

TIPS VENDOR AGREEMENT

Between Nightingale Corp 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 tipspo@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 Nightingale Corporation

Address 2301 Dixie Road

City Mississauga State ON Zip L4Y 1Z9

Phone 1-800-363-8954 x303 Fax 1-800-637-6784

Email of Authorized Representative anna@nightingalechairs.com

Name of Authorized Representative Anna Marto

Title Bid Manager and Sales Support

Signature of Authorized Representative *Anna Marto*

Date *April 13, 2020*

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

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

**Nightingale Corp.
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

Nightingale Corp. Information

Address: 2301 Dixie Road
Mississauga, ON L4Y 1Z9
Canada
Phone: (800) 363-8954
Fax: (800) 637-6784
Toll Free: (800) 363-8954

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

Anna Marto

Signature

Submitted at 4/13/2020 1:52:24 PM

anna@nightingalechairs.com

Email

Requested Attachments

Vendor Agreement

200301 Vendor Agreement.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

200301 Agreement_Signature_Form_Nightingale.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

200301 Pricing_form_1_Nightingale Corp.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

200301 Pricing_form_2_Nightingale.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

TIPSCopy of references_Nightingale.xls

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

USA_Pricer_2019.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**

TIPSCopy of resellers-dealers _March26.xls

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

Nightingale Warranty Policy.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

About Nightingale Manufacturer.pdf

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

Certificates.pdf

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**

No response

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**

Certificaton of Corporate Offeror.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

Confidentiality Form.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="No response"/>
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="Nightingale Corporation , 2301 Dixie Rd Mississauga ON Canada . L4Y 1Z9"/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Anna Marto"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Manager Bid Desk and Sales Support"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="anna@nightingalechairs.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="1-800-363-8954 x303"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="1-800-637-6784"/>	

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

12	Secondary Contact Name Secondary Contact Name
<input type="text" value="Egon Szenttamasy"/>	

13	Secondary Contact Title Secondary Contact Title
<input type="text" value="VP Commercial Sales"/>	

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

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="1-800-363-8954 ext 239"/>	

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="1-800-637-6784"/>	

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

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

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

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="1-800-363-8954x 220"/>
-----------	---

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Customer Care DEPT"/>
-----------	---

22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="customercare@nightingalechairs.com"/>
-----------	--

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="1-800-363-8954 ext 237"/>
-----------	---

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

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="98-0383583"/>
-----------	---

26	Primary Address Primary Address <input type="text" value="2301, DIXIE ROAD"/>
-----------	--

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

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

29	Primary Address Zip Primary Address Zip <input type="text" value="l4y1z9"/>
-----------	--

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="CHAIRS, SEATING, FURNITURE , GOVT SEATING, CLASSROOM SEATING , LOUNGE 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? <p>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.</p> <p>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?</p> <input type="text" value="Yes"/>
----------------------	--

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. <input type="text" value="Yes"/>
----------------------	---

3 3	Company Residence (City) Vendor's principal place of business is in the city of? <input type="text" value="Mississauga"/>
----------------------	--

3 4	Company Residence (State) Vendor's principal place of business is in the state of? <input type="text" value="ON"/>
----------------------	---

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.

4
0

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.

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?

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?

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.

50 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.

51 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
5

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?

58 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?

59 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.

60 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**

5

6
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?

6
9 **Infringement(s) Explanation of No Answer**

7
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.

7
1

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?

7
2

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

**7
6** **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)

**7
7** **Solicitation Deviation/Compliance**

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

**7
8** **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.

**7
9** **Agreement Deviation/Compliance**

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

**8
0** **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.

**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

**8
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.

Resellers - Dealers- TIPS 2020

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax
AI CORPORATE INTERIORS	3017 SECOND AVE. S.	BIRMINGHAM	AL	35233			205.871.4599	866-533-9064
LINDSEY OFFICE FURNISHINGS	2223 FIRST AVE. NORTH	BIRMINGHAM	AL	35203			205.795.4942	205-795-4942
OFFICE ENVIRONMENTS	PO BOX 19986 1827 1ST AVE. N; STE 101	BIRMINGHAM	AL	35203		Customerservice@officenvironments.com	205.443.8300	205-930-0386
OFFICE INTERIORS BY OSCO	229 GRANT STREET S.E.; P.O. BOX 3047	DECATUR	AL	35601			256.340.5100	256-340-5108
SPUR PLANTATION, LLC	413 STONEYBROOKE WAY	MONTGOMERY	AL	36117		TRACYMCPHERSON@BELLSOUTH.NET	334.399.4792	
SHARP OFFICE SUPPLY & FURN.	1095 HWY 62/412; PO BOX 250	ASH FLAT	AR	72513		SHARPOFFICE@CENTURYTEL.NET	870.997.7125	870-994-7110
HUBBLE-MITCHELL & ASS. INC. (HMI)	P.O. BOX 3892	LITTLE ROCK	AR	72203-3892			501.312.2700	501-227-4301
INNERPLAN, INC.	7001 INNERPLAN DRIVE	NORTH LITTLE ROCK	AR	72113			501.371.0300	501-372-3838
INNOVATIVE BUSINESS FURN	3837 ELM SPRINGS RD, STE B; P.O. BOX 7540	SPRINGDALE	AR	72766			479.872.2100	479-872-2101
LAHARPE'S OFFICE FURN	P.O. BOX 3817	LITTLE ROCK	AR	72203			501.372.6684	501-372-3760
AWE CORPORATE INTERIORS	1710 E INDIAN SCHOOL RD.; SUITE 104	PHOENIX	AZ	85016			602.841.7480	602-841-7139
FACILITEC - TUCSON BUSINESS INTERIORS	305 SOUTH EUCLID AVE #107	TUCSON	AZ	85719			520.620.1555	520-620-0503
GOODMANS INTERIOR STRUCTURES	P.O. BOX 13289	PHOENIX	AZ	85002			602.263.1110	602-263-0624
SOUTHWEST PARTITIONS AND OFFICE INTERIORS	4600 N 7TH AVE.	PHOENIX	AZ	85013			602.274.0214	602-277-9512
AAA BUSINESS SUPPLIES&INT	325 MENDELL STREET	SAN FRANCISCO	CA	94124			800.821.4430	415-821-2601
CREST OFFICE FURNITURE	2840 N.LIMA ST. UNIT 100	BURBANK	CA	91504			818.333.3160	818-333-3171
IOS-INTERIOR OFFICE SOLUTION	17800 MITCHELL NORTH	IRVINE	CA	92614			310.726.9067	949-724-9449
WESTERN OFFICE INTERIORS	500 CITADEL DR.; SUITE 250	COMMERCE	CA	90040			323.272.1800	323-271-1801
B&M CONSTRUCTION, INC.	P.O.BOX 16044	COLORADO SPRINGS	CO	80935			719.577.4550	719-577-4560
BC INTERIORS	3390 VALMONT ROAD	BOULDER	CO	80301			303.443.3666	303-443-0406
INTERIOR RESOURCE GROUP	402 WEST MOUNTAIN AVE.	FORT COLLINS	CO	80521			970.215.9191	970-484-0706
RMRM INC (DBA RMRM BUSINESS ENV).	520 NICHOLS BLVD	COLORADO SPRINGS	CO	80907			719.473.4040	719-473-6669
EHRlich GROUP LLC	2 ESATVIEW DR,	FARMINGTON	CT	6032			860.678.0111	860-677-6526
DELAWARE SCHOOL & OFFICE	P.O. BOX 5046	WILMINGTON	DE	19808			302.996.0652	302-996-0692
EFFICIENT OFFICE SOLUTION	117 J & M DRIVE	NEW CASTLE	DE	19720			302.326.0660	302-326-0902
EXECUTIVE OFFICE FURN INC	241 E HARRISON STREET	TALLAHASSEE	FL	32301			850.224.9476	850-224-8768
HOLMES & BRAKEL INT'L INC	3901 COCONUT PALM DRIVE; SUITE 102	TAMPA	FL	33619			904.538.9883	904-538-0578
IFS - INTEGRATED FACILITY SYSTEMS	629 WEST BREVARD ST	TALLAHASSEE	FL	32304			850.536.0888	850-536-0890
J.C. WHITE OFFICE FURN	3501 COMMERCE PARKWAY	MIRAMAR	FL	33025			954.499.6677	954-499-6678
AUGUSTA BUSINESS INTERIOR	3127 DAMASCUS RD-STE G	AUGUSTA	GA	30909			706.737.3014	706-737-9484
CWC	4343 NORTHEAST EXPRESSWAY	ATLANTA	GA	30340			800.292.8220	770-491-6374
DEKALB OFFICE ENVIRONMENTS	1320 RIDGELAND PARKWAY	ALPHARETTA	GA	30004			770.360.0200	770-360-0305
MCGARITY'S BUSINESS PROD	870 GROVE STREET S.W.	GAINESVILLE	GA	30501			770.536.9852	770-534-7316
INTELLIGENT DESIGN	1104 5 AVE.	GRINELL	IA	50112			641.236.6686	641-236-5553
FROHWEIN CONTRACT INTERIORS DESIGN	218 2ND ST; HWY 6 WEST	CORALVILLE	IA	52241			319.338.3135	319-338-7484
PHELAN'S INTERIORS	728 3RD AVE S.E.	CEDAR RAPIDS	IA	52401			319.363.9634	319-362-2163

INTERSTATE OFFICE SUPPLY	1207 NORTH 4TH STREET	COEUR D'ALENE	ID	83814			208.664.3118	208-667-4926
DESKS INC	600 WEST FULTON STREET; SUITE 200	CHICAGO	IL	60661			312.334.3375	312-334-3333
HENRICKSEN & COMPANY INC.	1101 West Throntdale Ave.	ITASCA	IL	60143			630.250.9090	630-250-9112
OEC BUSINESS INTERIORS	900 N CHURCH ROAD	ELMHURST	IL	60126-1014			630.589.5500	630-589-5637
OM WORKSPACE	1590 1ST. AVE.	OTTAWA	IL	61350			630.864.5716	585-697-0701
AREA 4 OFFICE FURN (DBA)	NOSTAW CO INC	INDIANAPOLIS	IN	46268			317.872.3168	317-872-3169
BUSINESS FURNISHINGS LLC	4102 MEGHAN BEELER COURT	SOUTH BEND	IN	46628			574.243.3255	574-243-3266
CORPORATE DESIGN	1419 W LLOYD EXPRESSWAY	EVANSVILLE	IN	47710			812.421.2245	812-422-3413
INTRASCAPE INC	1401 BROADWAY; BOX 5387	FORT WAYNE	IN	46802			260.420.5387	260-420-5378
BA Design LLC	4119 SW SOUTHGATE DRIVE	TOPEKA	KS	66609			785.267.8100	785-266-8116
DESIGN CENTRAL	152 SOUTH FIFTH STREET	SALINA	KS	67401			785.825.4131	785-825-4778
SCOTT RICE OFFICE INTERIORS	224 E DOUGLAS AVE,STE 100	WICHITA	KS	67202			316.771.5731	316-264-8853
SYMAR INSTALLATIONS INC	1960 FOXRIDGE DRIVE	KANSAS CITY	KS	66106			913.236.4441	913-236-4442
HURST OFFICE SUPPLIERS (IS)	257 E. SHORT STREET	LEXINGTON	KY	40507			859.255.4422	859-231-0864
ID & A INC	1700 SOUTH 5TH STREET	LOUISVILLE	KY	40208			502.562.9255	502-562-9270
KDA - KEITH DANIEL & ASSOCIATES	519 HAMPTON WAY; SUITE 2	RICHMOND	KY	40475			859.626.9820	859-626-0770
LPT DESIGN, LLC	56 SUMMERTREE COURT	NICHOLASVILLE	KY	40356			859.267.8962	859-335-5496
DKI OFFICE SOLUTIONS	5530 JEFFERSON HWY	HARAHAN	LA	70123			504.734.8424	504-733-7858
AFFORDABLE INTERIOR SYSTEMS	4 BONAZZOLI AVE	HUDSON	MA	01749			978.562.7500	978-562-9701
CMM INTERIORS	420 BOSTO TURNPIKE	SHREWSBURY	MA	1545			508.420.0926	508-842-0616
CREATIVE OFFICE PAVILION	1 DESIGN CENTER PLACE; STE 734	BOSTON	MA	02210			617.956.4164	617-426-6541
PEABODY OFFICE FUR	234 CONGRESS STREET	BOSTON	MA	02110			617.542.1902	617-542-2741
DOURON INC.	10 PAINTERS MILLS ROAD	OWINGS MILLS	MD	21117			800.533.1296	410-363-1659
MOI INC.- MARYLAND OFFICE INTERIORS	2923 LORD BALTIMORE DRIVE	BALTIMORE	MD	21244			410.265.5600	410-265-5699
PBI INC	115 WEST ST., STE 301	ANNAPOLIS	MD	21401			410.280.3500	410-280-3974
RUDOLPH'S OFFICE & COMPUTER SUPPLY	5020 CAMPBELL BLVD; STE C	BALTIMORE	MD	21236			410.931.4150	410-931-4158
WILHIDE DRAPERIES, INC.	1900 LIGHT STREET	BALTIMORE	MD	21230			410.837.0909	410-837-0923
CREATIVE OFFICE PAVILION	15 FRANKLIN STREET	PORTLAND	ME	04101			207.775.7100	802-660-7007
AIREA INC	23231-B INDUSTRIAL PK DR	FARMINGTON HILLS	MI	48335			248.426.0100	248-426-5500
AMERICAN INTERIORS	30553 S WIXOM RD. STE 200	WIXOM	MI	48393			248.624.2255	248-624-7755
CREATIVE OFFICE INTERIORS	21719 HARPER AVE, STE A	ST CLAIR SHORES	MI	48080			586.445.6155	586-445-6164
GREAT LAKES INT.	207 BON AIR ROAD	LANSING	MI	48917			517.204.6909	517-484-9606
BECKLEYS INC.	125 WOODLAKE DR. S.E.	ROCHESTER	MN	55904			507.282.8659	507-282-9419
INNOVATIVE OFF.SOLUT.INC	151 EAST CLIFF ROAD	BURNSVILLE	MN	55337			952.808.9900	952-894-7153
NORTHERN BUSINESS PROD	2326 WEST SUPERIOR STREET	DULUTH	MN	55806			218.726.0167	218-726-1023
SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 NORTH BROADWAY	ROCHESTER	MN	55906			507.536.3443	507-282-7355
GROOMS OFFICE ENVIRONMENT	1285 EAST MONTCLAIR	SPRINGFIELD	MO	65804			417.883.4646	417-883-7215
INDOFF	11816 LACKLAND ROAD	ST. LOUIS	MO	63146			314.997.1122	314-558-9248
INTERIOR DIMENSION	15009 MANCHESTER RD. # 260	BALLWIN	MO	63021			636.386.5300	636-552-5606
SMART BUSINESS INTERIORS	1901 VANDIVER DR.	COLUMBIA	MO	65202-1914			573.474.4057	573-474-3838
BUSINESS MACHINES PLUS INC	1424 GARDNER BLVD	COLUMBUS	MS	39702			662.328.6011	662-328-6041
COMMERCIAL BUSINESS INTERIORS INC (CBI)	6927 U.S. HWY 49 NORTH	HATTIESBURG	MS	39402			601.268.9998	601-268-7860
360 OFFICE SOLUTIONS	P.O.BOX 30598	BILLINGS	MT	59107-0598			406.248.7881	406-248-2108
ALFRED WILLIAMS & CO	410 S.SALISBURY ST.; SUITE 200	RALEIGH	NC	27601			919.832.9570	919-832-7626

BARNHILL CONSTRUCTION	2311 N MAIN ST.	Tarboro	NC	27886			252.823.1021	252-823-0137
CONTRAK, LLC	P.O. BOX 814	CLAYTON	NC	27528-0814			919.553.9006	919-553-6264
FORMS & SUPPLY INC	6410 ORR ROAD; P.O. BOX 563953	CHARLOTTE	NC	28256			704.598.8971	704-598-8917
BUSINESS ESSENTIALS	205 EAST MAIN AVENUE	WEST FARGO	ND	58078			701.282.6570	701-282-8870
GAFFANEY'S OF GRAND FORKS	1809 13TH AVENUE NORTH	GRAND FORKS	ND	58201			701.746.6466	701-746-0737
GAFFANEY'S OF MINOT, INC	416 20TH AVENUE S.E.	MINOT	ND	58702			701.852.3381	701-852-8953
GAFFANEY'S OF WILLISTON	P.O BOX 910	WILLISTON	ND	58802			701.572.6381	701-572-1036
ALL MAKES OFFICE EQUIP CO	2558 FARNAM STREET	OMAHA	NE	68131			402.341.2413	402-977-3059
AOI CORPORATION	8801 S. 137TH CIRCL	OMAHA	NE	68138-3455			402.896.5520	402-896-9445
EAKES OFFICE PLUS	617 W 3RD ST ; PO BOX 2098	GRAND ISLAND	NE	68801-5946			308.382.8026	308-382-7401
IJM OFFICE INNOVATORS	PO BOX 356 83 LAFAYETTE RD. SUITE 1	HAMPTON FALLS	NH	03844			603.601.6660	603-601-7285
EVOLVE TECHNOLOGIES CORP	7 INDUSTRIAL WAY	SALEM	NH	03079			888.315.9007	603-894-0074
BUSINESS ENVIRONMENTS	5351 WILSHIRE AVE.N.E.	ALBUQUERQUE	NM	87113			505.888.4400	505-889-9146
DALVEY BUSINESS ENVIRONMENTS	5173 S EASTERN AVE	LAS VEGAS	NV	89119-2304			702.740.4000	702-740-4418
FUSCH COMMERCIAL INTERIOR	6415 S. TENAYA WAY-STE145	LAS VEGAS	NV	89113			702.202.4227	702-202-1237
OFFICE SUPPLIERS	3220 E. CHARLESTON BLVD	LAS VEGAS	NV	89104			702.457.6387	702-457-0716
LANE OFFICE FURNITURE INC	205 LEXINGTON AVE	NEW YORK	NY	10016			212.233.4100	212-693-2124
EMPIRE OFFICE INC	105 MADIDSON AVENUE 15TH FLOOR	NEW YORK	NY	10016			212.607.5500	212-607-5650
FM OFFICE EXPRESS (D.B.A. FM RESOURCES)	ONE WOODBURY BLVD	ROCHESTER	NY	14604			585.238.8888	585-238-2899
APG OFFICE FURNISHINGS	12075 NW BLVD - STE 100	CINCINNATI	OH	45246-1228			513.621.9111	513-346-2660
CONTINENTAL OFFICE ENVIRONMENTS	2601 Silver Dr.	COLUMBUS	OH	43211			614.262.8088	614-262-1874
INNOVATIVE OFFICE SOLUTIONS INC	8016 INDUSTRIAL DRIVE	MARIA STEIN	OH	45860			419.925.5433	419-925-0311
LOTH INC	3574 EAST KEMPER RD	CINCINNATI	OH	45241			513.554.8752	513-554-8700
MACMILLAN OFFICE SUPPLY	553 EAST STATE STREET	SALEM	OH	44460-0103			330.337.9521	330-337-1035
MCNERNEY & SON INC	6970 MCNERNEY ROAD	NORTHWOOD	OH	43619			419.666.0200	419-666-9500
SALEM OFFICE SUPPLY (IS)	4604 SALEM AVE	DAYTON	OH	45416			937.274.0900	937-274-4089
ADMIRAL EXPRESS INC	1823 N YELLOWWOOD AVE	BROKEN ARROW	OK	74012			918.249.4000	918-249-4087
OFFICE INTERIORS LLC	614 W. Sheridan Ave.	OKLAHOMA CITY	OK	73102			405.604.9080	405-604-9088
SOUTHWESTERN STATIONERY	BOX 18697; 4500 N SANTA FE	OKLAHOMA CITY	OK	73118			405.525.9411	405-556-9000
WARREN PRODUCTS INC	1233 SOVEREIGN ROW	OKLAHOMA CITY	OK	73108			405.947.5676	405-943-3660
FACILITY RESOURCE INC	110 S.E. TAYLOR STREET	PORTLAND	OR	97214			503.924.2400	503-924-2401
OFFICE TRENDS INC	7327 S.W. BARNES ROAD; SUITE 724	PORTLAND	OR	97225			503.715.5858	503-292-5794
SMITH CFI	620 NE, 19TH AVE. BOX 2719	PORTLAND	OR	97232			503.226.4151	503-226-9233
SOUTHWEST OFFICE SUPPLY INC.	3205 NW YEON AVE.	PORTLAND	OR	97210			503.241.1921	503-241-8670
BENJAMIN ROBERTS LTD	240 NORTH PRINCE ST.	LANCASTER	PA	17603			717.291.1001	717-392-0111
BULLDOG OFFICE PRODUCTS	500 GLASS ROAD	PITTSBURGH	PA	15205			412.489.8122	412-787-3180
CORPORATE FACILITIES INC	2129 CHESTNUT STREET	PHILADELPHIA	PA	19103			215.279.9999	215-279-9445
TOTAL OFFICE INTERIORS	527 PLYMOUTH RD, STE 401	PLYMOUTH MEETING	PA	19462			610.828.3808	610-828-3952
ALFRED WILLIAMS & COMPANY	1050 SHOP RD - STE C	COLUMBIA	SC	29201			803.767.4223	803-256-6690
AMERICAN PEN AND PANEL	P.O. BOX 36276	ROCK HILL	SC	29732			803.324.0544	803-324-0548
CONNECTING ELEMENTS INC	1313 ROSEWOOD DRIVE; PO BOX 11318	COLUMBIA	SC	29201			803.779.3442	803-779-3409
LORICK OFFICE PRODUCTS (NPD)	910 WASHINGTON STREET	COLUMBIA	SC	29201			803.252.5380	803-799-2342
BROWN & SAENGER	P.O. BOX 84040	SIOUX FALLS	SD	57118			605.336.1960	605-336-1961
OFFICE PEEPS	807 S. Broadway	Watertown	SD	57201			605.886.6488	605-886-6807

VALLEY OFFICE PRODUCTS	110 S MAIN ST	MILBANK	SD	57252				605.432.5536	605-432-5575
FACILITY PLANNERS INC	1901 21ST AVE S.; P.O. BOX 128485	NASHVILLE	TN	37212				615.885.3300	615-885-2500
OFFICE MACHINE & SUPPLY	619 SHELBY STREET	BRISTOL	TN	37620				423.968.1373	423-652-2815
SMART FURNITURE, INC.	430 MARKET STREET	CHATTANOOGA	TN	37402				423.267.7270	650-618-8585
AMERICAN CAMPUS COM.	805 LAS CIMAS PKWY; SUITE 400	AUSTIN	TX	78746	michelle cha	MCHANCEY@STUDENTHOUSING.COM		512.732.1067	512-732-2944
OFFICE DEPOT TRADE	P.O. BOX 982212	EL PASO	TX	79998				561.438.7574	561-438-4801
ABLES LAND INC.	P.O.BOX 7933	TYLER	TX	75711			CODY@ABLESLAND.COM	903.593.8407	903-593-8546
BKM TOTAL OFFICE OF TEXAS	9755 CLIFFORD DR., #100	DALLAS	TX	75220			ccasanova@bkmtexas.com	214.902.7200	214-902-7201
CHARTER FURN OF TEXAS INC	PO BOX 796006	DALLAS	TX	75379				972.35.3411	972-385-0621
EDGE OFFICE PRODUCTS	1909 JUDSON ROAD	LONGVIEW	TX	75605			SPELOQUIN@EDGEOP.COM	903.758.0777	903-758-0838
ERGOPRISE/PERIPHERAL LOGIX LLC	15303 FLAMINGO DR.S STE A	AUSTIN	TX	78734	Stephanie G	SGILBERT@ERGOPRISE.COM		512.275.6300	512-597-8513
FACILITY INTERIORS INC	6100 W. Plano Parkway, Suite 1400	Plano	TX	75093			sdesjardins@glsc.com	214.556.4770	214-556-4639
G.L. SEAMAN & COMPANY	2624 Weisenberger Street	FORT WORTH	TX	76107				817.336.5400	817-852-6668
HUDSON BLUEPRINT INC	1007 5TH STREET	WICHITA FALLS	TX	76301				800.346.9435	940-723-8644
INTEGRITY FURNITURE	P.O. BOX 6523	LONGVIEW	TX	75608			PHIL@INTEGRITYFURNITURE.COM	903.663.3450	903-663-2040
INTELLIGENT INTERIORS INC	16837 ADDISON RD.-STE 500	ADDISON	TX	75001			sbahr@iispaces.com	972.716.9979	972-980-1661
WRG Texas	2639 East Rosemeade Pkwy	CARROLLTON	TX	75007				972.446.9100	972-446-1209
PLANO OFFICE SUPPLY CO	1405 East Plano Parkway	PLANO	TX	75074			tomi@planoofficesupply.com	972.424.8561	972-422-9936
Royer Commercial Interiors	3100 West 7th Street, Suite 200	FORT WORTH	TX	76107			Mare@royer-furn.com	817.332.5424	817-429-7023
SCOTTS FURNITURE & DESIGN	3538 CLARE DRIVE	SAN ANGELO	TX	76904	DAN SCOTT	dans@wcc.net		325.895.0126	325-655-6040
SPEED PRINTING OF CONROE	1105 W. DALLAS ST	CONROE	TX	77301	BRAD HAYES	BRAD@SPEEDPRINTING.NET		936.539.2248	936-539-2259
THE HUMAN SOLUTION, LLC	2139 WEST ANDERSON LANE	AUSTIN	TX	78757		CONFIRM@THEHUMANSOLUTION.COM		512.697.9330	
THE SPENCER COMPANY	150 Turtle Creek Blvd, Suite #205	DALLAS	TX	75207				214.720.0345	214-720-7708
WILSON OFFICE INT-DALLAS	5051 PULASKI STREET	DALLAS	TX	75247			Imeeker@wilsonoi.com	972.488.4100	972-488-8815
WORKPLACE RESOURCE	4400 N.E. LOOP 410	SAN ANTONIO	TX	78218	FRED RODRI	fred.rodriguez@wrstx.com		210.226.5141	210-226-4218
WORKPLACE SOLUTIONS INC	2651 NORTH HARWOOD	DALLAS	TX	75201				214.741.9667	214-741-9669
SW OFFICE DESIGN	2056 SOUTH 160 EAST	OREM	UT	84058				801.800.7002	801-225-4669
INSIDE ELEMENTS LLC (dba WORSACE ELEMENTS)	3003 S HIGHLAND DRIVE	SALT LAKE CITY	UT	84106				801.746.0271	801-665-1871
INTERIOR SOLUTIONS (DBA NATL DESIGN&TRADE NETWORK)	522 SOUTH 400 W	SALT LAKE CITY	UT	84101				801.531.7538	801-531-7545
ALL BUSINESS SYSTEMS & DESIGN	14221-A WILLARD ROAD, SUITE 1100	CHANTILLY	VA	20151				703.631.1200	703-631-3879
BALL OFFICE PRODUCTS	2100 Westmoreland St.	RICHMOND	VA	23230				804.204.1774	804-204-1597
RANDALL BUSINESS INTERIOR	5285 SHAWNEE ROAD ; SUITE 108	ALEXANDRIA	VA	22312				703.642.2506	703-750-3176
TACTICAL OFFICE SOLUTION	2 EATON ST.; SUITE 805	HAMPTON	VA	23669				757.656.6060	757-565-6088
WASHINGTON WORKPLACE	2300 SOUTH 9TH STREET	ARLINGTON	VA	22204				703.979.7835	703-979-7887
ABLE SPACES INC	3223 E CLEVELAND AVE	SPOKANE	WA	99217				509.489.4201	509-489-4201
DUCKY'S OFFICE FURNITURE (FEINSTEIN CORP)	970 DENNY WAY	SEATTLE	WA	98109				206.623.7777	206-623-6060
LEGACY GROUP	820 S.W. 34TH STREET; BLDG W7, SUITE 8	RENTON	WA	98057				206.217.0310	206-217-0231
WORKPOINTE (NPD)	9877 40TH AVENUE SOUTH	SEATTLE	WA	98118				206.774.6850	206-364-0944
BERN OFFICE SYSTEMS	523 W NATIONAL AVE	MILWAUKEE	WI	53204				414.672.8000	414-672-3131
BUBRICKS OFFICE SUPPLY	N115 W 18500 EDISON DRIVE; P.O. BOX 640	GERMANTOWN	WI	53022				262.255.5500	262-255-4695
BUILDING SERVICE INC(BSI)	W222 N630 CHEANEY RD	WAUKESHAE	WI	53186				414.353.3600	414-353-6060

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: NIGHTINGALE CORP
(Name of Corporation)

Gerry Adam certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

ANNA MARTO
(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

MANAGER BID DESK & SALES SUPPDRT
(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

April 13/20
DATE

TIPS RFP # 200301

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Nightingale Corporation

Name of company

Gerry Adam- VP Special Accounts

Printed Name and Title of authorized company officer declaring below the confidential status of material

2301 Dixie Rd

Mississauga

ON L4Y 1Z9

1800-363-8954

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____

Date April 13th 2020

OR -----

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

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

Signature _____

Date April 13th 2020

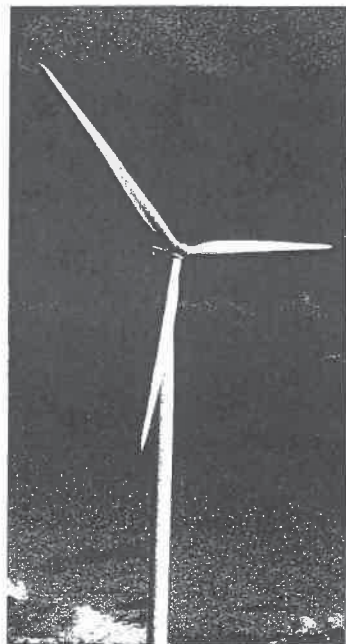


with 100% green electricity
since 2012

Nightingale Corp. - Offices

A handwritten signature in cursive script that reads "Tom Heintzman".

Tom Heintzman
President, Bullfrog Power



NSF International

RECOGNIZES

Nightingale Corp.

Facility: Mississauga, Ontario, Canada

AS COMPLYING WITH level[®] CERTIFICATION
ANSI/BIFMA e3-2014 - FURNITURE SUSTAINABILITY STANDARD
AND ALL APPLICABLE REQUIREMENTS

level[®] 2 Certified

ONLY PRODUCTS APPEARING IN THE NSF OFFICIAL
LISTING ARE NSF CERTIFIED.



the BIFMA sustainability standard

This certificate is the property of NSF International and must be returned upon request. For the most current and complete information, please access NSF's website (www.nsf.org).

January 22, 2016
Certificate # C0111148 - 01L2

Jenny Oorbeck
General Manager - Sustainability



we care.



100% Landfill Free, Wind & Solar Powered Facility.

All products are Level 2 BIFMA, Greenguard, and Greenguard Children & School certified.

We support the Urban Beehive Project.

With our own beekeeper on staff.

We have less than 0.1% warranty rate.

Our products are designed and built right from the start.

We hire to retire.

Our average employee has worked with us for 15.9 years.

We pay on time—every time.

Our average Tier One supplier has been with us for ~25 years.

We have not laid off an employee since 1991.

We are a female empowered company.

58.3% of our company are women.

We offer 12 months of paid maternity & paternity leave.

We have flexible work hours for busy lives.

We also offer 3-weeks standard vacation time with paid sick and personal days.

64.1% of our workforce are visible minorities.

We are a small family-owned company that is 100% debt free.

We have a 250,000 sq ft. factory, and it's all made in North America.

Nothing is off the shelf.

We design and tool every one of our chairs and components.

We have our own certified testing facility.

We have our own Innovation Lab for original designs.

We have our own University to continually train staff, designers, dealers, and customers.

We do hundreds of CEU courses across the country each year.

We were named one of Canada's 50 Best Managed Companies by Deloitte.



NIGHTINGALE'S LIFETIME LIMITED WARRANTY

The Lifetime Limited Warranty applies only for **NIGHTINGALE** products listed herein, and manufactured after January 1st, 2016, and applies to products delivered to customers in Canada and the United States of America.

Under the **NIGHTINGALE** Warranty, all claims must be made within the time period specified herein.

This Warranty begins with the date of purchase from the Nightingale Dealer by the original purchaser, and applies as follows:

- Lifetime Limited: all non-moving metal parts.
- 10 Years: Control mechanisms, casters, pneumatic cylinders, self-skinned urethane parts, and plastic shells.
- 5 Years: Upholsteries.

The NIGHTINGALE Warranty is based on normal use within a normal commercial office setting of single shifts, eight (8) hours per day, five (5) days per week, by individuals of 250 lbs or less.

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and are not considered defects. Nightingale Corp. does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a customer, is not warranted.

The Warranty does not apply to:

- Normal wear and tear over the course of ownership.
- Damage caused by abuse, misuse, accident, or negligence.
- Abnormal use or use within extreme climatic conditions. Normal climatic condition is defined as the temperature and moisture content range for human comfort and health.
- Alterations to or modifications of the product not approved by Nightingale Corp.
- Products not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes; and,
- Damage caused by the carrier-in-transit, which is handled under separate terms.

Compliance with applicable laws, regular codes, certificates, and manufacturing standards are disclaimed if this product is misused, improperly installed, or modified in any respect (including without limitation, any change in fabric or mechanical components affecting stability, load capacity, or load distribution) after shipment from Nightingale Corp.

The NIGHTINGALE Warranty does not cover the cost of transportation or labor, except as noted.

All Warranty claims must be submitted by the Nightingale Dealer that sold the product.

Nightingale Corp. reserves the exclusive and sole right to determine whether a **NIGHTINGALE** seating product is defective in material or workmanship.



In order for Nightingale Corp. to determine whether the Warranty applies, the following information must be supplied to Nightingale Customer Care:

- Original Purchase Order and Purchase Order Date.
- Nightingale Corp. Invoice Number and Invoice Date.
- Product Model Number.
- Reason for claim.
- Please note that Nightingale Corp. may also require that photographs be supplied, clearly depicting the defective part or product. Nightingale reserves the right to deny any Warranty claim that does not include photographs when requested.

Should a Warranty claim be approved by Nightingale, then Nightingale will issue a Warranty Ticket Number to that claim. Nightingale Corp. will then, at its exclusive and sole discretion, apply one of the following remedies:

1. Issue replacement parts only, at no charge and prepaid freight. The cost of transportation and labor is not covered.

- OR -

2. On a **discretionary basis**, Nightingale may determine that replacement parts and more significant labor may be required. Nightingale may authorize the Dealer to carry out the repair either directly or via a bona fide third party approved by Nightingale. All Warranty claims are evaluated on a case by case basis. The following conditions apply:
 - No service work can be performed without prior written approval by an authorized Nightingale Corp. employee.
 - The Warranty policy does not apply to Damage Claims, which are processed separately. Please refer to the Terms and Conditions outlined in the current **NIGHTINGALE** price book, regarding Freight Damage.
 - Nightingale Corp. will only deal with the Dealer directly. Nightingale will not deal with any third party or end user.
 - In order for approval to be given, the Dealer must submit a pro-forma invoice or quotation, based on the average hourly labor rate assigned by Nightingale Corp., as stated below. Once approved, an authorized Nightingale employee will provide written consent to proceed.
 - The Warranty Ticket Number issued upon approval must be indicated on the pro-forma invoice or quotation.
 - If the Dealer chooses to outsource service work to a bona fide third party, then the Dealer must provide a bona-fide invoice or quotation from the third party.
 - For the purposes of the Warranty, Nightingale Corp. has assigned an average hourly wage rate of \$20/hr based on data provided by the Bureau of Labor Statistics (BLS) in the United States, and Statistics Canada (StatsCan) in Canada. Nightingale Corp. will not apply any amount greater than this. Nightingale Corp. reserves the right to adjust the rate without notice.
 - Transportation time for only one employee will be reimbursed unless it is necessary for more than one service technician to perform the service. Transportation costs must be supplied with the pro-forma invoice or quotation. Nightingale Corp. reserves the right to decline



submissions for transportation costs, if they are not within reason. Feedback will be provided with any declined submissions so that the request can be re-adjusted and re-submitted.

- All replacement parts will ship with an assigned Nightingale Acknowledgement Number.
- After service work is performed, the Dealer must submit an invoice. The assigned Warranty Ticket Number and the Acknowledgement Number for the replacement parts must be included on the invoice. Nightingale Corp. will not reimburse any amount greater than the amount provided in the pro-forma invoice or quotation.
- Nightingale Corp. will not reimburse for any service work performed on **NIGHTINGALE** product without prior written consent from Nightingale.

Over and above the description of the claim and any photographs supplied, Nightingale Corp may require that the defective part be returned collect. Nightingale reserves the right to charge for a replacement part, if a defective part is determined to not be covered under Warranty.

Warranty Exception:

- 247-HD, and Sherman (except HD9000DS which is rated to 350lbs only) is warranted for multiple shifts and users up to 450 lbs. Multiple shifts is defined as three (3) shifts, twenty-four (24) hours per day, seven (7) days per week.
- Weight capacity for all task seating only (Legacy, Buddy, Edge, Ergo-Learn, Ultima II, Bear, WXO, EXO, LXO, Ergotech, Bradley, Verona, VXO, IC2, Dany) is increased to 300lbs.
- Weight capacity for CXO and SXO series is increased to 350lbs.
- CXO-TI (“Task Intensive”) and Overtime 6800Dt is warranted for multiple shifts and users up to 350 lbs.
- CXO-HD is warranted for single shifts and users up to 450 lbs.
- Overtime 6800ti is warranted for multiple shifts and users up to 300 lbs. Multiple shifts is defined as three (3) shifts, twenty-four (24) hours per day, seven (7) days per week.
- Nightingale Corp. warrants that the **NIGHTINGALE** products listed above are covered under the **NIGHTINGALE** General Warranty, as stated above. Due to the special application of these products, the following specific Warranty applies:
 - Lifetime: all non-moving metal components.
 - 5 years: Heavy-duty control mechanisms, casters, pneumatic cylinders, self-skinned urethane parts, and plastic shells.
 - 2 years: Upholsteries.

Nightingale Corp. offers no other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Nightingale Corp. shall not be liable for consequential or incidental damages arising from any product defect.