	472 Franklin Street	Buffalo	NY
Price Modern	2604 Sisson Street	Baltimore	MD
Red Thread	22 Boston Wharf Road	Boston	MA

RJE Business Interiors	621 East Ohio Street	Indianapolis	IN
Sierra School Supply	P.O. Box 80667	Bakkersfield	CA
Storr Office Environment	10800 World Trade Blvd	Raleigh	NC
United Office Products	601 West Dennis	Olathe	KS
WB Mason	59 Centre Street	Brockton	MA
Weatherall's	P.O. Drawer 87	Tupelo	MS
Wittigs Office Interiors	2013 Broadway	San Antonio	TX

Zip	Contact Name	Contact Email	Contact Phone
27601	Deborah Edwards	dedwards@alfredwilliam	(919) 832-9570
21202	Sylvia Butts	sbutts@americanoffice.c	(410) 539-7529
33634	Anne Adams Everett	aadams@bagcontract.co	813-880-8686
98225	Grunhurdm	grunhurdm@blkbrn.com	(360) 733-7660
57118	Dave Deboer	ddeboer@brown-saenge	(605) 336-1960
35253	Alan Pizzitola	apizzitola@businteriors.c	(205) 939-1008
29224	Sandy McCausland	Sandy.mccausland@stapl	803-333-8838
63146	Stacey Wellen	swellen@ciselect.com	314-909-1990
80027	Paul Glick	paulglick@citronworkspa	(303) 665-7676
37086	Jane Counts	jcounts@cfainc.com	(866) 743-9804
30329	Pam Adamson	padamson@ceofga.com	(404) 679-8999
19103	Richard Giles	rgiles@cfinj-knoll.com	(215) 279-9999
92064	Evelynn Drummond	drummond@crawford-co	(858) 513-6584
04101	George Murray	gmurray@cop-inc.com	(207) 775-7100
30004	Rachael McCoy	rmccoy@dekalboffice.cor	(770) 360-0284
55122	Stephanie Serre	sserre@thedemogroup.c	(651) 366-6900
10016	Nicole Sison	nsison@empireoffice.con	(646) 437-4165
21224	Kelley Zink	Kzink@enterprisefc.net	(410) 342-0630
10011	Christina Karantonis	ckarantonis@evensonbes	215-549-8048
32746	Bob Eckes	beckes@ffbi.com	407-805-9911
55416	Purchasing	purchasing@gopco.com	(952) 925-7500
58103	Kevin Karl Moser	jkmoser@hannahers.com	(701) 277-7222
42431	Ronnie Vaughn	ronnie@happys.com	270-821-6300
60143	C. Knoeppek	Cknoeppek@henrickson.	(630) 250-9090
47501	Jack Robert Myers	jmyers@hosol.com	(812) 254-0495
30224	Allen Goolsby	agoolsby@impactoffice.c	770-228-0706
06492	Evan Golden	evan-insalco@snet.net	(203) 272-4249
27615	John Milliken	drumilliken@gmail.com	919-981-5811
63143	Peggy Fry	pfry@interiorinvestment	(314) 644-5060
23294	Andrew Jason Lang	andrew@jmjcorporation	(804) 270-7400
43229	Purchasing	purchasing@kbiinc.com	(614) 430-0020
29201	James Durant Southern JF	jdsouthern@lorick.com	(803) 252-5380
71120	Purchasing	purchasing@mlbath.com	(318) 221-7141
38118	Jacey Sunshine Buffington	sbuffington@gombi.com	(901) 360-8899
77204	Holly Graig	hgrraig@mccoyinc.com	(512) 442-0703
14604	Rosemary Haller	rhaller@merkel.com	585-325-7696
95691	Kathleen Sarti	ksarti@mtaoffice.com	(916) 373-1800
48083	Kimberly Ann Coleman	Coleman@your nbs.com	(248) 823-5400
78238	Robbie Nelson	robbie@nelsoninteriors.c	210-684-2624
91730	Kristy Evans	kristy@oesofficefurniture	(909) 646-9870
14202	Elizabeth Murrett	bmurrett@prentice-buffa	716-884-8452
21211	Purchasing	purchasing@pricemodern	(410) 366-5500
02210	Rachael Walton	Rwalton@red-thread.con	(617) 443-6681

46202 Shelley Langona	Slangona@rjefurn.com (317) 293-4051
93380 Gregory McDermott	gregmcdermott@ssecinc. (661) 399-2993
27617 Corrisa Bevers	bbevers@storr.com (919) 313-3700
66061 Purchasing	uophome@comcast.net (913) 782-4441
02303 Scott Heiler	scott.heiler@wbmason.c (800) 242-5892
38804 Debbie McGeehee	dmcgeehee@weatheralls (662) 842-5282
78215 Kay Wilchek	cay.wilcheck@wittigs.con (210) 270-0100

Contact Fax	Company Website
(919) 832-7626	www.alfredwilliams.com
(410) 837-4952	www.americanoffice.com
813-889-8757	www.beauxartsgroup.cp
(360) 676-0935	www.blkbrn.com
(605) 332-0963	www.brown-saenger.com
(205) 939-3349	www.businessinteriors.com
803-333-8839	www.staples.com
(314) 909-1911	www.ciselect.com
(303) 665-7697	www.citron.com
(888) 884-9804	www.cfainc.com
(404) 679-8950	www.ceofga.com
(215) 279-9445	www.cfinj-inc.com
(858) 513-6530	www.crawford-co.com
(207) 775-1003	www.cop-inc.com
(770) 360-0305	www.dekalboffice.com
(651) 366-6901	www.demogroup.com
(212) 607-5650	www.empireoffice.com
(410) 342-0631	www.enterprisefc.net
215-549-8212	www.evensonbest.com
407-805-9977	www.4fbi.com
(952) 925-7531	www.gopco.com
(701) 277-7097	www.hannahers.com
270-821-7801	www.happys.com
(630) 250-9112	www.henrickson.com
(812) 254-0590	www.hosol.com
770-233-9429	www.impactofficeinteriors.com
(203) 272-2048	www.insalco.com
919-981-8979	www.institutionalinteriors.com
(314) 644-5007	www.interiorinvestment.com
(804) 270-7333	www.jmjcorporation.com
(614) 430-0022	www.kbiinc.com
(803) 799-2342	www.lorick.com
(318) 425-7117	www.ml bath.com
(901) 360-8370	www.ml bath.com
(512) 442-6555	www.mccoyinc.com
585-325-3065	www.merkeldonohue.com
(916) 373-1899	www.mtaoffice.com
(248) 823-5401	www.yournbs.com
210-684-3214	www.nelsoninteriors.com
(909) 646-9876	www.oesofficefurniture.com
716-884-0894	www.prentice.us
(410) 235-8382	www.pricemodern.com
(617) 261-1399	www.red-thread.com

(317) 297-8513
(661) 399-0218
(919) 313-3701
(913) 780-4514
(866) 399-1018
(662) 844-2491
(210) 270-0118

www.rjefurn.com
www.ssecinc.com
www.storr.com
www.uophome.com
www.wbmason.com
www.weatherallsinc.com
www.wittigs.com

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

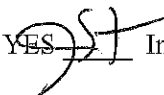
2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.


Federal Rule (1) 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 (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES  Initial of Authorized Company Official

Federal Rule (2) 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 (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

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

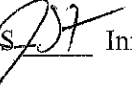
2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES  Initial of Authorized Company Official

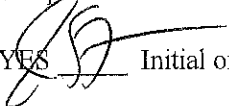
Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

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

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES JA Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES JA Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (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.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS 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.

Does vendor agree they are not debarred as specified above ? YES JA Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES JH Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JH Initial of Authorized Company Official

Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES JH Initial of Authorized Company Official

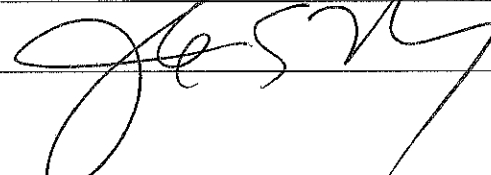
Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES JH Initial of Authorized Company Official

Company Name Fairway Holdings dba Berco Furniture Solutions

Print name of authorized representative John Francosky

Signature of authorized representative 

Date 9/2/2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Fairway Holdings Inc. dba Berco Furniture Solutions

Vendor Address: 1120 Montrose Ave St. Louis, MO 63104

Vendor E-mail Address: michael.hojnacki@onesourceretail.com

Vendor Telephone: 314-772-4700

Authorized Company Official's Name: Michael Hojnacki

Signature of Company Official: 

Date: 09/02/2015

References for Fairway Holdings, Inc. dba Berco Furniture Solutions

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Michigan State University	East Lansing	MI	Laurie Barrnhart	517-884-6165
St Mary's University	San Antonio	TX	Bebe Gonzalez	210-431-4360
Pennsylvania State University	University Park	PA	Becky Fike	814-863-1188
Florida Gulf Coast University	Ft Meyers	FL	Judy Lefferts	239-590-1703
Gordon State College	Barnsville	GA	Cindy Mccare	678-359-5054
Gow School	South Whales	NY	Paul Rose	716-652-3450
Stephen Gaynor School	New York	NY	Scott Gaynor	212-787-7070
West Chester University	West Chester	PA	Julie Martin	610-436-1012
Hopkins County Board of ED	Madisonville	KY	Erica Bethel	270-825-6600
US Army Corps of Engineers	Millington	TN	Cynthia Hall	256-895-9385
GA College & State University	Milledgeville	GA	Kimberly Couey	478-445-4458
Madisonville Community Colleg	Versailles	KY	Tonya Peters	859-256-3336



Warranty Policy

CONDITIONAL LIFETIME WARRANTY

Berco warrants its manufactured products are free of defects in design, material and workmanship for as long as the original purchaser owns them. If written notice of the defect is given to Berco within the applicable warranty period, Berco will repair or replace with comparable product, at Berco's choice, without charge to the original purchaser, which fails under normal use as a result of such defect.

Exceptions

The following are exceptions from the lifetime warranty:

- One Year Warranty: Laminate self-edges, Veneer Tops, Soft Molded Edge Tops, Rainbow and Quarry Resin Tops.
- Five Year Warranty: Millwork and other custom fabrication.
- Items not manufactured by Berco are covered by the Manufacturer Warranty, including: Chairs, Adjustable Height Pedestals, electrification, network accessories, laminate and solid surface material.
- Exclusions From Warranty:
 - Normal wear and tear
 - Customer's own material (COM)
 - Any product that has been abused, altered or subjected to any use other than that which was originally intended
 - Any product cleaned with a solvent-based cleaner
 - Products that were not installed, used, or maintained in accordance with product instructions and warnings
 - Matching of color, grain and texture of wood due to natural variations, which cannot be controlled

At Berco's sole discretion, we will repair or replace any item determined by Berco to be defective as a result of manufacturing defects. In no event shall liability under this warranty exceed the current depreciated price of the defective product.

Labor

Labor reimbursement for repairs, replacements or storage due to warranty issues is not covered by Berco's warranty plan. Invoices for labor charges on warranty items will not be honored unless approved in advance by VP of Sales. If approved, labor is limited to the following maximum amounts: Table: \$15; Top or Base only \$10; no labor for caster or glide replacement. Any approved labor will be issued as a credit on account.

Non-Obsolescence Statement

Berco is committed to providing customers with products of comparable aesthetics and function for the life of the warranty period. Despite an effort to maintain full availability of our products, components or materials may become discontinued by our suppliers or by our continuing commitment to produce outstanding quality products. This includes, but is not limited to, finishes, accessories, laminates, and other functional components. Products qualifying for replacement under warranty will be replaced with products of most similar function or aesthetics in the event the identical product is no longer available, at the sole discretion of Berco. In no instance will Berco replace items not qualifying for warranty replacement due to not matching a warranty replacement item.

Legal Disclaimer

This warranty is the Customer's sole remedy for product defect. This warranty does not cover damage by a carrier in transit. Berco makes no warranties, including the implied warranties of merchantability or fitness for a particular purpose, other than the expressed warranties contained herein. There are no other warranties express or implied. Berco shall not be liable for consequential or incidental damages arising from any product defect.



REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 8
Style: Sense / Voyager 36x96 Rectangle Table

SUBMITTED DATE: July 11, 2014

COMPLETED DATE: August 29, 2014

CUSTOMER INFORMATION:

Attn.: Elliott Baum
Company: Berco Inc. Bill to: Fairway Holdings
Location: 1120 Montrose Ave. St. Louis, MO 63104

E-mail: ebaum@bercoinc.com
Phone #: 314.772.4700 ext. 228

Rectangle Table

Start Condition: Good
End Condition: Worn

Sample Type: Sense / Voyager
Sample From: St. Louis, MO

TEST METHOD:

Section 4.3 Stability Under Vertical Load Static

12in ØD disk centered 7 in. from edge.
Exert force of 125 lbs. in Most & least stable positions.
Hold force for a duration of 1 min. in each position.
Pass= Unit shall not tip over, No sudden & major change in structural integrity. No loss of serviceability.

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample maintained its stability
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result: PASS



4.3: Rectangle Table in Least Stable Position



4.3: Rectangle Table in Most Stable Position



REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 8
Style: Sense / Voyager 36x96 Rectangle Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 5.3_Distributed Functional Load Test_Static

Evenly distribute load, centered over a line 8 in. from edge along the entire perimeter.

Functional Load formula = 1.5 lbs. / in of perimeter

1 Brick = 3.5 lbs.

Total Bricks = 114

Total Load = 399 lbs.

Test Duration = 60 min.

Pass = No sudden & major change in structural integrity.
No loss of serviceability.



5.3: Rectangle Table Front View

TEST RESULTS:

Sample sustained no damage from testing

Sample maintained its structural integrity

Sample exhibited no loss of serviceability

Sample passed all test requirements

Overall Result: PASS



5.3: Rectangle Table Back View

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 8
Style: Sense / Voyager 36x96 Rectangle Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 5.5_Distributed Proof Load Test_Static

Evenly distribute load, centered over a line 8 in. from edge along the entire perimeter.

Proof Load formula = 2.3 lbs. / in of perimeter

1 Brick = 3.5 lbs.

Total Bricks = 150

Added Weight bags = 82 lbs.

Total Load = 607 lbs.

Test Duration = 15 min.

Pass = No sudden & major change in structural integrity.
No loss of serviceability.



5.5: Rectangle Table Side View

TEST RESULTS:

- Sample sustained no damage from testing
- Sample maintained its structural integrity
- Sample exhibited no loss of serviceability
- Sample passed all test requirements

Overall Result: PASS



5.5: Rectangle Table Front View

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 8
Style: Sense / Voyager 36x96 Rectangle Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 6_Top Load Ease Cycle Test_Vertical

16in ØD disk centered @ least stable position.

Applied Force = 200 lbs.

Total Cycles = 10,000

Ave. Cycle Rate = 14.6 cycles per min.

Pass = No sudden & major change in structural integrity.

No loss of serviceability.



6: Rectangle Table Test Set Up

TEST RESULTS:

Sample sustained no damage from testing

Sample maintained its structural integrity

Sample exhibited no loss of serviceability

Sample passed all test requirements

Overall Result: PASS

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 8
 Style: Sense / Voyager 36x96 Rectangle Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 8 _ Leg Strength Test_Horizontal Static

Functional Load = 100 lbs. / 1 min.

Proof Load = 150 lbs. / 1 min.

Exert Loads on the front & side of table legs

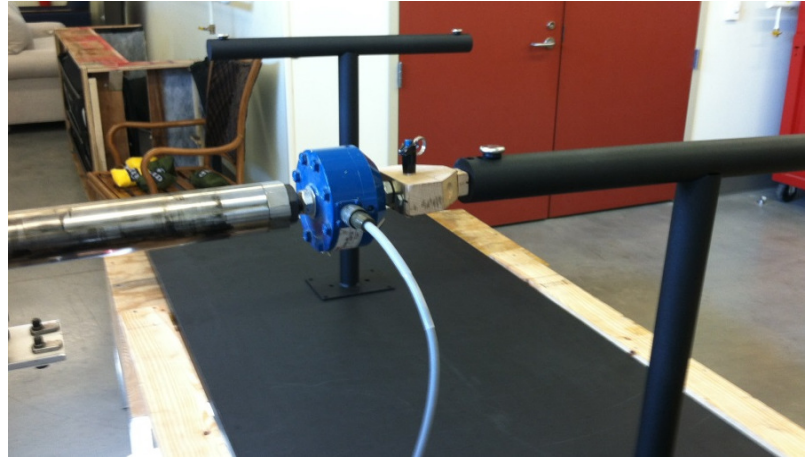
Pass = No sudden & major change in structural integrity.

No loss of serviceability.

TEST RESULTS:

	Front Rt.	Front Lt.	Side 1	Side 2
Function:	PASS	PASS	PASS	PASS
Proof:	PASS	PASS	PASS	PASS

Overall Result: PASS



8: Rectangle Table Side 1 Function & Proof Load



8: Rectangle Table Front Left Function & Proof Load



REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7
Style: Sense / Voyager 48x48 Square Table

SUBMITTED DATE: July 11, 2014

COMPLETED DATE: August 29, 2014

CUSTOMER INFORMATION:

Attn.: Elliott Baum
Company: Berco Inc. Bill to: Fairway Holdings
Location: 1120 Montrose Ave. St. Louis, MO 63104

E-mail: ebaum@bercoinc.com
Phone #: 314.772.4700 ext. 228

Sample Type: Sense / Voyager
Sample From: St. Louis, MO

Square Table
Start Condition: Good
End Condition: Worn

TEST METHOD:

• Section 4.3_ Stability Under Vertical Load_Static

12in ØD disk centered 7 in. from edge.
Exert force of 125 lbs. in Most & least stable positions.
Hold force for a duration of 1 min. in each position.
Pass = Unit shall not tip over, No sudden & major change in structural integrity. No loss of serviceability.

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample maintained its stability
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result: PASS



4.3: Square in Least Stable Position



4.3: Square Table in Most Stable Position



REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7
Style: Sense / Voyager 48x48 Square Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 5.3_Distributed Functional Load Test_Static

Evenly distribute load, centered over a line 8 in. from edge along the entire perimeter.

Functional Load formula = 1.5 lbs. / in of perimeter

1 Brick = 3.5 lbs.

Total Bricks = 83

Total Load = 290.5 lbs.

Test Duration = 60 min.

Pass = No sudden & major change in structural integrity.
No loss of serviceability.



5.3: Square Table Side View

TEST RESULTS:

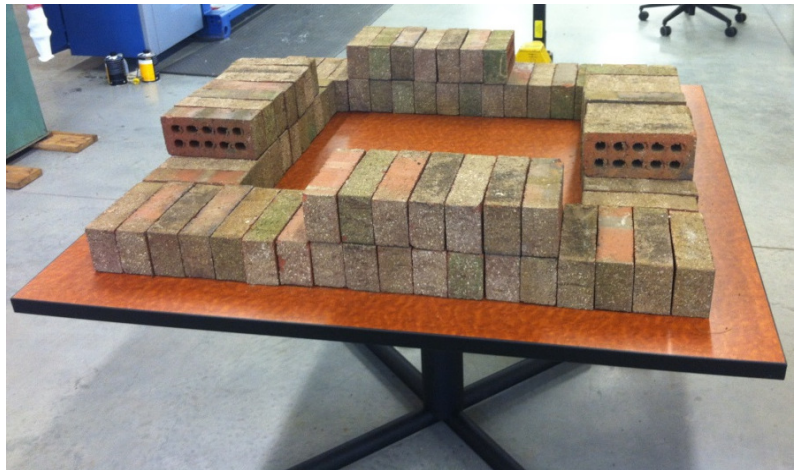
Sample sustained no damage from testing

Sample maintained its structural integrity

Sample exhibited no loss of serviceability

Sample passed all test requirements

Overall Result: PASS



5.3: Square Table Front View

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7
Style: Sense / Voyager 48x48 Square Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 5.5_Distributed Proof Load Test_Static

Evenly distribute load, centered over a line 8 in. from edge along the entire perimeter.

Proof Load formula = 2.3 lbs. / in of perimeter

1 Brick = 3.5 lbs.

Total Bricks = 126

Total Load = 441 lbs.

Test Duration = 15 min.

Pass = No sudden & major change in structural integrity.
No loss of serviceability.



5.5: Square Table Test Set Up

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result: PASS

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7
Style: Sense / Voyager 48x48 Square Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 6_Top Load Ease Cycle Test_Vertical

16in ØD disk centered @ least stable position.
Applied Force = 200 lbs.
Total Cycles = 10,000
Ave. Cycle Rate = 12.4 cycles per min.
Pass = No sudden & major change in structural integrity.
No loss of serviceability.

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result: PASS



6: Square Table Left Side View



6: Square Table Right Side View

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7
 Style: Sense / Voyager 48x48 Square Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 7 _ Unit Drop Test _ Vertical Impact

Lift entire unit to designated height, then free fall drop.

Drop Height For Desk / Table Units	
Unit Weight:	Drop Height:
< 68 kg / 150 lbs.	180 mm / 7.1 in.
≥ 68 kg / 150 lbs.	120 mm / 4.7 in.

Pass = No sudden & major change in structural integrity.
 No loss of serviceability.

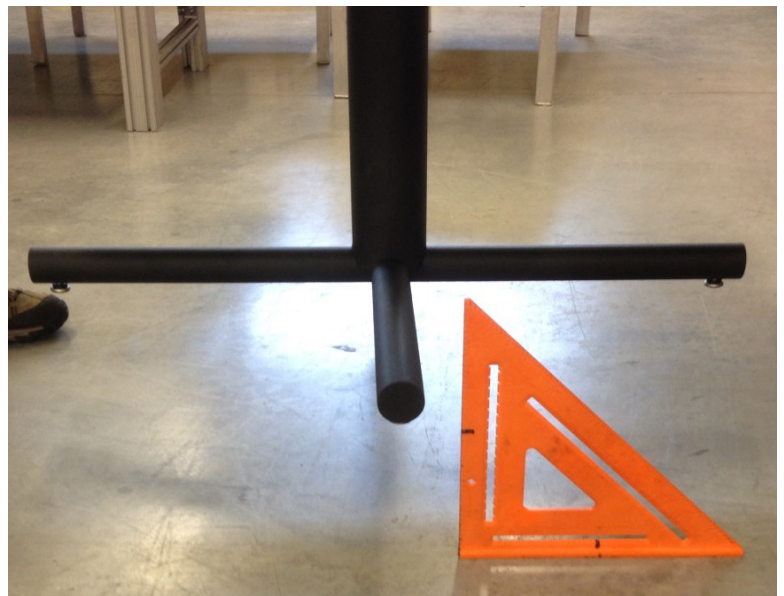
TEST RESULTS:

Sample sustained no damage from testing
 Sample maintained its structural integrity
 Sample exhibited no loss of serviceability
 Sample passed all test requirements

Overall Result: PASS



7: Square Table before Drop



7: Square Table During Drop



REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7, 8
Style: Sense / Voyager 60 in. Round Table

SUBMITTED DATE: July 11, 2014

COMPLETED DATE: August 29, 2014

CUSTOMER INFORMATION:

Attn.: Elliott Baum
Company: Berco Inc. Bill to: Fairway Holdings
Location: 1120 Montrose Ave. St. Louis, MO 63104

E-mail: ebaum@bercoinc.com
Phone #: 314.772.4700 ext. 228

Round Table

Start Condition: Good
End Condition: Worn

Sample Type: Sense / Voyager
Sample From: St. Louis, MO

TEST METHOD:

• Section 4.3_ Stability Under Vertical Load_Static

12in ØD disk centered 7 in. from edge.
Exert force of 125 lbs. in Most & least stable positions.
Hold force for a duration of 1 min. in each position.
Pass = Unit shall not tip over, No sudden & major change in structural integrity. No loss of serviceability.

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample maintained its stability
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result: PASS



4.3: Round Table in Least Stable Position.



4.3: Round Table in Most Stable Position.



REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7, 8
Style: Sense / Voyager 60 in. Round Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 5.3 Distributed Functional Load Test Static

Evenly distribute load, centered over a line 8 in. from edge along the entire perimeter.

Functional Load formula = 1.5 lbs. / in of perimeter

1 Brick = 3.5 lbs.

Total Bricks = 54

Total Load = 189 lbs.

Test Duration = 60 min.

Pass = No sudden & major change in structural integrity.
No loss of serviceability.



5.3: Round Table Test Set Up

TEST RESULTS:

Sample sustained no damage from testing

Sample maintained its structural integrity

Sample exhibited no loss of serviceability

Sample passed all test requirements

Overall Result: PASS

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7, 8
Style: Sense / Voyager 60 in. Round Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 5.5 Distributed Proof Load Test Static

Evenly distribute load, centered over a line 8 in. from edge along the entire perimeter.

Proof Load formula = 2.3 lbs. / in of perimeter

1 Brick = 3.5 lbs.

Total Bricks = 124

Total Load = 434 lbs.

Test Duration = 15 min.

Pass = No sudden & major change in structural integrity.
No loss of serviceability.



5.5: Round Table Test Set Up

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result:	PASS
------------------------	-------------

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7, 8
Style: Sense / Voyager 60 in. Round Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 6_Top Load Ease Cycle Test_Vertical

16in ØD disk centered @ least stable position.
Applied Force = 200 lbs.
Total Cycles = 10,000
Ave. Cycle Rate = 18.4 cycles per min.
Pass = No sudden & major change in structural integrity.
No loss of serviceability.



6: Round Table Test Set Up

TEST RESULTS:

Sample sustained no damage from testing
Sample maintained its structural integrity
Sample exhibited no loss of serviceability
Sample passed all test requirements

Overall Result:	PASS
------------------------	-------------

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7, 8
 Style: Sense / Voyager 60 in. Round Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 7 _ Unit Drop Test_ Vertical Impact

Lift entire unit to designated height, then free fall drop.

Drop Height For Desk / Table Units	
Unit Weight:	Drop Height:
< 68 kg / 150 lbs.	180 mm / 7.1 in.
≥ 68 kg / 150 lbs.	120 mm / 4.7 in.

Pass = No sudden & major change in structural integrity.
 No loss of serviceability.

TEST RESULTS:

Sample sustained no damage from testing
 Sample maintained its structural integrity
 Sample exhibited no loss of serviceability
 Sample passed all test requirements

Overall Result: PASS



7: Round Table Before Drop



7: Round Table During Drop

REFERENCE:

Test #: 5.5-2008 Sections: 4.3, 5.3, 5.5, 6, 7, 8
 Style: Sense / Voyager 60 in. Round Table

Customer: Berco Inc. Bill to: Fairway Holdings

TEST METHOD:

• Section 8 _ Leg Strength Test _ Horizontal Static

Functional Load = 100 lbs. / 1 min.

Proof Load = 150 lbs. / 1 min.

Exert Loads on Left, Middle, & Right sides of adjacent legs.

Pass = No sudden & major change in structural integrity.

No loss of serviceability.

TEST RESULTS:

	Function:	Proof:
L1: Left	PASS	PASS
L1: Middle	PASS	PASS
L1: Right	See Note 1	See Note 1
L2: Left	PASS	See Note 1
L2: Middle	PASS	PASS
L2: Right	See Note 1	See Note 1

Note 1: Indicated area's are specific points in which the leg column's connection to the base gradually loosened & started to slowly spin causing gradual instability.

Sample sustained no sudden or major change in structural integrity.

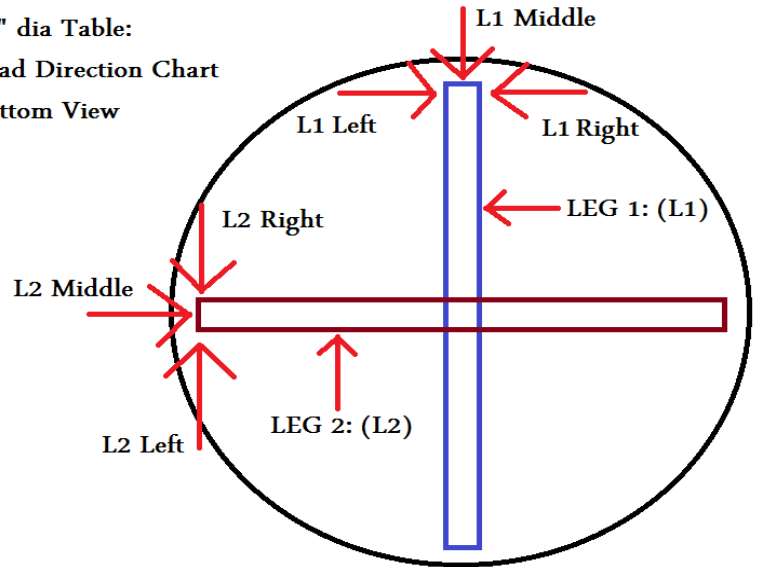
Sample exhibited no loss of serviceability.

Overall Result: PASS

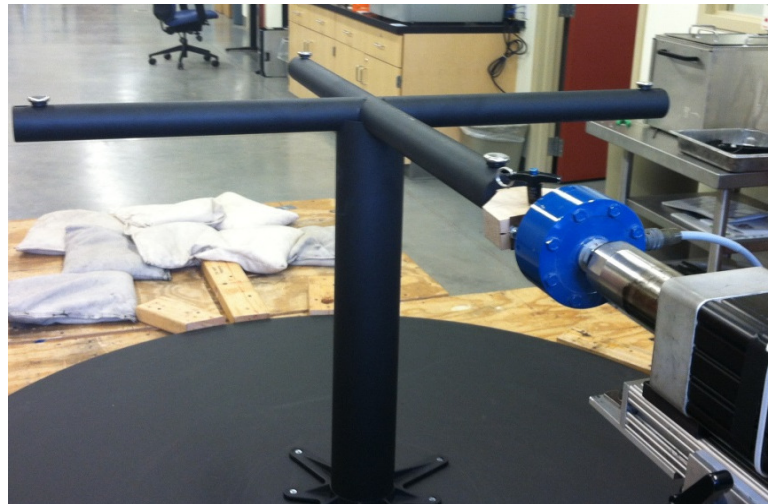
60" dia Table:

Load Direction Chart

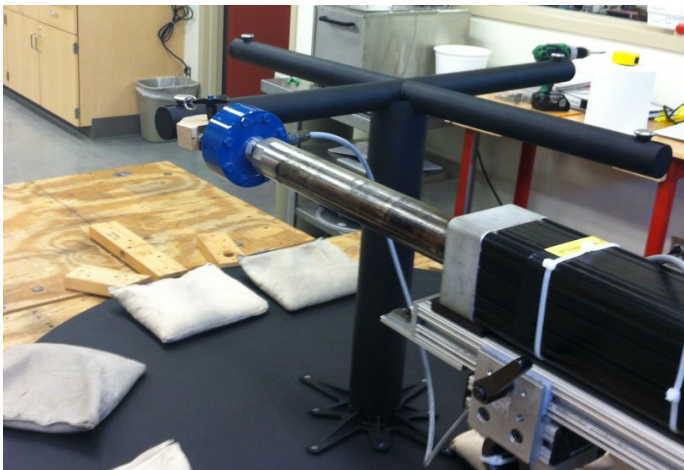
Bottom View



8: Load Direction Chart



8: L2, Middle Function & Proof Tests



8: L1, Left Function & Proof Tests