

TIPS VENDOR AGREEMENT

Between HEKMAN CONTRACT and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200301 Furniture, Furnishings and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

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", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent

governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor 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 or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor

prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this

condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility

to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.

- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200301 Furniture, Furnishings and Services

Company Name Hekman Contract

Address 860 East Main

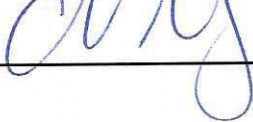
City Zeeland State MI Zip 49464

Phone 616-748-2660 Fax 616-748-2645

Email of Authorized Representative csilguero@hekmancontract.com

Name of Authorized Representative Chris Silguero

Title Director of Sales

Signature of Authorized Representative 

Date 3-11-2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/21/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200301

**Hekman Contract
Supplier Response**

Event Information

Number: 200301
Title: Furniture, Furnishings and Services
Type: Request for Proposal
Issue Date: 3/5/2020
Deadline: 4/24/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Hekman Contract Information

Contact: Matt Hinueber
Address: 860 East Main
Zeeland, MI 49464
Phone: (616) 748-2660
Email: mhinueber@hekmancontract.com

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

Matt Hinueber

Signature

Submitted at 3/18/2020 3:01:41 PM

mhinueber@hekmancontract.com

Email

Requested Attachments

Vendor Agreement

vendor agree tips2020.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

vendor agree tips2020.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

Copy of 200301 Pricing_form_1 2020.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

Copy of 200301 Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

References

ref tips 2020.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

2019 Price list for TIPS.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED dealers tips 2020.pdf

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

warranty tips 2020.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS conflict tips 2020.pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

corp cert tips 2020.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

confidential tips 2020.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

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. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="All States"/>
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.) <input type="text" value="Hekman Contract Furniture, a wholly owned subsidiary of Howard Miller, Inc. Specializing in furniture for Senior, Assisted and Memory Care living as well as lounge and institutional furnishings."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Chris Silguero"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Director of Sales"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="csilguero@hekmancontract.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="616-402-4960"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="616-748-2645"/>

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="616-402-4960"/>

12	Secondary Contact Name Secondary Contact Name
	<input type="text" value="Matt Hinueber"/>

13	Secondary Contact Title Secondary Contact Title
	<input type="text" value="Contracts"/>

14	Secondary Contact Email Secondary Contact Email
	<input type="text" value="mhinueber@hekmancontract.com"/>

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="616-748-2660"/>

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="616-748-2645"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
	<input type="text" value="616-780-6714"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.
	<input type="text" value="Cally Procko"/>

19	Admin Fee Contact Email Admin Fee Contact Email
	<input type="text" value="cprocko@hekmancontract.com"/>

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="616-748-2660"/>	

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.
<input type="text" value="cprocko@hekmancontract.com"/>	

22	Purchase Order Contact Email Purchase Order Contact Email
<input type="text" value="cprocko@hekmancontract.com"/>	

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="616-748-2660"/>	

24	Company Website Company Website (Format - www.company.com)
<input type="text" value="www.hekmancontract.com"/>	

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="38-2487683"/>	

26	Primary Address Primary Address
<input type="text" value="860 East Main"/>	

27	Primary Address City Primary Address City
<input type="text" value="Zeeland"/>	

28	Primary Address State Primary Address State (2 Digit Abbreviation)
<input type="text" value="MI"/>	

29	Primary Address Zip Primary Address Zip
<input type="text" value="49464"/>	

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.)
<input type="text" value="Lounge Furniture, Institutional Furniture, Senior Living Furniture"/>	

3 1 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

3 2 **Yes - No**
Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3 3 **Company Residence (City)**
Vendor's principal place of business is in the city of?

3 4 **Company Residence (State)**
Vendor's principal place of business is in the state of?

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

37 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

38 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

39 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

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Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(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

4

1

Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

4

2

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

No

4

3

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.

4 4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 5 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 6 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.

4 7 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 8 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein 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.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the 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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES 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 and all other applicable laws and regulations.

5 2 2 CFR PART 200 Contract Provisions Explanation

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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

5 3 2 CFR PART 200 Contracts

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 the 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?

5 4 2 CFR PART 200 Termination

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 the 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?

5
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2 CFR PART 200 Clean Air Act

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 the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
6

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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 the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
7

2 CFR PART 200 Federal Rule

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)

Pursuant to the 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).

Does vendor certify that it is in compliance with the Clean Air Act?

5 8 2 CFR PART 200 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

5 9 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.

6 0 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
1 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

**6
2 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

YES

6 **Indemnification**

3

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?

6 **Remedies**

4

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 MAY 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?

6 **Remedies Explanation of No Answer**

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6 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6
7 **Venue, Jurisdiction and Service of Process**

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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
8 **Infringement(s)**

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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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9 **Infringement(s) Explanation of No Answer**

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0 **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.

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Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) 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?

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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

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.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

4 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

5 Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company’s position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company’s failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

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Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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7

Solicitation Deviation/Compliance

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

Yes

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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.

No response

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Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

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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.

No response

**8
1** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district 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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

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3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

**8
4** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

90 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Grand Valley State Univesity	Adam Tate	tateam@gvsu.edu	616-331-2586
Inns Management	Jamie Clouse	Jamie@innsmanagement.com	740-763-0000
DA Blodget Youth Home	Denise Spaulding		616-451-2021

Customer Name	Customer Address Line	City	State	Zip	Phone Number
MURROWS TRANSFER CLAIM DEPT	P O BOX 4095	HIGH POINT	NC	27263	800 6692928
GRAND VALLEY STATE UNIVERSITY	2015 JAMES H ZUMBERGE HALL	ALLENDALE	MI	49401	616 3313211
DIRECT SUPPLY INC/DSSI	6767 N INDUSTRIAL RD	MILWAUKEE	WI	53223	414 3582805
BAUHAUS INTERIORS GROUP INC	1645 N STEMMONS FRWY SUITE A	DALLAS	TX	75202	214 7445500
CONTRACT DESIGN ASSOCIATES	402 EAST SPRAGUE	SPOKANE	WA	99202	509 6244220
O'NEILL CONTRACT FURN & MEDICAL EQU	1709 41ST ST S	GREAT FALLS	MT	59405	406 7818053
360 OFFICE SOLUTIONS	P O BOX 30598	BILLINGS	MT	59107	406 2487881
CONTINENTAL EAST FUND VI LLC	25467 MEDICAL CENTER DR STE 201	MURRIETA	CA	92562	951 6008600
DA BLODGETT-ST JOHNS	805 LEONARD NE	GRAND RAPIDS	MI	49503	616 4512021
WOODRIDGE PRODUCTIONS INC	62 CHELSEA PIERS SUITE 305	NEW YORK	NY	10011	646 5610490
DALFEN SALES AGENCY INC	5760 ROYALMOUNT STE 208	VILLE MONT ROYAL	QUEBEC	H4P1K	514 3413482
RUBEN CONTRACT FURNITURE LLC	365 JEFFERSON DR	PITTSBURGH	PA	15228	412 3700356
CAPITOL BUSINESS INTERIORS	711 INDIANA AVENUE	CHARLESTON	WV	25302	304 3437551
FRANKLIN INTERIORS INC	2740 SMALLMAN ST STE 600	PITTSBURGH	PA	15222	412 2612525
TOP TO BOTTOM INTERIORS INC	5500 SIXTH AVENUE	ALTOONA	PA	16602	814 9423250
B STANLEY GILL INC	1119 JEFFERSON RD	SOUTH CHARLESTON	WV	25309	304 7465200
HFD/HOSPITALITY FURNISHINGS & DESIG	146 CHESTNUT ST	ZELIENOPLE	PA	16063	724 4532261
OMEGA COMMERCIAL INTERIORS LLC	714 VENTURE DR # 142	MORGANTOWN	WV	26508	304 5816701
SYCAMORE ESTATE INC	717 N DUQUESNE BLVD	DUQUESNE	PA	15110	412 4666787
SAXTON INC	600 3RD ST SE STUDIO 300	CEDAR RAPIDS	IA	52401	319 3656967
JOHN A MARSHALL CO	10930 LACKMAN RD	LENEXA	KS	66219	913 5994700
INDOFF INC (CONTRACT)	11816 LACKLAND RD	SAINT LOUIS	MO	63146	314 9971122
WORKING SPACES INC	11624 PAGE SERVICE DR	SAINT LOUIS	MO	63146	314 9188778
SCOTT RICE OFFICEWORKS	14720 W 105TH STREET	LENEXA	KS	66215	913 8887600
COMMERCIAL CONCEPTS & FURNISHINGS	3622 NOLAN COURT	INDEPENDENCE	MO	64055	816 2547400
STOREY-KENWORTHY	309 LOCUST ST	DES MOINES	IA	50309	515 2883243
CELESTIAIRE INC	4609 E KELLOGG DR	WICHITA	KS	67218	316 6869785
DESIGN CENTRAL INC	152 SOUTH 5TH ST	SALINA	KS	67401	785 8254131
SHEPPARDS BUSINESS INTERIORS INC	725 SOUTH 72ND STREET	OMAHA	NE	68114	402 3938888
FF&E SPECIALTY GROUP INC	PO BOX 6403	LEAWOOD	KS	66206	913 8885892
MODERN BUSINESS INTERIORS LLC	1023 PORTWEST DR	SAINT CHARLES	MO	63303	636 9462500
TALLGRASS BUSINESS RESOURCES	FROHWEIN OFFICE SUPPLY INC	CORALVILLE	IA	52241	319 3387701
INVACARE INTERIOR DESIGN	15 WORTHINGTON ACCESS DRIVE	MARYLAND HEIGHTS	MO	63043	314 5426183
SPELLMAN BRADY & CO	8251 MARYLAND AVE STE 300	SAINT LOUIS	MO	63105	314 8620070
INTERIOR DESIGN FIRM	705 N 114TH STREET	OMAHA	NE	68154	402 3348800
MEDALLION SERVICES LLC	27 CHAMBLEE LANE	SAINT LOUIS	MO	63141	314 4341426
PHOENIX TEXTILE CORPORATION	21 COMMERCE DR	O FALLON	MO	63366	314 2912151
JUNE ROESSLEIN INTERIORS LLC	10411 CLAYTON RD SUITE 206	FRONTENAC	MO	63131	636 3941465
INTERIOR LANDSCAPES LLC	2121 CENTRAL STE 144	KANSAS CITY	MO	64108	816 8422120

NEW PARADIGM INTERIORS INC	1610 LARKIN WILLIAMS RD	FENTON	MO	63026 636 7170045
DIRECTIONS IN DESIGN INC	1849 CRAIG RD	SAINT LOUIS	MO	63146 314 2052010
DAVIS CONTRACT FURNISHINGS LLC	1221 N STREET STE 600	LINCOLN	NE	68508 402 4769700
TUTERA SENIOR LVNG & HLTH CARE LLC	7611 STATE LINE RD STE 301	KANSAS CITY	MO	64114 816 4440900
JULIE HOCKNEY DESIGN INC	721 NORTH 98TH STREET	OMAHA	NE	68114 402 9343474 & FAX
ENCOMPAS	1512 GRAND BLVD	KANSAS CITY	MO	64108 816 3001122
SAMCO BUSINESS PRODUCTS	3612 W TRUMAN BLVD	JEFFERSON CITY	MO	65109 573 6343177
AGEMARK CORPORATION	25 AVENIDA DE ORINDA	ORINDA	CA	94563 510 5486600
SC DEVELOPMENT STONEY CREEK HOSPITA	P O BOX 31117	JOHNSTON	IA	50131 515 5592114
LES MAISON LLC	PO BOX 4082	CHESTERFIELD	MO	63006 314 9939500
ROGER N WRIGHT INC	600 STATE STREET	LAWRENCEVILLE	IL	62439 618 9431029
BENSON WEDD LLC	5750 WEST 95TH STREET SUITE 230	OVERLAND PARK	KS	66207 913 2210930
PATTERSONS HOSPITALITY AGENTS LLC	P O BOX 3889	SPRINGFIELD	MO	65808 417 8338443
CR DESIGNS	987 N EMERSON AVE	WICHITA	KS	67212 316 9935755 NO FAX
ACTION PACT INTERIORS LLC	423 WESTPORT ROAD	KANSAS CITY	MO	64111 816 3593898
RDG PLANNING & DESIGN/RDG INTERIORS	7415 MANCHESTER RD	MAPLEWOOD	MO	63143 314 7503602 CELL
PURE WORKPLACE SOLUTIONS/BA DESIGNS	3525 ROANOKE ROAD # 101	KANSAS CITY	MO	64111 816 9226575
SNELL HARVESTING INC	509 WEST 6TH STREET	ELLINWOOD	KS	67526 620 5643312 + FAX
FURNISHINGS BY DESIGN/HARRY ESTY	15795 HARTFORD RD	SUNBURY	OH	43074 614-207-2586 C#
CREATIVE ENVIRONMENTS PLUS INC	P O BOX 1807	BIRMINGHAM	MI	48012 248 6421977
BUSINESS FURNITURE LLC	8421 BEARING DRIVE SUITE 200 EAST	INDIANAPOLIS	IN	46268 317 2161600
MORAN INTERIORS INC	1910 WHIPPLE AVE NW	CANTON	OH	44708 330 4798822
MOSAIC LTD/MOSAIC DESIGN STUDIO	232 N THIRD ST SUITE 400	COLUMBUS	OH	43215 614 4296800
CONTINENTAL OFFICE FURNITURE CORP	5061 FREEWAY DRIVE E	COLUMBUS	OH	43229 614 2628088
INNERSPACE DESIGN INC	2101 JACKSON AVE	ANN ARBOR	MI	48103 734 6621133
SMITH & BUTTERFIELD	P O BOX 3446	EVANSVILLE	IN	47733 812 4223261
RD INTERIOR DESIGN/REENDERS-DODGE	950 TAYLOR AVE	GRAND HAVEN	MI	49417 616 8422425
VIA DESIGN INC	44 GRANDVILLE AVE SW STE 400	GRAND RAPIDS	MI	49503 616 7742022
HEALTH BY DESIGN INC	1460 WALTON BLVD #65	ROCHESTER	MI	48309 248 6010708
NATIONAL BUSINESS SUPPLY INC	2595 BELLINGHAM	TROY	MI	48083 248 8235400
THE OHIO DESK COMPANY INC	1122 PROSPECT AVE	CLEVELAND	OH	44115 216 6230600
AIREA/UNIVERSITY BUSINESS INT INC	3000 TOWN CENTER SUITE 80	SOUTHFIELD	MI	48075 248 4260100
KING BUSINESS INTERIORS INC	1400 GOODALE BLVD SUITE 102	COLUMBUS	OH	43212 614 4300020
INTERIORS FOR SENIOR LIVING INC	10307 DETROIT AVE #101	CLEVELAND	OH	44102 216 4724200
OFFICE WORKS SERVICES LLC	12000 EXIT FIVE PARKWAY	FISHERS	IN	46037 317 5773510
MEDICAL RESOURCES DIV OF EOI INC	8377-C GREEN MEADOWS DR N	LEWIS CENTER	OH	43035 740 2013300
INNOVATIVE OFFICE SOLUTIONS INC	8016 INDUSTRIAL DR	MARIA STEIN	OH	45860 419 9255433
INNS MANAGEMENT GROUP INC	11035 LAMBS LN NE	NEWARK	OH	43055 740 7630000 CORP PH#
LIBERTY TEXTILE CO	5600 S MARGINAL RD	CLEVELAND	OH	44103 216 8815994
RJE BUSINESS INTERIORS	621 E OHIO ST	INDIANAPOLIS	IN	46202 317 7136350

SINGH CONSTRUCTION CO LLC	7125 ORCHARD LAKE RD #200	WEST BLOOMFIELD	MI	48322 248 8651600
SPRENGER ENT INC/RETIREMENT CENTERS	3905 OBERLIN AVE	LORAIN	OH	44053 440 9895200
ARCHITECTURAL RESEARCH CNSLTNTS INC	P O BOX 427	SHARON CENTER	OH	44274 330 2394474
LEE MEIER INTERIORS INC (CONTRACT)	24523 DETROIT RD	WESTLAKE	OH	44145 440 8718390
DURBIN ENTERPRISES/JOHN R DURBIN	5615 BURNING TREE CT	INDIANAPOLIS	IN	46239 317 8626493
GENE B GLICK CO INC	P O BOX 40177	INDIANAPOLIS	IN	46240 317 4690400
INDIANA MASONIC HOME	690 STATE ST	FRANKLIN	IN	46131 317 7366141
COLUMBUS PAPER & COPY SUPPLY INC	1182 S FRONT ST	COLUMBUS	OH	43206 614 4457135
MILL DISTRIBUTORS INC	45 AURORA INDUSTRIAL PARKWAY	AURORA	OH	44202 330 9959200
WEST MICHIGAN OFFICE INTERIORS INC	300 E 40TH ST	HOLLAND	MI	49423 616 3967303
INDEPENDENCE BUSINESS SUPPLY	4550 HINCKLEY IND PARKWAY	CLEVELAND	OH	44109 216 3988880
DL SCOTT INTS/DEBORAH L SCHIED	7301 PARKWOOD DR	FENTON	MI	48430 810 2653966
SISTERS OF CHARITY OF CINCINNATI	5900 DELHI RD	MOUNT SAINT JOSEPH	OH	45051 513 3475320
HOUSING 101 LLC	3657 PEACHTREE RD suite 4B	ATLANTA	GA	30319 404 2856577 CELL
QUALITY RIBBONS & SUPPLIES CO INC	2769 COMMERCIAL RD	CLEVELAND	OH	44113 216 5796200
ST LUKE LUTHERAN COMMUNITY	220 APPLGROVE STREET NE	NORTH CANTON	OH	44720 330 4998341
RSFI/RECYCLED SYSTEMS FURNITURE INC	401 E WILSON BRIDGE RD	WORTHINGTON	OH	43085 614 8809110
CLAIR DAVID INTERIORS LTD LLC	6540 W CENTRAL AVE	TOLEDO	OH	43617 419 8438300
HOSPITAL PURCHNG SVC OF MI/HPS LLC	P O BOX 247	MIDDLEVILLE	MI	49333 269 7953308
WARMUS BUILDERS INC	1531 BOETTLER RD STE C	UNIONTOWN	OH	44685 330 8961113
GENLAND LLC/CARETEL INNS	910 S WASHINGTON AVE	ROYAL OAK	MI	48067 248 5437300
ARCHITECTS PLUS INC	1100 SYCAMORE STREET SUITE 200	CINCINNATI	OH	45202 513 9841070
CAPITAL HEALTH SERVICES	5020 PHILADELPHIA DRIVE	DAYTON	OH	45415 937 2770505
MIITSCH DESIGN INC	200 SOUTH RANGELINE RD STE 226	CARMEL	IN	46032 317 5732222
COMMERCIAL OFFICE ENVIRONMENTS INC	7301 ZIONSVILLE RD	INDIANAPOLIS	IN	46268 317 8769200
SOUTHPAW ENTERPRISES INC	P O BOX 1047	DAYTON	OH	45401 937 2584342
INDEPENDENCE HOUSE/BVCCS INC	1000 INDEPENDENCE RD	FOSTORIA	OH	44830 419 4358505
JONES GROUP INTERIORS INC	701 S BROADWAY ST	AKRON	OH	44311 330 2539180
FRIENDS OFFICE/BUSINESS SOURCE	2300 BRIGHT RD	FINDLAY	OH	45840 800 4271704
PROGRESSIVE AE	1811 FOUR MILE NE	GRAND RAPIDS	MI	49525 616 3612664
AMERICAN HOUSE MGMT LLC	6755 TELEGRAPH ROAD SUITE 330	BLOOMFIELD HILLS	MI	48301 616 4579500
AIRWAY OXYGEN INC	P O BOX 9950	WYOMING	MI	49509 616 2471312
TERRI HOEKSEMA LYNEMA INT DESIGN	TERRI HOEKSEMA LYNEMA	HOLLAND	MI	49424 616 3994329 & FAX
J&M INTERIORS AND DESIGN LLC	619 GRISWOLD ROAD	ELYRIA	OH	44035 440 2774386
RCF GROUP/RIVER CITY FURNITURE LLC	6454 CENTRE PARK DR	WEST CHESTER	OH	45069 513 6127303
NEUCO SEATING/NEUCO INC	4177-A VILLAGE PARK DR	TRAVERSE CITY	MI	49685 231 9433455
ZIMMERMAN SCHOOL EQUIPMENT INC	P O BOX 209	BLACKLICK	OH	43004 614 8616383
BUSINESS FURNISHINGS LLC	4102 MEGHAN BEELER CT	SOUTH BEND	IN	46628 574 2433255
WILLIAMSBURG HEALTHCARE	1609 LAFAYETTE RD	CRAWFORDSVILLE	IN	47933 765 3640363
ANGEL CARE MEDICAL LLC	1221 W WESTERN RESERVE RD BLDG A	POLAND	OH	44514 330 9531833

MONTAGE INTERIORS INC	429 WESSEX RD	VALPARAISO	IN	46385	219 9473947 OFFICE
SJR INVESTMENTS/DONNA H DESIGNS	P O BOX 252381	WEST BLOOMFIELD	MI	48325	248 8676996
CREATIVE PALETTE INC	310 N YEARLING ROAD	WHITEHALL	OH	43213	614 5751515
SEAGATE OFFICE PRODUCTS	1044 HAMILTON DRIVE	HOLLAND	OH	43528	419.861.6161
SBD COMMERCIAL INTERIORS	3005 FRANCIS ST	JACKSON	MI	49203	517 7899609
CENTURY INTERIORS/CONTRACT CARPETS	31255 STONEGATE CT	FARMINGTON HILLS	MI	48331	248 7881818
TSSF ARCHITECTS INC	122 N WASHINGTON AVENUE	SAGINAW	MI	48607	989 7527311
CHANCELLOR SENIOR MANAGEMENT	4100 REGENT STREET SUITE F	COLUMBUS	OH	43219	614 3428400
WORKSPACE OHIO LLC/DUPLER OFFICE	33 W SPRING ST SUITE 150	COLUMBUS	OH	43215	614 2275640
ISCG	612 N MAIN STREET	ROYAL OAK	MI	48067	248 3991600
OFFICE360	7301 WOODLAND DRIVE	INDIANAPOLIS	IN	46278	317 6321360
COOLER DESIGN INC	9135 N MERIDIAN ST SUITE A1	INDIANAPOLIS	IN	46260	317 8161144
SERVICE CARE INDUSTRIES INC	23040 SCHOENHERR ROAD	WARREN	MI	48089	248 5439010
ALIGN 1 SOLUTIONS LLC	561 BOSTON MILLS RD SUITE 500	HUDSON	OH	44236	216 4046702
BELLWIND DIVERSIFIED	10060 BUCHANAN RD	STANWOOD	MI	49346	231 6292683
BAYLEY	990 BAYLEY DRIVE	CINCINNATI	OH	45233	513 3475710
MURELLO ASSOCIATES/JOHN R MURELLO	90 MYRTLE AVE	NORTH PLAINFIELD	NJ	7060	908 3222545 +FAX
TRANSAMERICAN OFFICE FURNITURE INC	3800 MAIN ST	PHILADELPHIA	PA	19127	215 4828550
HCR CORPORATE PO 4190 (*)	P O BOX 13307	PHILADELPHIA	PA	19101	419 2525500
BALONGUE DESIGN INC	707 MATSONFORD RD	VILLANOVA	PA	19085	610 5257593
EMPIRE OFFICE INC	396 ROUTE 6 & 209 SUITE 3A	MILFORD	PA	18337	212 6075500
CORPORATE ENVIRONMENTS	605 E BROAD ST	BETHLEHEM	PA	18018	610 9747990
PHOENIX CONTRACT INC	2741 BELAIRE RD	BETHLEHEM	PA	18017	610-867-7171
GUEST PURCHASING SERVICES (SYSCO)	4301 US HIGHWAY ONE P O BOX 902	MONMOUTH JUNCTION	NJ	8852	901 7552545 TN
DESIGN POINT INC	54 S COMMERCE WAY #110	BETHLEHEM	PA	18017	610 8079670
ADVANCED OFFICE ENVIRONMENTS	160 QUAKER LANE	MALVERN	PA	19355	610 9933450
TANNER OF PA INC	7813 DERRY STREET	HARRISBURG	PA	17111	717 9859700
REGINA COMMUNITY NURSING CENTER	550 E FORNANCE ST	NORRISTOWN	PA	19401	610 2725600
DESIGN ALTERNATIVES INC	1555 ROUTE 37 WEST UNIT 4	TOMS RIVER	NJ	8755	732 2447778
A POMERANTZ & COMPANY	123 SOUTH BROAD ST STE 1260	PHILADELPHIA	PA	19109	215 4082100
PREMIER OFFICE SOLUTIONS INC	601 DAVISVILLE RD	WILLOW GROVE	PA	19090	215 7342300
THE WHALEN BEREZ GROUP LLC	209 HEYERS MILL ROAD	COLTS NECK	NJ	7722	732 9461078
PROVIDENCE PLACE SENIOR LIVING	1528 SAND HILL RD	HUMMELSTOWN	PA	17036	717 5200330
BRAD BALDWIN HK CONTRACT SALES	P O BOX 41	NORTH FALMOUTH	MA	2556	774-722-4553
KENTCO CORPORATION	190 OLD DERBY ST	HINGHAM	MA	2043	781 7406200
PEABODY OFFICE FURNITURE CORP	234 CONGRESS ST	BOSTON	MA	2110	617 5421902
CLAFLIN SERVICE DBA CME CORP	PO BOX 6887	WARWICK	RI	2887	401 5628254
CCI CARANGELO COMM INTERIORS LLC	102 MAIN ST	OLD SAYBROOK	CT	6475	860 3886623
INSTITUTIONAL CONTRACT SALES INC	2 GOLEN DRIVE APT 173	LONDONDERRY	NH	3053	603 2606124 NO FAX
RED THREAD SPACES LLC	293 BOSTON POST ROAD WEST SUITE 150	MARLBOROUGH	MA	1752	617 4394900

CREATIVE OFFICE INTERIORS INC	ONE DESIGN CENTER PLACE #734	BOSTON	MA	2210 617 9564100
CREATIVE OFFICE INTERIORS LLC	141 ELLIOTT ST E	HARTFORD	CT	6114 860 5253133
JOHN WATTS ASSOCIATES INC	45 PRATT ST SUITE 200	HARTFORD	CT	6103 860 5281110
MESA CONTRACT INC/EXTERUS BUSINESS	4750 SHELBURNE RD	SHELBURNE	VT	5482 802 3831770
FERN LEAF CONTRACT SALES	P O BOX 2126	ACTON	MA	1720 978 7603376
WORKPLACE RESOURCE	162 PRESCOTT ST	WORCESTER	MA	1605 508 7701900
REAL INTEGRATED SYSTEMS INC	69 EAST AVE	NORWALK	CT	6851 203 8551234
EXECUTIVE FURNISHINGS INC	8 HERSEY LANE	STRATHAM	NH	3885 603 7781599
JEFFERSON GROUP LLC	85 RESEARCH DR	STAMFORD	CT	6906 203 9671900
OFFICE RESOURCES INC	263 SUMMER STREET	BOSTON	MA	2210 617 4239100
OFI/OFFICE FURNITURE INC	28 GARFIELD ST	NEWINGTON	CT	6111 860 6663357
ACCENT	3 INTERSTATE AVE	ALBANY	NY	12205 518 4824000
UNION OFFICE INTERIORS	226 ANDOVER ST	WILMINGTON	MA	1887 781 3966400
JRL STUDIO	169 SOUTH MAIN ST	MANCHESTER	NH	3102 603 6229653
CREATIVE OFFICE INTERIORS INC	141 MIDDLE ST	PORTLAND	ME	4101 207 7757100
WINDSOR PLACE OF WILMINGTON	92 WEST STREET	WILMINGTON	MA	1887 978 9882300
NATIONAL OFFICE FURNITURE	36 BRANCH AVE	PROVIDENCE	RI	2904 401 2749000
AMERICAN CRUISE LINES INC	741 BOSTON POST RD STE 200	GUILFORD	CT	6437 800 3666740
DISCOUNT OFFICE FURNITURE INC	2131 RIVERDALE ST	WEST SPRINGFIELD	MA	1089 413 7370991
STRATEGIC WORKSPACES LLC	280 SUMMER STREET	BOSTON	MA	2110 617 4260777
OFFICE DIRECT INC	380 JEFFERSON BLVD UNIT E1	WARWICK	RI	2886 401 7323040
SHEEHANS OFFICE INTS/PRODUCTS INC	P O BOX 629	PORTSMOUTH	RI	2871 401 6833150
BBE OFFICE INTERIORS	1595 EAST ST	PITTSFIELD	MA	1201 413 4428217
GS ASSOCIATES INC	65 PARKER STREET SUITE 2	NEWBURYPORT	MA	1950 978 9610016
SHEEHAN HEALTH GROUP	257 TURNPIKE ROAD SUITE 310	SOUTHBOROUGH	MA	1772 508.481.2111
ATHENA/LITCHFIELD WOODS HEALTHCARE	255 ROBERTS STREET	TORRINGTON	CT	6790 860 4895801
ATHENA/EVERGREEN HEALTH CARE CENTER	205 CHESTNUT HILL RD	STAFFORD SPRINGS	CT	6076 860 6846341
INFINITY GROUP	68 EAST DUDLEY TOWN ROAD	BLOOMFIELD	CT	6002 860 7269384
MEADOWBROOK OF GRANBY	350 SALMON BROOK ST	GRANBY	CT	6035 860 6539888
TRI STATE OFFICE INTERIORS LLC	19 WEST 21ST STREET SUITE 606	NEW YORK	NY	10010 646 9353555
SOUTHEAST CONTRACT HK CONTRACT REP	541 10TH STREET NW # 301	ATLANTA	GA	30318 404 4789794
CARITHERS WALLACE COURTENAY/CWC LLC	4343 NE EXPRESSWAY	ATLANTA	GA	30340 770 4938200
CORPORATE ENVIRONMENTS OF GA INC	1636 NE EXPRESSWAY	ATLANTA	GA	30329 404 6798999
MCGARITYS BUSINESS PRODUCTS	870 GROVE STREET	GAINESVILLE	GA	30501 770 5369852
TERESA BREEN & ASSC INC	P O BOX 71175	ALBANY	GA	31708 229 4206003
THORPE COMMERCIAL GRP	224 CHENOWETH LN	LOUISVILLE	KY	40207 502 8949120
HCS/HOSPITALITY CONTRACT SVCS INC	P O BOX 998	CORDOVA	TN	38018 901 7533640
JUDITH SLAUGHTER INTERIORS	4735 HARRIER DRIVE	ALPHARETTA	GA	30004 770 5941768
FOLEY DESIGN - INTERIORS STUDIO	950 JOSEPH E LOWERY BLVD	ATLANTA	GA	30318 404 7611299
OFFICE INTERIORS OF MEMPHIS	7891 STAGE HILLS BLVD STE 101	MEMPHIS	TN	38133 901 3720023

BUSINESS INTERIORS INC	146 MARKET RIDGE DR	RIDGELAND	MS	39157 601 9691000
BELNICK INC/BIZCHAIR.COM	4350 BALL GROUND HIGHWAY	CANTON	GA	30114 770 7218200
INTERSPACE LIMITED LLC	444 EAST MAIN STREET STE 104	LEXINGTON	KY	40507 859 2520000
US DISTRICT COURT	101 BARR ST ROOM 206	LEXINGTON	KY	40507 859 2332503
CARVER & ASSOCIATES INC	242 ODELL ROAD STE 1	GRIFFIN	GA	30224 770 2339799
COMMERCIAL FURNISHINGS	598 THIRD STREET	MACON	GA	31201 478 7651515
MALONE OFFICE EQUIPMENT	1345 13TH AVE	COLUMBUS	GA	31901 706 3222513
INTERIOR DESIGN ASSOCIATES INC	618 CHURCH ST SUITE 400	NASHVILLE	TN	37219 615 3207550
DEKALB OFFICE ENVIRONMENTS LLC	P O BOX 536757	ATLANTA	GA	30353 205 9339100
THW DESIGN	2100 RIVEREDGE PARKEWAY SUITE 900	ATLANTA	GA	30328 404 2528040
BASIC AMERICAN MEDICAL PRODUCTS	2935 NORTHEAST PKWY	ATLANTA	GA	30360 770 4471609
NHC INTERIOR DESIGN	P O BOX 1398	MURFREESBORO	TN	37130 615 8902020
MUNSON BUSINESS INTERIORS INC	2307 RIVER RD STE 100	LOUISVILLE	KY	40206 502 5891236
OFFICE CREATIONS INC	305 SHAWNEE NORTH DR STE 700	SUWANEE	GA	30024 678 7147474
WEST END INTERIORS LLC	311 WHITE BRIDGE PIKE SUITE C	NASHVILLE	TN	37209 615 2892006
STUDIO 121 INC	1310 CLINTON ST STE 205	NASHVILLE	TN	37203 615 4694121
INNVISION HOSPITALITY INC	504 CARVER RD	GRIFFIN	GA	30224 678 9672020
ECP DISTRIBUTORS/PHARMACY SVC INC	PO BOX 1038	HAWKINSVILLE	GA	31036 478 7834988
CC DESIGN/DOMORE INC	2740 KINJAC DR	MARIETTA	GA	30066 770 5099432
PINNACLE SOUTH LLC	P O BOX 878	GRIFFIN	GA	30224 770 2273476
THEORY DESIGN GROUP INC	5861 DORSETT SHOALS RD	DOUGLASVILLE	GA	30135 770 5779001
HURST OFFICE SUPPLIERS INC	500 BUCK PLACE	LEXINGTON	KY	40511 859 2554422
FRONTIER PURCHASING LLC	1000 PEACHTREE INDUSTRIAL BLVD	SUWANEE	GA	30024 678 9835099
A&W SUPPLY INC	P O BOX 23209	KNOXVILLE	TN	37933 865 9661133
APG OFFICE FURNISHINGS INC	P O BOX 706318	CINCINNATI	OH	45270 513 6219111
SHULAR CONTRACTING INC	9475 HWY 49 3RD FL	GULFPORT	MS	39503 228 8681733
SOUTHSIDE INTERIORS/MELISSA FARROW	5704 EDGMON RD	OOLTEWAH	TN	37363 423 3144771
DESIGN DETAILS INTERIORS GROUP	535 MADISON AVE STE 602	COVINGTON	KY	41011 513 7930404
INNKEEPERS SUPPLY INC	2209 DORTCH AVE	NASHVILLE	TN	37210 615 3700660
ACK ENTERPRISES LIMITED	25604 COUNTY RD 13 SUITE D	DAPHNE	AL	36526 251 6254067
TRASK DESIGN STUDIO LLC	605 SMITHBRIAR DR	VALDOSTA	GA	31602 850 3400977
GBI / GUY BROWN INTERIORS LLC	7111 COMMERCE WAY	BRENTWOOD	TN	37027 615 4255252
TROPHY LINE DESIGN GROUP LLC	455 GLEN IRIS DR NE UNIT C	ATLANTA	GA	30308 320 4936272
HPG INTERNATIONAL	1720 PEACHTREE STREET NW	ATLANTA	GA	30309 470 7192909 DIR#
ST MARTINS IN THE PINES	4941 MONTEVALLO RD	IRONDALE	AL	35210 205 3144109
L&F PROCUREMENT LLC	737 SOUTH THIRD STREET	LOUISVILLE	KY	40202 502 5854181
OFFICE INNOVATIONS INC	834 WILSON DR SUITE C2	RIDGELAND	MS	39157 601 6641850
LAURIE SAMUELS INTERIORS	5879 HAYMARKET RD	MEMPHIS	TN	38120 901 4876319
FMG CAROLINAS HK CONTRACT SALES	10000 FOUNTAIN	CHAPEL HILL	NC	27517 919-619-6087
YOUNG OFFICE ENVIRONMENTS INC	1280 RIDGE RD	GREENVILLE	SC	29607 864 2819500

HEALTHCARE ENVIRONMENTS LIFESTYLE	P O BOX 9290	HICKORY	NC	28603	828 3288929
ID COLLABORATIVE INC	201 STATE ST	GREENSBORO	NC	27408	336 3701117
SIGNATURE RESOURCE GROUP INC	939 BURKE ST	WINSTON SALEM	NC	27101	336 7237902
MCWATERS INC	1104 SHOP ROAD	COLUMBIA	SC	29202	803 2568303
PLANTERS INN	112 N MARKET ST	CHARLESTON	SC	29401	843 7222345
ALFRED WILLIAMS & CO	P O BOX 591	RALEIGH	NC	27602	919 8329570
STORR OFFICE ENVIRONMENTS INC	10800 WORLD TRADE BLVD	RALEIGH	NC	27617	919 3133700
OFFICE ENVIRONMENTS INC	PO BOX 411248	CHARLOTTE	NC	28241	704 7147200
CORPORATE CONCEPTS INC	2412 MAIN ST	COLUMBIA	SC	29201	803 7582900
JOYCE DESIGN GROUP INC	515 COLLEGE RD STE 6	GREENSBORO	NC	27410	336 2944001
CHARLESTON COMMERCIAL INTERIORS LLC	1121 PARK WEST BLVD STE B #178	MT PLEASANT	SC	29466	843 4168062
WJ OFFICE	P O BOX 3529	BOONE	NC	28607	828 2643283
PMC COMMERCIAL INTERIORS INC	3000 PERIMETER PARK DRIVE	MORRISVILLE	NC	27560	919 3250002
SENIOR LIVING COMMUNITY/MAXWELL	3530 TORINGDON WAY SUITE 204	CHARLOTTE	NC	28277	704 8157359
STUDIO ID3 LLC	1400 BATTLEGROUND AVE STE 216	GREENSBORO	NC	27408	336 7637571
PRESTON DESIGN COLLABORATIVE LLC	P O BOX 970	COLUMBIA	SC	29202	803 7398850
STAR STATIONERS INC	P O BOX 690070	CHARLOTTE	NC	28227	704 3753206
CARILLON ASSISTED LIVING LLC	4901 WATERS EDGE DR STE 200	RALEIGH	NC	27606	919 8524000
SIMMONS OFFICE INTERIORS INC	P O BOX 10186	GREENSBORO	NC	27404	336 2928525
ART N' SOUL DESIGN/JAMIE L BOMBA	6901 ANNABELLA DR	ROCKY MOUNT	NC	27803	252 4697148
NEW BEGINNINGS INTERIORS	P O BOX 1136	SPRING HOPE	NC	27882	252 3148774
2811 KING ST/CAMBRIDGE HEALTHCARE	200 WESTGATE PARKWAY SUITE 203	HENRICO	VA	23233	804 5210550
WIAL LLC/CAMBRIDGE HEALTHCARE	200 WESTGATE PARKWAY SUITE 203	HENRICO	VA	23233	804 5210550
DEFINITIVE HEALTH GROUP	651 LIQUID AMBER WAY	SAN MARCOS	CA	92078	619-988-9831 JIM
OAKMONT SENIOR LIVING LLC	9240 OLD REDWOOD HWY STE 200	WINDSOR	CA	95492	707 5353200
ATELIER KATAYON/KATY NAGHAVI	201 NORTH ROBERTSON BLVD NO 204	BEVERLY HILLS	CA	90211	310 2711206
WARNER DESIGN ASSOCIATES/WDA INC	1510 FASHION ISLAND BLVD SUITE 240	SAN MATEO	CA	94404	650 2740947
DESIGN TEC INC (CONTRACT)	4300 CAMPUS DR	NEWPORT BEACH	CA	92660	949 2214300
ANDERSON DESIGN & PURCHASING	303 POTRERO ST STE 29-106	SANTA CRUZ	CA	95060	831 4699611
UNISOURCE SOLUTIONS INC	8350 REX RD	PICO RIVERA	CA	90660	562 9491111
CALIFORNIA OFFICE FURNITURE INC	3480 INDUSTRIAL BLVD SUITE 100	WEST SACRAMENTO	CA	95691	916 4426959
CRI/COORDINATED RESOURCES INC	130 SUTTER ST	SAN FRANCISCO	CA	94104	415 9890773
BERNARDS OFFICE FURNITURE INC	20935B WARNER CENTER LANE	WOODLAND HILLS	CA	91367	818 7036969
PDC INTERIORS	3811 E LA PALMA AVE	ANAHEIM	CA	92807	714 6327707
GM BUSINESS INTERIORS	110 WEST A STREET SUITE 140	SAN DIEGO	CA	92101	619 2360500
PIVOT INTERIORS INC	3355 SCOTT BLVD SUITE 110	SANTA CLARA	CA	95054	408 4325600
SHORE TOTAL OFFICE	11696 SORRENTO VALLEY RD #200	SAN DIEGO	CA	92121	858 2718645
CANOE HOSPITALITY LLC	333A MAIN STREET	EL SEGUNDO	CA	90245	310 4063640
TOTAL CORPORATE SOLUTIONS INC	20335 SOUTH WESTERN AVE	TORRANCE	CA	90501	310 4368600
INTERIOR IMAGES INC	4845 GREEN CREST DR	YORBA LINDA	CA	92887	714 6922211

M&S HOLDING/CENTRE FOR NEURO SKILLS	5215 ASHE RD	BAKERSFIELD	CA	93313 661 8723408
PARADISE INTERIORS/SANDRA DOTZENROD	2181 ALLEGHENY CT	REDDING	CA	96001 530 9418081
TANGRAM / NEW TANGRAM LLC	9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670 562 3655000
WEST COAST BUSINESS PRODUCTS	9749 INDEPENDENCE AVE	CHATSWORTH	CA	91311 818 3412800
TRI-COUNTY OFFICE FURNITURE INC	230 SANTA BARBARA ST	SANTA BARBARA	CA	93101 805 5644060
PARTNERS IN DESIGN INC	2335 TERRAZA GUITARA	CARLSBAD	CA	92009 760 2713977
ACTIVCARE LIVING INC	9619 CHESAPEAKE DR STE 103	SAN DIEGO	CA	92123 858 5654424
TOTAL OFFICE FURN/BEST INT FURN INC	937 S ALAMEDA ST #A	LOS ANGELES	CA	90021 213 7462000
BKM OFFICEWORKS LLC	4780 EASTGATE MALL STE 100	SAN DIEGO	CA	92121 858 5694700
INSIDE-DESIGNS LLC	125 SKYVIEW PLACE	VACAVILLE	CA	95687 707 4491082
SHANNON SCOTT DESIGN	310 EAST HALEY STREET SUITE A	SANTA BARBARA	CA	93101 805 7707660
SYSTEMS SOURCE INC	3161 MICHELSON DR STE 110	IRVINE	CA	92612 949 8520920
SOLUTIONS BUSINESS FURNITURE INC	2351 SUNSET BLVD #152	ROCKLIN	CA	95765 916 2057147
WILLIAM SCHNEIDER DESIGN	757 S SPAULDING AVE	LOS ANGELES	CA	90036 323 2724927
INTERIORS: BY DESIGN/GERI MUSSER	1145 PACIFIC BEACH DR #406	SAN DIEGO	CA	92109 858 2599511
FAYE FENTIN DESIGNS	1094 CONCORD ST	SAN DIEGO	CA	92106 619 5230779 + FAX
HOSPITALITY MERCHANDISING LLC	2915 GUADALUPE ROAD	PALM SPRINGS	CA	92264 760 3253426
CHATEAU CUPERTINO	10150 TORRE AVE	CUPERTINO	CA	95014 408 4464300
JULIA NANULA INTERIOR DESIGN	1 COASTAL OAK	NEWPORT COAST	CA	92657 415 2604356
PARK PLACE DESIGN LLC	15 KINGSTON RD	KENSINGTON	CA	94707 925 8181473
ABHOW	6120 STONERIDGE MALL RD SUITE 300	PLEASANTON	CA	94588 925 9247100
PEP SENIOR HOUSING	951 PETALUMA BLVD SOUTH	PETALUMA	CA	94952 707 7622336
PICKETT DESIGN ASSOCIATES	9020 LINDBLADE STREET	CULVER CITY	CA	90232 310 5585500
W-CUBED LLC	13763A BOTTOM RD	HYDES	MD	21082 410-592-2595
THE H CHAMBERS COMPANY	1800 WASHINGTON BLVD	BALTIMORE	MD	21230 410 7274535
SUNRISE SENIOR LIVING/RCCAPEXDG	PO BOX 3725	PORTLAND	OR	97208 703 7442005
GLAVE & HOLMES ARCHITECTURE	2101 E MAIN ST	RICHMOND	VA	23223 804 6499303
STEDMAN HOUSE	201 E HIGH ST	CHARLOTTESVILLE	VA	22902 434 2950671
AMERICAN OFFICE	309 N CALVERT ST	BALTIMORE	MD	21202 410 5397529
DESIGN SERVICES INC	P O BOX 59460	POTOMAC	MD	20859 301 5909030
BRIDGET BOHACZ & ASSOCIATES INC	1743 DORSEY ROAD SUITE 108	HANOVER	MD	21076 410 3791001
WASHINGTON WORKPLACE HMC	2300 SOUTH 9TH ST 505	ARLINGTON	VA	22204 703 9797835
HARRIS OFFICE FURNITURE CO INC	520 KIMBALL AVE NE	ROANOKE	VA	24016 540 3445549
PRICE MODERN INC (CONTRACT)	2604 SISSON ST	BALTIMORE	MD	21211 410 3665500
CREATIVE OFFICE ENVIRONMENTS	11798 N LAKERIDGE PARKWAY	ASHLAND	VA	23005 804 3290400
MILLERS SUPPLIES AT WORK INC	PO BOX 1335	NEWINGTON	VA	22122 703 6442200
DOURON INC	10 PAINTERS MILL RD	OWINGS MILLS	MD	21117 410 3632600
OFFICE SUPPLIERS INC/HYPERSPACE LLC	P O BOX 1916	HAGERSTOWN	MD	21742 301 7973120
DONNA MILES & ASSOCIATES	4408 HUNTMASTER CIRCLE	ROANOKE	VA	24018 540 7985955
A&D RESOURCE INC	10306 EATON PLACE SUITE 230	FAIRFAX	VA	22030 703 3527780

DISTINCTIVE HOSPITALITY DESIGNS LLC	2221 E PARHAM ROAD SUITE B	RICHMOND	VA	23228 804 6722121
PC&A BUSINESS ENVIRON/P&CAI INTERIO	7420 CENTRAL BUSINESS PK DR # 4	NORFOLK	VA	23513 757 6237760
AUMEN ASNER INC	100 N CHARLES ST STE 910	BALTIMORE	MD	21201 410 8372767
COORDINATED SERVICES MANAGEMENT INC	3333 PETERS CREEK RD NW	ROANOKE	VA	24019 540 5634565
BEATY & BROWN/COTTAGE 19 INC	5611 GROVE AVE	RICHMOND	VA	23226 804 6737001
BARROWS/DESIGN RESOURCE SERVICES IN	1302 ROCKLAND AVE	ROANOKE	VA	24012 540 3625700
MEDICAL FACILITIES OF AMERICA	2917 PENN FOREST BLVD STE 200	ROANOKE	VA	24018 540 9893618
MARTHA CHILD CONSULTING INC	1474 EVANS FARM DR	MCLEAN	VA	22101 703 9266961
DESIGN SOURCE INC	3200 NORFOLK ST	RICHMOND	VA	23230 804 6443424
CHRISTOPHER NUTTER DESIGNS	1209 13TH ST NW STE 805	WASHINGTON	DC	20005 202 7441923
FURNITURE SOLUTIONS GROUP INC	619 SEVERN AVE STE 302	ANNAPOLIS	MD	21403 410 9284225 & FAX
TURNING POINT COLLECTION LLC	P O BOX 4451	GREENVILLE	DE	19807 302 4160092
RESOURCE ONE/THE BLIND CO INC	223 NORTH 1ST STREET	RICHMOND	VA	23219 804 6430017
AMERICAN DESIGN ASSOCIATES INC	9000 HARFORD ROAD	BALTIMORE	MD	21234 410 8235500
PAUL SPRING RETIREMENT COMMUNITY	7116 FORT HUNT ROAD	ALEXANDRIA	VA	22307 703 7680234
RUDOLPHS OFFICE & COMPUTER SPLY INC	P O BOX 1810	ASHLAND	VA	23005 410.931.4150 OFFICE
CHRISTINA RIVER EXCHANGE	322 A STREET SUITE 100	WILMINGTON	DE	19801 302 6912124
RITSICK DESIGN ASSOCIATES LLC	5300 WESTVIEW DRIVE SUITE 308	FREDERICK	MD	21703 703 2865555
SOLUTION 65 INC	4423 PHEASANT RIDGE RD BLDG 3	ROANOKE	VA	24014 540 9042224
FACILITY 360	10640 IRON BRIDGE RD STE 2B	JESSUP	MD	20794 240 5819900
INTERIORS BY DESIGN LLC	2613 MAE WADE AVENUE	ADAMSTOWN	MD	21710 301 7925645
CHIAD LLC	410 SEVERN AVENUE SUITE 405	ANNAPOLIS	MD	21403 410 2681134
HOTEL ROANOKE & CONFERENCE CENTER	110 SHENANDOAN AVE NE	ROANOKE	VA	24016 540 8538248
NEW EDGE DESIGNS/DEAN HERR	2382 BAYBERRY LN	CASTLE ROCK	CO	80104
CHURCH OF JESUS CHRIST OF LDS	120 NORTH 200 WEST	SALT LAKE CITY	UT	84103 801 2408697 JUDY/PUR
BENJAMIN WEST LLLP	428 CTC BLVD	LOUISVILLE	CO	80027 303 5303885
LISMAN STUDIO INC	515 S 700 E SUITE 3A	SALT LAKE CITY	UT	84102 801 9312670
INTERIOR SOLUTIONS	522 SOUTH 400 WEST	SALT LAKE CITY	UT	84101 801 5317538
LIZABETH JONES INTERIOR DESIGN	2118 PINE ST	BOULDER	CO	80302 303 4433946
SLIFER DESIGNS INC	216 MAIN STREET STE C-100	EDWARDS	CO	81632 970 9268200
LINC HOSPITALITY INC	284 W 400 N SUITE 102	SALT LAKE CITY	UT	84103 801 3559530
LBA FF&E PROCUREMENT SERVICES LLC	5650 DTC PARKWAY SUITE 200	ENGLEWOOD	CO	80111 303 7730436
SPECTRUM RETIREMENT COMMUNITIES LLC	200 SPRUCE ST #200	DENVER	CO	80230 303 3608812
JEAN SEBBEN ASSOCIATES LLC	P O BOX 6310	COLORADO SPRINGS	CO	80934 719 6357133
DESIGN WITH INTEGRITY	P O BOX 731	KOLOA	HI	96756 303 5063329 DEB
GOLDING FAMILY LIMITED PARTNERSHIP	P O BOX 2146	PROVO	UT	84603 801 3607011
GENTERRO LLC	1645 GRANT ST STE 200	DENVER	CO	80203 303 8851000 CHELSEA
OFFICE OUTFITTERS & PLANNERS INC	749 MAIN STREET	GRAND JUNCTION	CO	81501 970 2456300
ANEKA INTERIORS INC	1045 LINCOLN ST # 304	DENVER	CO	80203 720 4204454 EXT 3
HEAD CONTRACT SOLUTIONS	3280 SUNTREE BLVD SUITE 101	MELBOURNE	FL	32940 321 5049663

TIDMORE-HENRY & ASSOCIATES	1014 EAST AVE N	SARASOTA	FL	34237 941 9544454
ATLANTIC PURCHASING INC	1000 MARKET ST BLDG 1 #300	PORTSMOUTH	NH	3801 603 5592100
OFFICE CONCEPTS & FURNITURE DESIGN	PO BOX 5458	GAINESVILLE	FL	32602 352 3729500
CHANCEY INTERIOR DESIGN (CONTRACT)	1228 E 7th AVE	TAMPA	FL	33605 813 7396134
BOS ORLANDO/AOE OF FLORIDA INC	200 TECHNOLOGY PARK SUITE 1020	LAKE MARY	FL	32746 407 8059911
CLUB DESIGN GROUP INC	17218 TOLEDO BLADE BLVD UNIT 6	PORT CHARLOTTE	FL	33954 941 4233066
GLT TOTAL OFFICE/GEORGE L TYLER	2929 S COMBEE RD	LAKELAND	FL	33802 863 6861799
ALLIANCE CORPORATE SERVICES INC	1540 NW 9TH AVE	PLANTATION	FL	33322 954 4524949
COMMERCIAL DESIGN SERVICES INC	5805 BARRY RD	TAMPA	FL	33634 813 8860580
WEGMAN DESIGN GROUP INC	2385 TRADE CENTER WAY	NAPLES	FL	34109 239 5968551
OFFICE ENVIRONMENTS INC	P O BOX 19986	BIRMINGHAM	AL	35219 205 4438300
WORKSCAPES INC	1395 SW 22ND STREET	MIAMI	FL	33145 305 4008101
WATTLES BUSINESS SOLUTIONS	P O BOX 6	PALATKA	FL	32178 386 3254323
CARROLL ADAMS GROUP	605 E ROBINSON ST STE 410	ORLANDO	FL	32801 407 2467770
AMERICAN BUSINESS INTERIORS	P O BOX 2048	MELBOURNE	FL	32901 321 7235003
INNERSPACE ARCHITECTURAL INTS LLC	139 EGLIN PKWY SE	FT WALTON BEACH	FL	32548 850 6641249 SUZANNE
WESTMINSTER SERVICES INC	80 WEST LUCERNE CIRCLE	ORLANDO	FL	32801 407 8395050
INTERIOR DESIGN CONCEPTS INC	940 CLEARWATER-LARGO RD	LARGO	FL	33770 727 5870458
CPD/CONTRACT PURCH & DESIGN INC	6530 W ROGERS CIRCLE STE 28	BOCA RATON	FL	33487 561 9944555
HDB DESIGN GROUP LLC	1126 PELICAN BAY DR	DAYTONA BEACH	FL	32119 386 4922920
MARNE KAPLAN INTERIOR DESIGN INC	1269 FIRST ST #8	SARASOTA	FL	34236 941 9555150 & FAX
LOURDES-NOREEN MCKEEN RESIDENCE FOR	315 S FLAGLER DR	WEST PALM BEACH	FL	33401 561 6558544
OFFICE FURNITURE CENTER INC	2117 W KENNEDY BLVD	TAMPA	FL	33606 813 2547253
THE PARKER COMPANY	6205 BLUE LAGOON DR STE 300	MIAMI	FL	33126 305 4216900
DEVELOPMENT SERVICES INC	265 SUNRISE AVE STE 204A	PALM BEACH	FL	33480 561 4592917
BIGGS DESIGN GROUP LLC/ED BIGGS	1 BEACH DRIVE SE UNIT 1411	ST PETERSBURG	FL	33701 941 9238503
LUTHERAN HAVEN EXTENDED CONGREGATE	2041 WEST STATE ROAD 426	OVIDO	FL	32765 407 3655676
KB BUSINESS ENTERPRISES INC	1600 E 8TH AVE STE C 201	TAMPA	FL	33605 813 5497310
OFFICE FURN & DESIGN CONCEPTS INC	11866 METRO PARKWAY	FORT MYERS	FL	33966 239 3371212
NEW EDGE INTERIORS INC	169 OSPREY HEIGHTS DR	WINTER HAVEN	FL	33880 863 3247583 + FAX
EVERGLADES TRADING	1510 WEST AVENUE A	BELLE GLADE	FL	33430 516 9140000 CELL
APRICOT OFFICE INTERIORS INC	20401 NW 2ND AVE SUITE 220	MIAMI	FL	33169 305 5171288
COMMONSENSE OFFICE FURNITURE	820 W WASHINGTON ST	ORLANDO	FL	32805 407 2065040
PREMIERE COMMERCIAL FURN & DESIGN	160 FITZGERALD RD STE 3	LAKELAND	FL	33813 863 6482000
CONTRACT LINK INC	PO BOX 952199	LAKE MARY	FL	32795 407.328.4332
CLIVE DANIEL HOSPITALITY	14560 GLOBAL PKWY SUITE 1	FORT MYERS	FL	33913 239 5611806 APRIL AP
HUSTONS COMMERCIAL INTERIORS	3058 SE MONROE ST	STUART	FL	34997 772 2834608
UNIVERSITY PLAZA REHAB/NURSING CTR	724 NW 19TH ST	MIAMI	FL	33136 305 3252300
KONSTANTINE PROPERTIES INC	1623 POCATELLO ST	SARASOTA	FL	34231 941 5872321
CORPORATE FURNITURE OPTIONS INC	2849 SW 42ND AVE	PALM CITY	FL	34990 800 4351888

COASTA CONSTRUCTION LLC	P O BOX 37523	JACKSONVILLE	FL	32236 904 7839759 + FAX
KAY GREEN DESIGN INC	668 CHERRY STREET SUITE A	WINTER PARK	FL	32789 407 2467155
CHRIS ROSSI STUDIO LLC	1901 EAST 5TH AVENUE	TAMPA	FL	33605 941 5047583
THE GINGER GRANT GROUP	1444 OAK LAWN SUITE 206	DALLAS	TX	75207 972 4916911 OFC
SCOTT RICE/WORKSPACE SOLUTIONS LLC	6900 N BRYANT AVE	OKLAHOMA CITY	OK	73121 405 8482224
LA HARPES OFFICE FURNITURE INC *	P O BOX 3817	LITTLE ROCK	AR	72203 501 3726684
STUDIOSIX5 INC	811 BARTON SPRINGS RD SUITE 800	AUSTIN	TX	78704 512 4766501
WRG LLC/WORKPLACE RESOURCE GROUP	2639 E ROSEMEADE PARKWAY	CARROLLTON	TX	75007 972 4469100
DALLAS DESK INC	15207 MIDWAY RD	ADDISON	TX	75001 972 7881802
THE SPENCER CO	150 TURTLE CREEK BLVD SUITE 205	DALLAS	TX	75207 214 7200345
INNERPLAN OFFICE INTERIORS	7001 INNERPLAN DRIVE	NORTH LITTLE ROCK	AR	72113 501 3710300
STEPHENS & HAGAN INTERIOR DESIGN	619 SO TYLER STE 110	AMARILLO	TX	79101 806 3420702
SOUTHWESTERN STATIONERS INC	P O BOX 18697	OKLAHOMA CITY	OK	73154 405 5259411
ML BATH CO LTD	610 MARKET ST	SHREVEPORT	LA	71101 318 2217141
OFFICE DEPOT INC	P O BOX 982212	EL PASO	TX	79998 561 4383878
CGI CONSTRUCTION INC/COVENANT GROUP	801 CHERRY STREET SUITE 2400	FORT WORTH	TX	76102 817 4464792
BKM TOTAL OFFICE OF TEXAS	9755-100 CLIFFORD DR	DALLAS	TX	75220 214 9027200
BELMONT VILLAGE CHARTER INVST LP	8554 KATY FREEWAY SUITE 200	HOUSTON	TX	77024 713 4631170 MARA OFC
FAULKNER DESIGN GROUP	3100 MONTICELLO AVE SUITE 700	DALLAS	TX	75205 214 9228008
REMINGTON LODGING & HOSPITALITY LLC	14185 DALLAS PARKWAY STE 1150	DALLAS	TX	75254 972 9802700
M&M HEALTHCARE FURN SOLUTIONS INC	P O BOX 148	DIKE	TX	75437 903 9454545
RESOURCE DESIGNS	3200 COMMANDER DR SUITE 110	CARROLLTON	TX	75006 469 6192194
CDM DESIGN/CAROL D MYERS	7817 ROLLING ACRES	DALLAS	TX	75248 972 2390554
PEEL PAULSON DESIGN STUDIO	1012 MOPAC CIRCLE #200	AUSTIN	TX	78746 512 3281883
WITTIGS OFFICE INTERIORS INC	2018 AVENUE B SUITE 300	SAN ANTONIO	TX	78215 210 2700100
B & B ENTERPRISES OF LAFAYETTE LLC	P O BOX 3402	LAFAYETTE	LA	70502 337 2327276
INTERIOR SERVICES	3501 SYCAMORE SCHOOL RD # 125	FORT WORTH	TX	76133 817 3463969
LBF INTERIORS LLC	1818 VALENCE ST	NEW ORLEANS	LA	70115 504 7569056
Pi ARCHITECTS INC	3500 JEFFERSON ST STE 303	AUSTIN	TX	78731 512 2311910
SG DEVELOPMENT LLC/STONEGATE	1550 WATERS RIDGE DR	LEWISVILLE	TX	75057 972 8994137
INTER MOUNTAIN RENOVATION CONSULTAN	2390 TOWER DR	MONROE	LA	71201 318 8127132
JAGUAR HOSPITALITY SERVICES	6009 W PARKER STE 149-130	PLANO	TX	75093 972 2656208
OFFICE PAVILION - HOUSTON	10030 BENT OAK DR	HOUSTON	TX	77040 713 8030000
STUDIO F2 LLC	1919 MCKINNEY AVENUE	DALLAS	TX	75201 469 5160150 OFFICE
FCI DALLAS OFFICE FURNITURE	1304 DRAGON STREET	DALLAS	TX	75207 214 7489600
CP HOMES/PACRIM US LLC	3131 MCKINNEY AVE STE 475	DALLAS	TX	75204 214 3477140
TOTAL OFFICE SOLUTIONS	3615 FRANKLIN AVE #328	WACO	TX	76710 254 2358200
BUILT FOR DREAMS INC	3416 JOLIET AVE	LUBBOCK	TX	79413 806 7716806
MCCOY-ROCKFORD INC	6869 OLD KATY RD	HOUSTON	TX	77024 713 8624600
SENIOR BY DESIGN LLC	11999 PLANO RD STE 154	DALLAS	TX	75243 214 7078595

TASCOSA OFFICE MACHINES INC	1502 AVE Q	LUBBOCK	TX	79401 806 7471667
GL SEAMAN & COMPANY	4201 INTERNATIONAL PKWY	CARROLLTON	TX	75007 214 7646400
FENTON OFFICE SUPPLY CO	P O BOX 2257	STILLWATER	OK	74076 405 3725555
DONNA GUERRA & ASSOCIATES INC	2626 COLE AVE SUITE 604	DALLAS	TX	75204 214 5226716 NO FAX
BSA LIFESTRUCTURES INC	9365 COUNSELORS ROW # 300	INDIANAPOLIS	IN	46240 512 5319075
BUSINESS INTERIORS	28 CONCORD SUITE C	EL PASO	TX	79906 915 5919393
CHECKPOINT PROCUREMENT LLC	425 SOLEDAD SUITE 400	SAN ANTONIO	TX	78205 210 5853998 OFFICE
DFD ARCHITECTS INC	305 W WILLIS STREET SUITE 101	LEANDER	TX	78641 512 2594175
IMAGE WORKS COMMERCIAL INTERIORS	4539 W DISTRIPLEX DR	MEMPHIS	TN	38118 901 3608899 MEMPHIS
SUNDARA SENIOR LIVING	6705 HIGHWAY 290 SUITE 502-197	AUSTIN	TX	78735 512 6955473
SAMANTHA STYLES TX	3507 COUNTRY CLUB BLVD	MONTGOMERY	TX	77356 281 6826670 NO FAX
INTRINSIC HOSPITALITY LLC	3440 SOJOURN DR SUITE 290	CARROLLTON	TX	75006 469 6473647
K2K GROUP LLC	P O BOX 860	GIDDINGS	TX	78942 713 8827456
EMERALD COAST CONSTRUCTION & INTS	1600 VIA DELUNA DR UNIT W104	PENSACOLA BEACH	FL	32561 850 2932085
CSP MGT LLC	23257 STATE RD 7 SUITE 211	BOCA RATON	FL	33428 501 7124242 ARKANSAS
L & J DESIGNS LLC	P O BOX 11065	MIDLAND	TX	79702 432 5700071
EVO BUSINESS ENVIRONMENTS	415 N MCKINLEY SUITE 1250	LITTLE ROCK	AR	72205 501 2449696
NMG WORKSPACE SOLUTIONS LLC	2301 CAROLINE STREET	HOUSTON	TX	77004 281 2401007
OFFICEWISE FURNITURE & SUPPLY	P O BOX 2688	AMARILLO	TX	79105 806 3722236
EIGHT TWENTY 8 DESIGN	7907 CREEKMERE LANE	AUSTIN	TX	78748 512 6929871
FLOW AGENCY	80 HIGHLAND DR	BRANTFORD	ON	N3T5L 519-449-1102
STEVANS SALES & MARKETING INC	49 DALKEITH DR UNIT 5	BRANTFORD	ON	N3P 1 519 7568613
SYSCO GUEST SUPPLY CANADA INC	570 MATHESON BLVD E UNIT 5	MISSISSAUGA	ON	L4Z 4 905 8961060
C2 CUSTOM FURNISHINGS INC	3614 MOWAT ROAD	EAST ST PAUL	MB	204 7973201
CONTRACT FURNITURE RESOURCE	1212 S NAPER BLVD SUITE 119-255	NAPERVILLE	IL	60540 630-258-6198 DAVE C#
BUILDING SERVICE INC	W222 N630 CHEANEY RD	WAUKESHA	WI	53186 262 9556400
NATIONAL BUSINESS FURNITURE	770 SOUTH 70TH STREET	MILWAUKEE	WI	53214 414 2768511
HENRICKSEN & CO INC	1101 WEST THORNDALE AVE	ITASCA	IL	60143 630 2509090
HEALTH CARE FURNISHINGS	P O BOX 520	GENEVA	IL	60134 630 2512564
THOMAS INTERIOR SYSTEMS INC	476 BRIGHTON DR	BLOOMINGDALE	IL	60108 630 9804200
INTERIORS FOR BUSINESS INC	409 N RIVER ST	BATAVIA	IL	60510 630 7611070
ILLINI SUPPLY INC	111 ILLINI DRIVE	FORSYTH	IL	62535 217 8776551
THEISS INTERIOR DESIGN LTD	740 N PLANKINTON AVE #800	MILWAUKEE	WI	53203 414 2721211
DEPARTMENT OF INTERIORS LTD	401 PINNACLE WAY STE 108	EAU CLAIRE	WI	54701 715 8367797
BROOKDALE SENIOR LIVING	PO BOX 3133	MILWAUKEE	WI	53201 414 9185000 5418 MEG
RESOURCE ONE OF ILLINOIS LTD	321 E ADAMS	SPRINGFIELD	IL	62701 217 7535742
RFMS INC	285 S FARNHAM ST	GALESBURG	IL	61401 309 3431550
CJ & ASSOCIATES INC	16915 W VICTOR RD	NEW BERLIN	WI	53151 262 7861772
FFH LLC	S98 W12712 LOOMIS DRIVE	MUSKEGO	WI	53150 262 8067143
INTERIOR INVESTMENTS LLC	4001 FELLAND RD STE 111	MADISON	WI	53718 608 2167900

FORRER BUSINESS INTERIORS INC	555 WEST ESTABROOK BLVD	MILWAUKEE	WI	53212 414 9063200
TYSON AND BILLY ARCHITECTS PC	4000 MORSAY DR	ROCKFORD	IL	61107 815 2298222
TIGERTON TRADING COMPANY LLC	N3764 TOWER RD	TIGERTON	WI	54486 715 5352412
DON/EDWARD DON & CO (INC)	P O BOX 5540	WOODRIDGE	IL	60517 708 8838327
EMMONS BUSINESS INTERIORS LLC	P O BOX 640	GERMANTOWN	WI	53022 715 3458933
VI/CLASSIC RESIDENCE MGMT LP	71 S WACKER DR STE 900	CHICAGO	IL	60606 312 8038587
ACCURATE OFFICE SUPPLY COMPANY	260 GERZEVSKE LANE	CAROL STREAM	IL	60188 630 7844700
SCHROEDER SOLUTIONS INC	1920 CALHOUN RD	NEW BERLIN	WI	53151 262 2076399
ECONOCARE INC/LTC INTERIORS	6990 N CENTRAL PARK AVE	LINCOLNWOOD	IL	60712 847 6755022
WAREHOUSE DIRECT INC	2001 S MOUNT PROSPECT RD	DES PLAINES	IL	60018 847 6313485
UNITED CONTRACT SUPPLY CO	10275 WEST HIGGINS RD STE 300	ROSEMONT	IL	60018 847 2999040
FORWARD SPACE LLC	1142 N NORTH BRANCH ST	CHICAGO	IL	60642 847 5738890 LAKE FOR
4 DESIGN LLC	W175 N11081 STONEWOOD DR STE 207	GERMANTOWN	WI	53022 262 2535099
WIDMER INTERIORS INC	8415 N ALLEN RD	PEORIA	IL	61615 309 6939300
MILWAUKEE CATHOLIC HOME INC	2462 NORTH PROSPECT AVE	MILWAUKEE	WI	53211 414 2249700
SLATE PROCUREMENT LLC	4446 N HERMITAGE UNIT E	CHICAGO	IL	60640 773 3836611
TCA INC/DBA JANA CHARVAT & COMPANY	21130 W EDINBOURGH DR	NEW BERLIN	WI	53151 262 3783700
WILEY OFFICE FURNITURE	301 EAST LAUREL ST	SPRINGFIELD	IL	62703 217 5442766
JL BUSINESS INTERIORS INC	515 SCHOENHAAR DR	WEST BEND	WI	53095 262 3382221
AFFORDABLE OFFICE INTERIORS DBA BOS	501 SOUTH GARY AVE	ROSELLE	IL	60172 630 7847730
JRI INTERIOR DESIGN	104 S ARLINGTON HEIGHTS ROAD	ARLINGTON HEIGHTS	IL	60005 847 9149350
INTERBUILD CHICAGO LLC	2705 W HOWARD	CHICAGO	IL	60645 773 9426658
KDI DESIGN INC	427 NORTH KIRK RD STE 101	GENEVA	IL	60134 630 2088822
INTERIOR INVESTMENTS LLC	550 BOND STREET	LINCOLNSHIRE	IL	60069 847 3251000
LAN OFFICE FURNISHINGS	410 E MAIN STREET SUITE 102	BARRINGTON	IL	60010 312 2510500
INDUSTRIES FOR THE BLIND INC	445 S CURTIS RD	WEST ALLIS	WI	53214 414 7783040
RETAILWORKS INC	6000 W EXECUTIVE DR SUITE C	MEQUON	WI	53092 262 2381860
MEDLINE INDUSTRIES	THREE LAKES DRIVE	NORTHFIELD	IL	60093 800 6335463
SARAH ANDERSON INTERIORS	S44W33375 CONNEMARA DRIVE	DOUSMAN	WI	53118 262 3612336
RIEKE OFFICE FURNITURE/ROI	2000 FOX LANE	ELGIN	IL	60123 847 6229711
THE GIRVIN GROUP	22 CARRIAGE HILL DR	LATHAM	NY	12110 518-608-4848 C#
GEER DUNN COMPANY INC	309 PRENDERGAST AVE	JAMESTOWN	NY	14701 716 6646616
WORKPLACE INTERIORS LLC	400 PACKETTS LANDING	FAIRPORT	NY	14450 585 4257420
CL STUDIO DESIGN ASSOCIATES	8 TURNER RD 2ND FLOOR	CENTRAL VALLEY	NY	10917 845 9288570
DITTY+ REHKAMP	3650 ANNAPOLIS LANE N SUITE 135	PLYMOUTH	MN	55447 952.939.4000
ARTHUR SHUSTER INC	P O BOX 131115	SAINT PAUL	MN	55113 651 3027500
MULTIPLE CONCEPTS INTERIORS/MCI INC	26 1ST AVE N	WAITE PARK	MN	56387 320 2535078
QUEST HOSPITALITY SUPPLIERS LLC	P O BOX 2108	ABERDEEN	SD	57402 605 2253552
GENERAL OFFICE PRODUCTS CO (INC)	4521 HIGHWAY 7	MINNEAPOLIS	MN	55416 952 9257500
ENCOMPASS TEXTILES & INTERIORS	615 MACON ST	MC DONOUGH	GA	30253 651 6466600 (MN)

INTEREUM INC	9800 8th AVENUE NORTH	PLYMOUTH	MN	55441 763 4173300
NORTHERN BUSINESS PRODUCTS	2326 W SUPERIOR ST	DULUTH	MN	55806 218 7260167
SENIOR LIFESTYLE DESIGN LLC	3116 FAIRVIEW AVENUE NORTH	ROSEVILLE	MN	55113 651 6316300
JBG DESIGN & DEVELOPMENT	1107 HAZELTINE BLVD STE 200	CHASKA	MN	55318 952 3618080
LAURIE PEARSON DESIGN LLC	5486 FEATHER CT	SAINT PAUL	MN	55110 651 4260742
ALTERNATIVE BUSINESS FURNITURE INC	6533 FLYING CLOUD DR #800	EDEN PRAIRIE	MN	55344 952 9377688
HANNAHERS INC	3803 MAIN AVE	FARGO	ND	58103 701 2777222
IMPACT INTERIORS GROUP INC	13355 10TH AVE N STE 108	PLYMOUTH	MN	55441 612 2765490
BURGHHER OFFICE EQUIPMENT CO	101 E CHESTNUT ST	VIRGINIA	MN	55792 218 7492661
PROFILLMENT LLC	14396 OAKGREEN CIRCLE	AFTON	MN	55001 316 2607910
LILU INTERIORS INC	275 MARKET ST STE 546	MINNEAPOLIS	MN	55405 612 3543271
ATMOSPHERE COMMERCIAL INTERIORS LLC	81 SOUTH 9TH ST STE 350	MINNEAPOLIS	MN	55402 612 3430868
ANTON GROUP LLC	226 NORTH COLFAX AVE STUDIO 103	MINNEAPOLIS	MN	55405 612 3413151
CONLEY DESIGN/CONLEY 360 LLC	7100 NORTHLAND CIRCLE NORTH	MINNEAPOLIS	MN	55428 612 4708600
SIMPLY DESIGNED	1080 95TH AVE NW	COON RAPIDS	MN	55433 612 7300960
COMMERCIAL FURNITURE SERVICES INC	4301 HWY 7 STE 200	ST LOUIS PARK	MN	55416 952 9226683
CFS INTERIORS & FLOORING	940 APOLLO RD STE 110	EAGAN	MN	55121 651 6818100
MYSTIC LK HOTEL & LITTLE SIX CASINO	2400 MYSTIC LAKE BLVD	PRIOR LAKE	MN	55372 952 4967355
CONSILIUM ASSOC/SONUS INTERIORS INC	6325 SANDBURG RD SUITE 800	GOLDEN VALLEY	MN	55427 763 5570720
MAYO FOUNDATION	DEPT 10000	ROCHESTER	MN	55905 507 2665551
INNOVATIVE OFFICE SOLUTIONS LLC	151 EAST CLIFF ROAD	BURNSVILLE	MN	55337 952.808.9900
FULL CIRCLE HEKMAN CONTRACT SALES	4022 S HOLBROOK	TEMPE	AZ	85282 480-225-9144 C#
GOEBEL INTERIORS (LLC)	3050 N COUNTRY CLUB ROAD	TUCSON	AZ	85716 520 3236620
THOMA-HOLEC DESIGN LLC <CONTRACT>	7255 E HAMPTON AVE #112	MESA	AZ	85209 480 6719307
GOODMANS INTERIOR STRUCTURES	1400 E INDIAN SCHOOL RD	PHOENIX	AZ	85014 602 2631110
TRANSACT COMMERCIAL INTERIORS	2034 NORTH 3RD STREET	PHOENIX	AZ	85004 602 2513838
CREATIVE INTERIORS INC	1030 AGUA FRIA ST	SANTA FE	NM	87501 505 9833384
LINDA ROBINSON DESIGN & ASSOC LLC	610 SOUTH PARK AVE	TUCSON	AZ	85719 520 6289500
VERDE OFFICE INTERIORS LLC	6749 N CALLE SIN NOMBRE	TUCSON	AZ	85718 520 3435113
SCOTTSDALE PLAZA RESORT LLC	7200 N SCOTTSDALE RD	SCOTTSDALE	AZ	85253 480 9485000
DANA STRINGER INTERIORS LLC	5801 B-C ACADEMY RD NE	ALBUQUERQUE	NM	87109 505 8832701
CONTOURLINE NW HK CONTRACT SALES	10187 NE GARIBALDI LP	BAINBRIDGE ISLAND	WA	98110 206-856-7643 ROBERT
TOUCHMARK LIVING CENTERS INC	5150 SW GRIFFITH DR	BEAVERTON	OR	97005 503 6465186
HILL DEVINE DESIGN & SUPPLY INC	7925 SE LAKE ROAD	MILWAUKIE	OR	97267 503 7229141
GENERATIONS CONSTRUCTION LLC	8601 SE CAUSEY AVE	PORTLAND	OR	97086 503 6520750
CHATEAU RETIREMENT COMMUNITIES	17543 102ND AVENUE NE	BOTHELL	WA	98011 425 4882400
OFFICE PAVILION	50 SOUTH BERETANIA ST STE C-208B	HONOLULU	HI	96813 808 5992411
DEEDEE HAZEN INTERIORS	556 NW VIEW RIDGE WAY	CAMAS	WA	98607 503 7019686
JEA INTERIOR DESIGN LLC	5101 NE 82ND AVE SUITE 200	VANCOUVER	WA	98662 360 2549442
ONESOURCE OFFICE INTERIORS INC	2950 NW YEON AVE	PORTLAND	OR	97210 503 2273148

HATCH PURCHASING CORPORATION	2908 25TH AVENUE WEST	SEATTLE	WA	98199	206 3233888
LINDA MEYER INTERIOR DESIGN	6421 112TH AVE SE	NEWCASTLE	WA	98056	425.941.2520 CELL
JSK DESIGN	111 MARKET ST NE SUITE 200	OLYMPIA	WA	98501	360 8671900
MYHRE GROUP ARCHITECTS INC	620 SW 5TH AVE STE 500	PORTLAND	OR	97214	503 2366000
CASCADE LIVING GROUP INC(*)	19119 NORTH CREEK PARKWAY STE 102	BOTHELL	WA	98011	425 4089141
COLUMBIA-PACIFIC ADVISORS LLC	1910 FAIRVIEW AVE E #200	SEATTLE	WA	98102	206 7289063
PACIFIC CATARACT & LASER INSTITUTE	P O BOX 1506	CHEHALIS	WA	98532	360 7488632
WHOLESALE COMMERCIAL INTERIORS INC	6800 SW 105TH STE 101	BEAVERTON	OR	97008	503 4690505
CONTRACT INTERIORS LLC	2859 22ND ST SE STE 100	SALEM	OR	97302	503 3717821
SOUTHERN KNIGHTS MEMORY CARE	27919 JOHNSON RD	TOMBALL	TX	77375	541 6861119
COMMERCIAL OFFICE INTERIORS LLC	2601 4TH AVENUE SUITE 700	SEATTLE	WA	98121	206 4487333
SECHRIST DESIGN	5819 6TH AVE SOUTH	SEATTLE	WA	98108	206 7231147
SCRIBER GARDENS LLC	6024 200TH ST SW	LYNNWOOD	WA	98036	425 6737111
MOMENTUM PROCUREMENT GROUP INC	P O BOX 877	GLADSTONE	OR	97027	503 5972007
ELEMENTS OF HOSPITALITY INC	655 FRONT ST SUITE 3	LYNDEN	WA	98264	360 3546951
DEC DEN INTS/CHRISTINA JOHNSON	16523 SE 147TH ST	RENTON	WA	98059	425 4301240
BPA FURNITURE GROUP LLC	23-25 SPRING ST SUITE 103	OSSINING	NY	10562	914-944-0266
WB MASON/BROCKTON MA	P O BOX 111	BROCKTON	MA	2303	508 436 1213
MDA DESIGN LTD	182 PARK AVENUE	AMITYVILLE	NY	11701	631 5980092
BFI / BUSINESS FURNITURE INC	133 RAHWAY AVENUE	ELIZABETH	NJ	7202	908 3553400
ARENSON OFFICE FURNISHINGS INC	1115 BROADWAY 6TH FLOOR	NEW YORK	NY	10010	212.633.2400
STAPLES BUSINESS INTERIORS	PO BOX 102422	COLUMBIA	SC	29224	866 3879873
CMF BUSINESS SUPPLIES INC	3622 KENNEDY RD	SOUTH PLAINFIELD	NJ	7080	908 7530800
EVENSONBEST	641 AVENUE OF THE AMERICAS	NEW YORK	NY	10011	212 5498000
ISLAND ARCHITECTURAL WOODWORK INC	31 HOWARD PLACE	RONKONKOMA	NY	11779	631 7370020
ALTERNATE RESOURCES (NY) INC	250 EAST HARTSDALE AVE	HARTSDALE	NY	10530	914 7131001
ALLSTATE MEDICAL LLC	34 - 35TH TREET	BROOKLYN	NY	11232	718 3697100
PATERSON DESIGN	1167 EAST 26TH STREET	BROOKLYN	NY	11210	718 2524300
DANCKER SELLEW & DOUGLAS INC	291 EVANS WAY	SOMERVILLE	NJ	8876	908 2311600
BSD CARE / TWIN MED LLC	11333 GREENSTONE AVE	SANTA FE SPRINGS	CA	90670	718 7055005 (NY OFF)
OLI/OFFICES LTD INC	1501 BROADWAY SUITE 802	NEW YORK	NY	10036	212 7049848
CORILAM	PO BOX 361	KERNERSVILLE	NC	27285	336 9933511

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

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

OFFERER: HEKMAN CONTRACT
(Name of Corporation)

Timothy G. Finnema certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

CHRIS SILGUERO
(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

DIRECTOR OF SALES
(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 if available

[Signature]
SIGNATURE

3/18/20
DATE

WARRANTY & FREIGHT POLICIES

This Hekman Contract Warranty is our quality product promise and a performance commitment to our customers.

WARRANTY:

Hekman Contract products are warranted to be free from defects in material and workmanship from the date of purchase for a period of ten years. This warranty specifically excludes fabrics, vinyl, “customer’s own material” and other textile materials. This warranty does not include damage to product or components resulting from abuse, accident, alteration, climatic/environmental conditions, damage resulting from normal wear and tear, misuse, or unauthorized repair. Hekman Contract does not warrant natural variations in wood grain or changes in surface finishes due to aging or exposure to light. This warranty extends only to the original purchaser. Hekman Contract will repair or replace at its option the product or component.

- Dining chairs are warranted for two years.
- Casters are warranted for three years.
- Back cushions are warranted for one year.
- Seat cushions are warranted for five years.
- Swivel, rocker, and glider mechanisms are warranted for one year.
- Power recliner mechanisms are warranted for one year.
- Healthcare casegoods are warranted for three years.
- Thermofoil tops are warranted for three years.
- Floor clocks are warranted for two years.
- All other clocks are warranted for one year.
- TV consoles and home storage cabinets are warranted for one year.
- In-stock collections are warranted for one year.

MERCHANTABILITY:

Hekman Contract makes no representations regarding the merchantability or fitness for a particular purpose for any product. The purchaser assumes all responsibility for the determination of suitability for intended use.

FREIGHT DAMAGE:

By accepting our product for shipment, the carrier acknowledges that the product is in First Class condition. By signing (or someone else signing on your behalf) to accept the shipment, you acknowledge that the product has been received in the same First Class condition as shipped. If the carton is crushed or otherwise damaged, instruct the driver to note the damage on the freight bill and file a claim immediately with the carrier. For your protection, we suggest that you inspect all merchandise at the time of delivery, before signing the Bill of Lading. When you or your representative signs the Bill of Lading without noting any damage, shortages or exceptions, you accept and own the merchandise, as delivered.

CONCEALED FREIGHT DAMAGE:

Should damage be discovered after delivery, you (the consignee) are responsible for filing a written Concealed Damage Claim with the carrier, requesting the carrier to make an inspection and create a damage report.

This must be done within 5 days after the delivery date. Filing this claim is your responsibility, however, we will help you with the process and act as your advocate in reaching a satisfactory resolution with the carrier.

SHIPPING:

Prices are FOB origin; CONUS (not inside delivery). Hekman Contract will determine the best method and carrier. All orders will be shipped complete unless otherwise indicated. Hekman Contract is not liable for any delays or failure to deliver by the carrier.