

TIPS VENDOR AGREEMENT

Between Tenjam Associates, LLC. 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 Tenjam

Address 7790 Hastings Road

City Baxter State MN Zip 56425

Phone 855-483-6526 Fax 855-483-6526

Email of Authorized Representative mikec@tenjam.com

Name of Authorized Representative Michael Collins

Title President

Signature of Authorized Representative *Michael Collins*

Date March 10, 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 6/8/2020

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
Tenjam
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

Tenjam Information

Contact: Michael Collins
Address: 7790 Hastings Rd
Baxter, MN 56425
Phone: (678) 777-0034
Email: mikec@tenjam.com

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

Michael Collins

Signature

Submitted at 3/16/2020 5:51:32 PM

mikec@tenjam.com

Email

Supplier Note

Tenjam is currently a vendor on TIPS 170302 Furniture, Furnishings, and Services contract. We did download our current TIPS Reseller list from TIPS and resubmitted this reseller list on a new spreadsheet that isn't in the original format. If for any reason something needs to be reformatted to make it easier for TIPS we will be happy to help. Also, we submitted one pricing spreadsheet and the system required two pricing attachments, so we just added the same exact pricing spreadsheet for both.

Requested Attachments

Vendor Agreement

Tenjam - TIPS 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

Tenjam - TIPS 200301 Vendor Agreement Signature Form.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

Tenjam 2020 pricing - March 2020 - RFP 200301.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

Tenjam 2020 pricing - March 2020 - RFP 200301.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

references TIPS.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

Tenjam - TIPS 200301 Proposed Goods.docx

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. I 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

Tenjam Reseller List from TIPS Website.xlsx

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

Tenjam Session Series Warranty - Updated 2019.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Tenjam - 2020 Session Series Brochure - USA Version.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

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Tenjam Color Logo.jpg

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

No response

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

Tenjam - TIPS 200301 Req Confidential Info Status 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="USA Based manufacturer of furniture engineered for high traffic spaces. Tenjam has been incorporating Recovered Coastal Plastic (RCP) into our Session Series outdoor furniture products since 2015. Tenjam is the first manufacturer to incorporate RCP material into commercial grade furniture."/>
6 Primary Contact Name	Primary Contact Name <input type="text" value="Mike Collins"/>
7 Primary Contact Title	Primary Contact Title <input type="text" value="President"/>
8 Primary Contact Email	Primary Contact Email <input type="text" value="mikec@tenjam.com"/>
9 Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="678-777-0034"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="855-483-6526"/>	

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="678-777-0034"/>	

12	Secondary Contact Name Secondary Contact Name
<input type="text" value="Mary Zablocki"/>	

13	Secondary Contact Title Secondary Contact Title
<input type="text" value="Customer Care Manager"/>	

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

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="855-483-6526"/>	

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="855-483-6526"/>	

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="Mary Zablocki"/>	

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

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="855-483-6526"/>	

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

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

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="855-483-6526"/>	

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

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="81-5193264"/>	

26	Primary Address Primary Address
<input type="text" value="7790 Hastings Road"/>	

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

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

29	Primary Address Zip Primary Address Zip
<input type="text" value="56425"/>	

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.)

Tenjam, school, education, library, outdoor, waterproof, weather proof, washable, durable, safe, colorful, fun, media center, lounge, hallway, learning, furniture, seat, chair, stool, table, stacking, floor, pad, cushion, stackable, stacking, step, tier, social, uv resistant, disinfect, easy cleaning, lightweight, heavy, colorful, recovered coastal plastic, ocean plastic, recycled, recyclable, graffiti resistant, rust proof, children, teen, adult, middle school, elementary, high school, university, college, museum, veterinary, medical, waiting room, guest seating.

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

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

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

32 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.

33 Company Residence (City)

Vendor's principal place of business is in the city of?

34 Company Residence (State)

Vendor's principal place of business is in the state of?

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

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

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

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

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

36 TIPS Administration Fee

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

37 Yes - No

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

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

38 Yes - No

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

39 Years experience in category of goods or services

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

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Resellers:

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

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

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

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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?

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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?

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NON-COLLUSIVE BIDDING CERTIFICATE

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

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

4 5 Filing of Form CIQ

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

4 6 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 7 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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

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

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

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

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Suspension or Debarment Certification

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

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

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

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Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

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

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

2 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 **2 CFR PART 200 Contracts**

3 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 **2 CFR PART 200 Termination**

4 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?

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2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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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?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 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?

Yes

5 9 Certification Regarding Lobbying

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

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

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

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

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

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

I HAVE NOT Lobbied per above

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

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

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

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

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

NO

**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.

No response

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

Advanced Office Environments advancedofficeenv.com

Contact: Frank Kuch

Contact Phone:(610) 993-3450

Contact Email: fkuch@advancedofficeenv.com

Advanced Office Environments advancedofficeenv.com

Contact: Frank Kuch

Contact Phone:(215) 561-8765

Contact Email: fkuch@advancedofficeenv.com

AFD Contract Furniture Inc. afd-inc.com

Contact: David Aarons

Contact Phone:(707) 559-5764

Contact Email: daarons@afd-inc.com

AFD Contract Furniture Inc. afd-inc.com

Contact: David Aarons

Contact Phone:(212) 721-7100

Contact Email: daarons@afd-inc.com

Affordable Office Interiors (div of BOS) bos.com

Contact: George Pfeiffer

Contact Phone:(630) 784-7730

Contact Email: gp@bos.com

Affordable Office Interiors (div of BOS) bos.com

Contact: George Pfeiffer

Contact Phone:(608) 442-0430

Contact Email: gp@bos.com

Affordable Office Interiors (div of BOS) bos.com

Contact: George Pfeiffer

Contact Phone:(262) 777-2000

Address

160 Quaker Lane, Malvern Business Park,

Phone:(610) 993-3450

Fax:(610) 993-3460

2133 Arch Street, Mulberry Atrium, Philade

Phone:(215) 561-8765

Fax:(215) 561-8779

6 Petaluma Blvd N., Petaluma, CA 94952

Phone:(707) 559-5764

Fax:

810 7th Avenue, New York, NY 10019

Phone:(212) 721-7100

Fax:

501 S. Gary Avenue, Roselle, IL 60172

Phone:(630) 784-7730

Fax:(630) 665-3063

1954 South Stoughton Road, Madison, WI

Phone:(608) 442-0430

Fax:(608) 442-0431

1575 N. Barker Road, Brookfield, WI 53041

Phone:(262) 777-2000

Fax:(262) 777-2001

Contact Email: gp@bos.com
Affordable Office Interiors (div of BOS) bos.com
Contact: George Pfeiffer
Contact Phone:(815) 966-1020
Contact Email: gp@bos.com
Affordable Office Interiors (div of BOS) bos.com
Contact: George Pfeiffer
Contact Phone:(815) 966-1020
Contact Email: gp@bos.com
AIREA Inc. Contact: Vincent Johnson
Contact Phone:(248) 426-0100
Contact Email: vjohnson@aireainc.com
AIREA Studio Contact: Vincent Johnson
Contact Phone:(313) 784-9406
Contact Email: vjohnson@aireainc.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(919) 832-9570
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(919) 493-6508
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(864) 241-0564
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(843) 554-9440
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams

328 South Jefferson Street, Chicago, IL 60
Phone:(815) 966-1020

Fax:

605 Fulton Avenue, Rockford, IL 61103
Phone:(815) 966-1020

Fax:

3000 Town Center, Southfield, MI 48075
Phone:(248) 426-0100

Fax:(248) 426-5500

Compuware Bldg. 1048 Woodward Ave., D
Phone:(313) 784-9406

Fax:

410 S. Salisbury Street, Raleigh, NC 2760
Phone:(919) 832-9570

Fax:(919) 832-7626

3109 University Drive,, Durham, NC 27707
Phone:(919) 493-6508

Fax:(919) 490-8455

441 Congaree Road, Greenville, SC 29607
Phone:(864) 241-0564

Fax:(864) 241-9990

537 Long Point Road, Mount Pleasant, SC
Phone:(843) 554-9440

Fax:(843) 302-2101

1835 Gervais , Columbia, SC 29201

Contact Phone:(803) 767-4220
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(704) 338-9373
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(615) 244-0081
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company Contact: Blount Williams
Contact Phone:(336) 665-0660
Contact Email: bwilliams@alfredwilliams.com
Alfred Williams & Company (Warehouse) Contact: Blount Williams
Contact Phone:(919) 828-6108
Contact Email: bwilliams@alfredwilliams.com
Alternative Business Furniture, Inc. Contact: Mark Frommelt
Contact Phone:(952) 937-7688
Contact Email: markf@altbusfurn.com
American Design Associates www.americandesignonline.com
Contact: TheresaAlcarese
Contact Phone:(410) 823-5500
Contact Email: linda@americandesignonline.com
American Interiors Contact: Steve Essig
Contact Phone:(419) 535-1808
Contact Email: steve@aminteriors.com
American Interiors Contact: Steve Essig
Contact Phone:(248) 624-2255
Contact Email: steve@aminteriors.com
American Interiors Contact: Steve Essig

Phone:(803) 767-4220
Fax:(803) 256-6690
505 South Cedar Street, Charlotte, NC 282
Phone:(704) 338-9373
Fax:(704) 332-5526
716 Division Street, Nashville, TN 37203
Phone:(615) 244-0081
Fax:(615) 259-8181
8007 National Service Road, Colfax, NC 27
Phone:(336) 665-0660
Fax:(336) 665-0360
800 East E. Six Forks Road, Raleigh, NC 2
Phone:(919) 828-6108
Fax:(919) 828-1542
6533 Flying Cloud Drive, Eden Prairie, MN
Phone:(952) 937-7688
Fax:(952) 937-7691
9000 Harford Road Baltimore MD 21234
Phone:(410) 823-5500
Fax:(410) 823-5508
302 South Byrne Road, Toledo, OH 43615
Phone:(419) 535-1808
Fax:(419) 535-1899
30553 S Wixom Road, Wixom, MI 48393
Phone:(248) 624-2255
Fax:(248) 624-7755
1001 Lakeside Avenue E., Cleveland, OH

Contact Phone:(216) 912-1200
Contact Email: steve@aminteriors.com
American Office Contact: David Kuntz
Contact Phone:(804) 346-2267
Contact Email: dkuntz@americanoffice.com
American Office Contact: David Kuntz
Contact Phone:(757) 419-3500
Contact Email: dkuntz@americanoffice.com
American Office Contact: David Kuntz
Contact Phone:(703) 788-0800
Contact Email: dkuntz@americanoffice.com
American Office Contact: David Kuntz
Contact Phone:(434) 327-1180
Contact Email: dkuntz@americanoffice.com
American Office Contact: David Kuntz
Contact Phone:(410) 539-7529
Contact Email: dkuntz@americanoffice.com
American Office Contact: David Kuntz
Contact Phone:(301) 948-0820
Contact Email: dkuntz@americanoffice.com
American Office Contact: David Kuntz
Contact Phone:(202) 737-3889
Contact Email: dkuntz@americanoffice.com
APG Office Furnishings Contact: Terry Goins
Contact Phone:(901) 363-9030
Contact Email: tgoins@apgof.com
APG Office Furnishings Contact: Terry Goins
Contact Phone:(513) 621-9111

Phone:(216) 912-1200
Fax:(216) 912-1201
4870 Sadler Road, Glen Allen, VA 23060
Phone:(804) 346-2267
Fax:(804) 270-2845
5701 Cleveland Street, Virginia Beach, VA
Phone:(757) 419-3500
Fax:(757) 419-3501
14801 Willard Road, Chantilly, VA 20151
Phone:(703) 788-0800
Fax:(703) 788-0805
400 Preston Avenue, Charlottesville, VA 22
Phone:(434) 327-1180
Fax:(434) 327-1181
309 N Calvert Street, Baltimore, MD 21202
Phone:(410) 539-7529
Fax:(410) 837-4952
1300 Piccard Street, Rockville, MD 20850
Phone:(301) 948-0820
Fax:(301) 948-4272
1401 New York Avenue NW, Washington,
Phone:(202) 737-3889
Fax:(202) 737-2126
100 South Main Street, Memphis, TN 3810
Phone:(901) 363-9030
Fax:(901) 546-9821
12075 Northwest Blvd., Cincinnati, OH 452
Phone:(513) 621-9111

Contact Email: tgoins@apgof.com
APG Office Furnishings Contact: Terry Goins
Contact Phone:(513) 621-9111
Contact Email: tgoins@apgof.com
APG Office Furnishings Contact: Terry Goins
Contact Phone:(330) 996-4947
Contact Email: tgoins@apgof.com
APG Office Furnishings Contact: Terry Goins
Contact Phone:(2166) 214-6590
Contact Email: tgoins@apgof.com
APG Office Furnishings Contact: Terry Goins
Contact Phone:(937) 222-9262
Contact Email: tgoins@apgof.com
Arbee Associates Contact: Nancy Berkowitz
Contact Phone:(732) 424-3900
Contact Email: nberkowitz@arbee.net
Arbee Associates Contact: Nancy Berkowitz
Contact Phone:(301) 963-3900
Contact Email: nberkowitz@arbee.net
Arbee Associates Contact: Nancy Berkowitz
Contact Phone:(301) 937-9050
Contact Email: nberkowitz@arbee.net
Arctic Office Products Contact: William A. Borchartd
Contact Phone:(907) 276-2322
Contact Email: bborchartd@arcticoffice.com
Arctic Office Products Contact: William A. Borchartd
Contact Phone:
Contact Email: bborchartd@arcticoffice.com

Fax:(513) 621-3721
310 Culvert Street, Cincinnati, OH 45202
Phone:(513) 621-9111
Fax:(513) 621-3721
313 S. High Street, Akron, OH 44308
Phone:(330) 996-4947
Fax:(330) 996-5348
3615 Superior Ave, Bldg 44, 7th Floor, Cle
Phone:(2166) 214-6590
Fax:(216) 621-4674
14 Wayne Avenue, Dayton, OH 45402
Phone:(937) 222-9262
Fax:93-7222
1531 South Washington Avenue, Piscataw
Phone:(732) 424-3900
Fax:(732) 752-6034
9300 Gaither Road, Gaithersburg, MD 208
Phone:(301) 963-3900
Fax:
6311 Ammendale Road (Warehouse), Belt
Phone:(301) 937-9050
Fax:
100 W. Fireweed Ln, Anchorage, AK 9950:
Phone:(907) 276-2322
Fax:
125 S. Willow Street, Kenai, AK 99611
Phone:
Fax:

Arctic Office Products Contact: William A. Borchardt
Contact Phone:
Contact Email: bborchardt@arcticoffice.com
Arenson Office Furnishings Contact: Carl Milianta
Contact Phone:(732) 603-1014
Contact Email: cmilianta@aof.com
Arenson Office Furnishings Contact: Carl Milianta
Contact Phone:(646) 395-3563
Contact Email: cmilianta@aof.com
Arenson Office Furnishings Contact: Carl Milianta
Contact Phone:(203) 989-4915
Contact Email: cmilianta@aof.com
Associated Office Systems Contact: Shelby Russ
Contact Phone:(504) 561-8400
Contact Email: s.russ@thinkaos.com
Associates Purchasing Contact: Jonathan Felton
Contact Phone:(949) 955-3375
Contact Email: jfelton@associatespurchasing.com
Associates Purchasing Contact: Jonathan Felton
Contact Phone:(310) 286-1800
Contact Email: jfelton@associatespurchasing.com
Atlantic Corporate Interiors Contact: Drew Andrews
Contact Phone:(804) 213-3800
Contact Email: dandrews@aciinc.com
Atlantic Corporate Interiors Contact: Drew Andrews
Contact Phone:(301) 931-3600
Contact Email: dandrews@aciinc.com
Barefield Workplace Solutions Contact: Paul Maczka

1611 University Ave. S., Fairbanks, AK 997
Phone:
Fax:
90 Woodbridge Center Drive, Woodbridge,
Phone:(732) 603-1014
Fax:(732) 603-1014
1115 Broadway Avenue, New York, NY 100
Phone:(646) 395-3563
Fax:(646) 395-3563
300 First Stamford Place, Stamford, CT 06
Phone:(203) 989-4915
Fax:(203) 989-4915
400 Poydras Street, New Orleans, LA 7013
Phone:(504) 561-8400
Fax:(504) 561-1155
611 Anton Blvd, Costa Mesa, CA 92626
Phone:(949) 955-3375
Fax:(949) 833-5584
523 West Sixth Street, Los Angeles, CA 900
Phone:(310) 286-1800
Fax:(310) 286-1511
2402 North Parham Road, Richmond, VA 23
Phone:(804) 213-3800
Fax:(804) 213-0888
7001 Muirkirk Meadows Drive, Beltsville, M
Phone:(301) 931-3600
Fax:(301) 931-3601
251 West South Street, Jackson, MS 3920

Contact Phone:(601) 354-4960
Contact Email: pmaczka@barefield-co.com
Barefield Workplace Solutions Contact: Paul Maczka
Contact Phone:(662) 534-0882
Contact Email: pmaczka@barefield-co.com
Barefield Workplace Solutions Contact: Paul Maczka
Contact Phone:(662) 332-7711
Contact Email: pmaczka@barefield-co.com
Barefield Workplace Solutions Contact: Paul Maczka
Contact Phone:(601) 631-0011
Contact Email: pmaczka@barefield-co.com
Barefield Workplace Solutions Contact: Paul Maczka
Contact Phone:(601) 484-7279
Contact Email: pmaczka@barefield-co.com
Barefield Workplace Solutions Contact: Paul Maczka
Contact Phone:(601) 442-1494
Contact Email: pmaczka@barefield-co.com
Barefield Workplace Solutions Contact: Paul Maczka
Contact Phone:(504) 522-7070
Contact Email: pmaczka@barefield-co.com
Bauhaus Interiors Group Contact: Ron Welch
Contact Phone:(214) 744-5500
Contact Email: Rwelch@bauhausinteriors.com
Beaux Arts Group Contact: Bill Everett
Contact Phone:(813) 880-8686
Contact Email: weverett@beauxartsgroup.com
Beaux Arts Group Contact: Bill Everett
Contact Phone:(407) 302-0092

Phone:(601) 354-4960
Fax:(601) 353-6231
718 W. Bankhead Street, New Albany, MS
Phone:(662) 534-0882
Fax:
601 Washington Avenue, Greenville, MS 3
Phone:(662) 332-7711
Fax:
Sales Office, Vicksburg, MS 39180
Phone:(601) 631-0011
Fax:
2207 5th Street, Meridian, MS 38652
Phone:(601) 484-7279
Fax:
520 Main Street, Natchez, MS 39120
Phone:(601) 442-1494
Fax:
300 Jeferson Hwy, New Orleans, LA 7012
Phone:(504) 522-7070
Fax:
1645 Stemmons Freeway,, Dallas, TX 752
Phone:(214) 744-5500
Fax:(214) 744-5503
8507-A Benjamin Road, Tampa, FL 33634
Phone:(813) 880-8686
Fax:(813) 889-8757
4750 New Broad Street, Orlando , FL 3281
Phone:(407) 302-0092

Contact Email: weverett@beauxartsgroup.com
Beaux Arts Group Contact: Bill Everett
Contact Phone:(239) 280-1399
Contact Email: weverett@beauxartsgroup.com
bfi (Business Furniture Inc) Contact: Paul Gold
Contact Phone:(973) 503-0730
Contact Email: pgold@bfifurniture.com
bfi (Business Furniture Inc) Contact: Paul Gold
Contact Phone:(908) 355-3400
Contact Email: pgold@bfifurniture.com
bfi (Business Furniture Inc) Contact: Paul Gold
Contact Phone:(212) 685-9344
Contact Email: pgold@bfifurniture.com
BKM Office Environments Contact: Pete Sloan
Contact Phone:(877) 256-1256
Contact Email: psloan@bkmo.com
BKM OfficeWorks Contact: Bill Kuhnert
Contact Phone:(858) 569-4700
Contact Email: bkuhnert@bkmsd.com
BKM OfficeWorks Contact: Bill Kuhnert
Contact Phone:(323) 726-2900
Contact Email: bkuhnert@bkmsd.com
BKM OfficeWorks Contact: Bill Kuhnert
Contact Phone:(760) 402-3392
Contact Email: bkuhnert@bkmsd.com
BKM OfficeWorks (Warehouse) Contact: Bill Kuhnert
Contact Phone:(858) 451-0139
Contact Email: bkuhnert@bkmsd.com

Fax:(407) 302-3329
13100 Westlinks Terrace, Fort Myers, FL 3
Phone:(239) 280-1399
Fax:(239) 225-1430
10 Lanidex Plaza West, Parsippany, NJ 07
Phone:(973) 503-0730
Fax:(973) 503-1565
133 Rahway Avenue, Elizabeth, NJ 07202
Phone:(908) 355-3400
Fax:(908) 355-8993
336 West 37th Street, New York, NY 10011
Phone:(212) 685-9344
Fax:(212) 679-2201
2111 Portola Road, Ventura, CA 93003
Phone:(877) 256-1256
Fax:(805) 339-9131
4780 Eastgate Mall, San Diego, CA 92121
Phone:(858) 569-4700
Fax:(585) 277-8931
6959 Bandini Boulevard, Commerce, CA 9
Phone:(323) 726-2900
Fax:(323) 726-2999
2121 Atlanta Avenue, Riverside, CA 92507
Phone:(760) 402-3392
Fax:
7770 Miramar Road, San Diego, CA 92126
Phone:(858) 451-0139
Fax:(858) 673-7561

Broussard Group Contact: Bret Broussard, Sr

Contact Phone:(210) 224-6220

Contact Email: bretsrbroussardgroup.com

Business Environments Contact: Kirk Mitchell

Contact Phone:(812) 474-4260

Contact Email: kmitchellbusenvir.com

Business Environments, LLC - BE-Furniture Contact: John (7 Entin Road, Parsippany, NJ 07054

Contact Phone:(973) 335-7700

Contact Email: jgardnerbe-furniture.com

Business Furnishings Contact: Mark Macheca

Contact Phone:(574) 243-3255

Contact Email: Mmacheca@business-furnishings.net

Business Furniture, LLC Contact: Rebecca L. Dean

Contact Phone:(937) 293-1010

Contact Email: deanr@businessfurniture.net

Business Furniture, LLC Contact: Rebecca L. Dean

Contact Phone:(317) 216-1600

Contact Email: deanr@businessfurniture.net

Business Furniture, LLC Contact: Rebecca L. Dean

Contact Phone:(309) 264-5740

Contact Email: deanr@businessfurniture.net

Business Interiors AL Contact: Alan Pizzitola

Contact Phone:(850) 266-9266

Contact Email: apizzitola@businteriors.com

Business Interiors AL Contact: Alan Pizzitola

Contact Phone:(334) 396-4404

Contact Email: apizzitola@businteriors.com

Business Interiors AL Contact: Alan Pizzitola

3559 Belgium Lane, San Antonio, TX 7821

Phone:(210) 224-6220

Fax:(210) 224-6212

5611 E. Morgan Avenue, Evansville, IN 47

Phone:(812) 474-4260

Fax:(812) 474-4259

7 Entin Road, Parsippany, NJ 07054

Phone:(973) 335-7700

Fax:(973) 335-7710

4102 Meaghan Beeler Court, South Bend,

Phone:(574) 243-3255

Fax:

8 North Main Street, Dayton, OH 45402

Phone:(937) 293-1010

Fax:(937) 293-7501

8421 Bearing Drive,, Indianapolis, IN 4626

Phone:(317) 216-1600

Fax:(317) 216-1602

305 SW Water Street, Peoria, IL 61602

Phone:(309) 264-5740

Fax:(309) 829-4180

30 East Cedar Street, , Pensacola, FL 325

Phone:(850) 266-9266

Fax:(850) 469-1981

1141 Lagoon Business Loop, Montgomery

Phone:(334) 396-4404

Fax:(334) 396-4440

799 James Record Road, Huntsville, AL 35

Contact Phone:(256) 551-0051
Contact Email: apizzitola@businteriors.com
Business Interiors AL Contact: Alan Pizzitola
Contact Phone:(251) 343-6778
Contact Email: apizzitola@businteriors.com
Business Interiors AL Contact: Alan Pizzitola
Contact Phone:(205) 939-1008
Contact Email: apizzitola@businteriors.com
Business Interiors MS Contact: David Houpt
Contact Phone:(601) 969-1000
Contact Email: davidhoupt@bijackson.com
Business Interiors TX Contact: Kathy White
Contact Phone:(800) 568-9281
Contact Email: kwhite@businessinteriors.com
Business Interiors TX - Miller Office Interiors Contact: Kathy
Contact Phone:
Contact Email: kwhite@businessinteriors.com
Business Interiors TX -BI Express Office Furniture Contact:
Contact Phone:
Contact Email: kwhite@businessinteriors.com
Business Office Outfitters Contact: Jerry Sinclair
Contact Phone:(858) 751-2744
Contact Email: jerry@boofurniture.com
Business Office Outfitters Contact: Jerry Sinclair
Contact Phone:(858) 271-9700
Contact Email: jerry@boofurniture.com
Business Office Systems Contact: George Pfeiffer
Contact Phone:(630) 773-7777

Phone:(256) 551-0051
Fax:(256) 519-2466
309 Congress Street, Mobile, AL 36602
Phone:(251) 343-6778
Fax:(251) 457-1686
2309 5th Avenue South, Birmingham, AL 3
Phone:(205) 939-1008
Fax:(205) 939-3349
146 Market Ridge Drive, Ridgeland, MS 39
Phone:(601) 969-1000
Fax:(601) 969-5559
1111 Valley View Lane, Irving, TX 75061
Phone:(800) 568-9281
Fax:(817) 585-2020
1111 Valley View Lane, Irving, TX 75061
Phone:
Fax:
1111 Valley View Lane, Irving, TX 75061
Phone:
Fax:
4650 Overland Avenue, San Diego, CA 92
Phone:(858) 751-2744
Fax:(858) 751-2746
8840 Miramar Road, San Diego, CA 92126
Phone:(858) 271-9700
Fax:
365 East North Avenue, Carol Stream, IL 6
Phone:(630) 773-7777

Contact Email: gp@bos.com
Business Office Systems Contact: George Pfeiffer
Contact Phone:(312) 670-8530
Contact Email: gp@bos.com
Campbell Keller <http://www.campbellkeller.com/>
Contact: Deborah Reinbolt
Contact Phone:(916) 231-9222
Contact Email: Accounts_Payable@CampbellKeller.com
Capital Office Contact: Lewis Quinn
Contact Phone:(907) 777-1500
Contact Email: lquinn@capital-office.com
Capital Office Contact: Lewis Quinn
Contact Phone:(907) 586-1700
Contact Email: lquinn@capital-office.com
Capital Office Contact: Lewis Quinn
Contact Phone:(907) 456-3946
Contact Email: lquinn@capital-office.com
Capitol Business Interiors Contact: Janet Joseph Clayman
Contact Phone:(800) 628-7880
Contact Email: jclayman@champion-industries.com
Capitol Business Interiors Contact: Janet Joseph Clayman
Contact Phone:(304) 284-0200
Contact Email: jclayman@champion-industries.com
CBI (Carolina Business Interiors) Contact: David Longo
Contact Phone:(919) 991-1077
Contact Email: david.longo@cbi-nc.com
CBI (Carolina Business Interiors) Contact: David Longo
Contact Phone:(864) 404-4200

Fax:
328 South Jefferson Street, Chicago, IL 60
Phone:(312) 670-8530
Fax:
3041 65th Street, Suite 3 | Sacramento, CA
Phone:(916) 231-9222
Fax:
1120 E. 35th Avenue, Anchorage, AK 99501
Phone:(907) 777-1500
Fax:
124 Seward Street, Juneau, AK 99801
Phone:(907) 586-1700
Fax:
3201 Industrial Avenue, Fairbanks, AK 99701
Phone:(907) 456-3946
Fax:
711 Indiana Avenue, Charleston, WV 25301
Phone:(800) 628-7880
Fax:(304) 528-2795
951 Point Marion Road, Morgantown, WV :
Phone:(304) 284-0200
Fax:
625 Oberlin Road, Raleigh, NC 27605
Phone:(919) 991-1077
Fax:(919) 991-1066
205 E. Broad Street, Greenville, SC 29601
Phone:(864) 404-4200

Contact Email: david.longo@cbi-nc.com
CBI (Carolina Business Interiors) Contact: David Longo
Contact Phone:(843) 853-8888
Contact Email: david.longo@cbi-nc.com
CBI (Carolina Business Interiors) Contact: David Longo
Contact Phone:(704) 525-7630
Contact Email: david.longo@cbi-nc.com
CBI (Carolina Business Interiors) Contact: David Longo
Contact Phone:(336) 724-5194
Contact Email: david.longo@cbi-nc.com
CBI (Carolina Business Interiors) Contact: David Longo
Contact Phone:(865) 321-4900
Contact Email: david.longo@cbi-nc.com
CBI Group Contact: Brent Warrilow
Contact Phone:(210) 655-3375
Contact Email: brent.warrilow@cbi-office.com
CBI of South Florida Inc. Contact: David Longo
Contact Phone:(954) 470-6591
Contact Email: david.longo@cbi-nc.com
CCG Contact: Carmelle Jensen
Contact Phone:(801) 359-6622
Contact Email: cjensen@ccghowells.com
CFI - Commercial Furniture Interiors Contact: Michael Blau
Contact Phone:(908) 518-1670
Contact Email: mblau@cfioffice.com
CI Select Contact: Claire Erker
Contact Phone:(314) 909-1990
Contact Email: cerker@ciselect.com

Fax:(864) 478-1234
526-B King Street, Charleston, SC 29403
Phone:(843) 853-8888
Fax:(843) 853-3511
4020 Yancey Road, Charlotte, NC 28217
Phone:(704) 525-7630
Fax:(704) 527-9361
210 South Liberty Street, Winston-Salem, I
Phone:(336) 724-5194
Fax:(336) 727-1049
128 S. Gay Street, Knoxville, TN 37902
Phone:(865) 321-4900
Fax:
6111 Woodlake Center Drive, San Antonio
Phone:(210) 655-3375
Fax:
337 E. Las Olas Blvd., Fort Lauderdale, FL
Phone:(954) 470-6591
Fax:
358 South Rio Grande, Salt Lake City, UT
Phone:(801) 359-6622
Fax:(801) 359-6636
1154 State Route 22 West, Mountainside,
Phone:(908) 518-1670
Fax:(908) 654-8436
11840 Westline Industrial Drive, St. Louis,
Phone:(314) 909-1990
Fax:

CJ & Associates Contact: Kim Hastings
Contact Phone:(262) 786-1772
Contact Email: khastings@cjassociatesinc.com
Commercial Design Services, Inc. Contact: Stewart Davis
Contact Phone:(850) 241-0800
Contact Email: sdavis@cdstampa.com
Commercial Design Services, Inc. Contact: Stewart Davis
Contact Phone:(813) 886-0580
Contact Email: sdavis@cdstampa.com
Commercial Design Services, Inc. Contact: Stewart Davis
Contact Phone:(407) 774-4832
Contact Email: sdavis@cdstampa.com
Common Sense Office Furniture Contact: Craig Caswell
Contact Phone:(407) 206-5040
Contact Email: ccaswell@commonsenseof.com
Common Sense Office Furniture Contact:
Contact Phone:
Contact Email:
Continental Office Environments Contact: Ira Sharfin
Contact Phone:(614) 262-5010
Contact Email: isharfin@continentaloffice.com
Continental Office Environments Contact: Ira Sharfin
Contact Phone:(419) 242-7300
Contact Email: isharfin@continentaloffice.com
Continental Office Environments Contact: Ira Sharfin
Contact Phone:(412) 464-2500
Contact Email: isharfin@continentaloffice.com
Contract Associates Contact: Maria Griego-Raby

16915 West Victor Road, New Berlin, WI 5
Phone:(262) 786-1772
Fax:(262) 786-7220
508 -C Capital Circle S.E., Tallahassee, FL
Phone:(850) 241-0800
Fax:(850) 241-0801
5805 Barry Road, Tampa, FL 33634
Phone:(813) 886-0580
Fax:
640 Douglas Avenue, , Altamonte Springs,
Phone:(407) 774-4832
Fax:
390 N. Orange Avenue , Orlando, FL 3280
Phone:(407) 206-5040
Fax:
820 W. Washington Street, Orlando, FL 32
Phone:
Fax:
2601 Silver Drive, Columbus, OH 43211
Phone:(614) 262-5010
Fax:(614) 261-1231
21 N. Erie Street, Toledo, OH 43604
Phone:(419) 242-7300
Fax:(419) 242-7373
322 N. Shore Drive, Pittsburgh, PA 15212
Phone:(412) 464-2500
Fax:(412) 464-2525
800 20th Street NW, Albuquerque, NM 871

Contact Phone:(505) 881-8070
Contact Email: Maria@contractassociatesnm.com
Contract Furnishings Inc. Contact: Steven Stroade
Contact Phone:(816) 931-0900
Contact Email: stroades@contractfurnishings.com
Contract Furnishings Inc. Contact: Steven Stroade
Contact Phone:(720) 956-1515
Contact Email: stroades@contractfurnishings.com
Contract Furnishings Inc. Contact: Steven Stroade
Contact Phone:(316) 267-5763
Contact Email: stroades@contractfurnishings.com
Contract Resource Group, LLC - CRG Contact: Chris Erdelj
Contact Phone:(713) 803-0100
Contact Email: cerdeljac@crgoffice.com
CORE Business Interiors Contact: Tom Zimmerman
Contact Phone:(559) 297-6400
Contact Email: tomz@corebusinessinteriors.com
Corporate Concepts - IL Contact: Larry Zerante
Contact Phone:(630) 691-8800
Contact Email: lzerante@corpconc.com
Corporate Concepts - IL Contact: Larry Zerante
Contact Phone:(630) 691-8800
Contact Email: lzerante@corpconc.com
Corporate Concepts - SC Contact: R. Rutledge Davis
Contact Phone:(803) 758-2900
Contact Email: rdavies@corporateconceptsofsc.com
Corporate Environments - PA Contact: Pat McMahon
Contact Phone:(610) 974-7990

Phone:(505) 881-8070
Fax:(505) 888-7536
3129 Main Street, Kansas City, MO 64111
Phone:(816) 931-0900
Fax:(816) 931-6818
3115 East 40th Avenue, Denver, CO 80201
Phone:(720) 956-1515
Fax:(720) 956-1414
114 N. St. Francis, Wichita, KS 67202
Phone:(316) 267-5763
Fax:(316) 267-8565
7108 Old Katy Road, , Houston, TX 77024
Phone:(713) 803-0100
Fax:(713) 803-0138
7910 North Ingram Avenue, Fresno, CA 93720
Phone:(559) 297-6400
Fax:(559) 297-6404
500 Waters Edge, Oak Creek Center, Lombard, IL 60148
Phone:(630) 691-8800
Fax:(630) 691-8873
205 W. Wacker Drive, Chicago, IL 60606
Phone:(630) 691-8800
Fax:
2412 Main Street, Columbia, SC 29201
Phone:(803) 758-2900
Fax:(803) 758-2904
605 East Broad Street, Bethlehem, PA 18018
Phone:(610) 974-7990

Contact Email: pmcmahon@opoffice.com	Fax:(610) 974-7994
Corporate Environments - PA Contact: Pat McMahon	101 Poplar Street, Scranton, PA 18509
Contact Phone:(570) 342-0737	Phone:(570) 342-0737
Contact Email: pmcmahon@opoffice.com	Fax:(570) 343-6361
Corporate Environments (of Georgia) Contact: Karen Hughes	1636 Northeast Expressway, Atlanta, GA 3
Contact Phone:(404) 679-8999	Phone:(404) 679-8999
Contact Email: khughes@corporateenvironments.com	Fax:
Corporate Interior Systems Contact: Lisa Johnson	3311 East Broadway Road, Phoenix, AZ 8
Contact Phone:(602) 304-0100	Phone:(602) 304-0100
Contact Email: ljohnson@cisinphx.com	Fax:(602) 304-1020
Corporate Interior Systems Contact: Lisa Johnson	2000 East Speedway Blvd., Tuscon, AZ 85
Contact Phone:(520) 300-6811	Phone:(520) 300-6811
Contact Email: ljohnson@cisinphx.com	Fax:(520) 300-6815
Corporate Interiors & Sales Contact: Margaret Alice Teele	1329 Morganton Road, Fayetteville, NC 28
Contact Phone:(910) 483-7000	Phone:(910) 483-7000
Contact Email: corporate.interiors@earthlink.net	Fax:
Corporate Interiors (of Delaware) Contact: Janice Leone	161 Washington Street, Conshohocken, P
Contact Phone:(610) 631-5400	Phone:(610) 631-5400
Contact Email: jleone@corporate-interiors.com	Fax:(610) 631-2720
Corporate Interiors (of Delaware) Contact: Janice Leone	2900 Potshop Lane, East Norriton, PA 194
Contact Phone:(610) 631-5400	Phone:(610) 631-5400
Contact Email: jleone@corporate-interiors.com	Fax:(610) 631-2720
Corporate Interiors (of Delaware) Contact: Janice Leone	223 Lisa Drive, New Castle, DE 19720
Contact Phone:(302) 323-9100	Phone:(302) 323-9100
Contact Email: jleone@corporate-interiors.com	Fax:(302) 323-9251
Corporate Interiors, Inc. - The CI Group Contact: Manny Bh	12115 28th Street North, St. Petersburg, F
Contact Phone:(727) 539-7544	Phone:(727) 539-7544
Contact Email: mbhuller@the-cigroup.com	Fax:(727) 539-1262

Corporate Interiors, Inc. - The CI Group Contact: Manny Bh	902 Clint Moore Road, Boca Raton, FL 334
Contact Phone:(954) 354-1711	Phone:(954) 354-1711
Contact Email: mbhuller@the-cigroup.com	Fax:
Corporate Interiors, Inc. - The CI Group Contact: Manny Bh	1950 San Marco Blvd., Jacksonville, FL 32
Contact Phone:(904) 365-4200	Phone:(904) 365-4200
Contact Email: mbhuller@the-cigroup.com	Fax:
Corporate Interiors, Inc. - The CI Group Contact: Manny Bh	511 N. Franklin Street, Tampa, FL 33602
Contact Phone:(813) 341-3413	Phone:(813) 341-3413
Contact Email: mbhuller@the-cigroup.com	Fax:
Corporate Interiors, Inc. - The CI Group Contact: Manny Bh	1051 Market Street, Columbia, SC 29201
Contact Phone:(803) 776-5002	Phone:(803) 776-5002
Contact Email: mbhuller@the-cigroup.com	Fax:
Corporate Interiors, Inc. - The CI Group Contact: Manny Bh	447 N. Third Street,, Baton Rouge, LA 708
Contact Phone:(225) 252-4035	Phone:(225) 252-4035
Contact Email: mbhuller@the-cigroup.com	Fax:
Cre8 Workplace Environments Contact: April Andre	1731 East Roseville Parkway, Roseville, C.
Contact Phone:(916) 930-0365	Phone:(916) 930-0365
Contact Email: aandre@cre8wkplace.com	Fax:
Creative Business Interiors Contact: Stephanie Anderson	201 Moravian Valley Road, , Waunakee, W
Contact Phone:(608) 249-0904	Phone:(608) 249-0904
Contact Email: stephanie.anderson@creativebusinessinterior	Fax:(608) 249-7350
Creative Business Interiors Contact: Stephanie Anderson	1535 South 101st Street, Milwaukee, WI 5:
Contact Phone:(414) 545-8500	Phone:(414) 545-8500
Contact Email: stephanie.anderson@creativebusinessinterior	Fax:(414) 545-8588
Creative Business Interiors, Ltd. Contact: David Davis	145 Stewart Road, Wilkes-Barre, PA 18706
Contact Phone:(570) 714-4653	Phone:(570) 714-4653
Contact Email: david.davis@cbiltd.com	Fax:(570) 970-5817
Creative Library Concepts creativelibraryconcepts.com	PO Box 477, Colts Neck, NJ 7722

Contact: Brad Kingsburg
Contact Phone:(908) 276-9200
Contact Email: bradk@creativelibraryconcepts.com
Creative Office Environments RI Contact: Ed Gillheeny
Contact Phone:(401) 435-4141
Contact Email: ed@coe-ri.com
Creative Office Environments VA Contact: Carl Hooper
Contact Phone:(804) 329-0400
Contact Email: chooper@creative-va.com
Creative Office Environments VA Contact: Carl Hooper
Contact Phone:(757) 549-4801
Contact Email: chooper@creative-va.com
Creative Office Environments VA Contact: Carl Hooper
Contact Phone:(434) 327-1898
Contact Email: chooper@creative-va.com
Custer Contact: Todd Custer
Contact Phone:(906) 226-1161
Contact Email: tcuster@custeronline.com
Custer Contact: Todd Custer
Contact Phone:(616) 458-6322
Contact Email: tcuster@custeronline.com
Custer Contact: Todd Custer
Contact Phone:(269) 926-8719
Contact Email: tcuster@custeronline.com
Custer Contact: Todd Custer
Contact Phone:(269) 342-3919
Contact Email: tcuster@custeronline.com
Custer Contact: Todd Custer

Phone:(908) 276-9200
Fax:(908) 276-9217

41 Commercial Way, East Providence, RI ()
Phone:(401) 435-4141

Fax:(401) 435-4167

11798 North Lakeridge Parkway, Ashland,
Phone:(804) 329-0400

Fax:(804) 321-3134

500 Woodlake Circle, Chesapeake, VA 23060
Phone:(757) 549-4801

Fax:(575) 549-2795

650 Peter Jefferson Parkway, Charlottesville,
Phone:(434) 327-1898

Fax:(434) 327-1896

442 East Michigan , Marquette, MI 49855
Phone:(906) 226-1161

Fax:(906) 226-1164

217 Grandville Avenue SW, Grand Rapids,
Phone:(616) 458-6322

Fax:(616) 458-1117

2435 Plaza Drive, Benton Harbor, MI 4902
Phone:(269) 926-8719

Fax:

161 E. Michigan Avenue, Kalamazoo, MI 49001
Phone:(269) 342-3919

Fax:

120 East Front Street, Traverse City, MI 49684

Contact Phone:(231) 645-8989
Contact Email: tcuster@custeronline.com
CWC, LLC Contact: Paul Conley
Contact Phone:(770) 493-8200
Contact Email: Paul.Conley@c-w-c.com
CWC, LLC Contact: Paul Conley
Contact Phone:(478) 405-5543
Contact Email: Paul.Conley@c-w-c.com
CWC, LLC Contact: Paul Conley
Contact Phone:(423) 385-1532
Contact Email: Paul.Conley@c-w-c.com
DeKalb Office Contact: John Rasper
Contact Phone:(770) 360-0200
Contact Email: jrasper@dekalboffice.com
DeKalb Office Contact: John Rasper
Contact Phone:(615) 376-1200
Contact Email: jrasper@dekalboffice.com
DeKalb Office Contact: John Rasper
Contact Phone:(205) 933-9100
Contact Email: jrasper@dekalboffice.com
DeKalb Office (Warehouse) Contact: John Rasper
Contact Phone:(205) 933-9100
Contact Email: jrasper@dekalboffice.com
Delve Interiors Contact: Ed Boiar
Contact Phone:(919) 829-1987
Contact Email: eboiar@delveinteriors.com
Delve Interiors Contact: Ed Boiar
Contact Phone:(919) 829-1987

Phone:(231) 645-8989
Fax:
4343 Northeast Expressway, Atlanta, GA 3
Phone:(770) 493-8200
Fax:(770) 491-6374
105 Gateway Drive, Macon, GA 31210
Phone:(478) 405-5543
Fax:(478) 405-8678
631 Broad Street, Chattanooga, TN 37402
Phone:(423) 385-1532
Fax:(423) 342-4428
1320 Ridgeland Parkway, Alpharetta, GA 3
Phone:(770) 360-0200
Fax:
209 Powell Place, Brentwood, TN 37027
Phone:(615) 376-1200
Fax:
2901 Second Avenue South, Birmingham,
Phone:(205) 933-9100
Fax:
2700 Second Avenue South, Birmingham,
Phone:(205) 933-9100
Fax:
1111-200 Haynes Street, Raleigh, NC 2760
Phone:(919) 829-1987
Fax:(919) 821-0462
1311 West Arlington Boulevard, Greenville
Phone:(919) 829-1987

Contact Email: eboiar@delveinteriors.com
Delve Interiors Contact: Ed Boiar
Contact Phone:(704) 523-6220
Contact Email: eboiar@delveinteriors.com
Delve Interiors Contact: Ed Boiar
Contact Phone:(336) 274-4661
Contact Email: eboiar@delveinteriors.com
Delve Interiors (Distribution Center) Contact: Ed Boiar
Contact Phone:(336) 506-1005
Contact Email: eboiar@delveinteriors.com
Demco demco.com
Contact: Rosalie Franz
Contact Phone:(608) 242-4528
Contact Email: rosalief@demco.com
Desert Business Interiors Contact: Jason Cason
Contact Phone:(760) 340-1112
Contact Email: jcason@desertbusinessinteriors.com
Easley & Rivers, Inc. Contact: Glenn Sieber
Contact Phone:(412) 795-4482
Contact Email: glenn.sieber@easleyandrivers.com
Easley & Rivers, Inc. Contact: Glenn Sieber
Contact Phone:(304) 291-6803
Contact Email: glenn.sieber@easleyandrivers.com
Egyptian Business Furniture Contact: Kevin Baltz
Contact Phone:(618) 234-2323
Contact Email: kbaltz@ebfurn.com
Egyptian Business Furniture Contact: Kevin Baltz
Contact Phone:(618) 234-2323

Fax:(919) 821-0462
800 West Hill Street, Charlotte, NC 28708
Phone:(704) 523-6220
Fax:(704) 940-0539
7820 Thorndike Road, Greensboro, NC 27
Phone:(336) 274-4661
Fax:(336) 274-0185
2232 Eric Lane, Burlington, NC 27215
Phone:(336) 506-1005
Fax:(336) 506-1015
PO Box 7488, Madison, WI 53707
Phone:(608) 242-4528
Fax:(608) 241-8550
74210 Highway 111, Palm Desert, CA 922
Phone:(760) 340-1112
Fax:(760) 340-1833
207 Townsend Drive, Monroeville, PA 1514
Phone:(412) 795-4482
Fax:(412) 795-4254
3800 Morgantown Industrial Park, Morgant
Phone:(304) 291-6803
Fax:(304) 291-6879
107 West Main Street, Belleville, IL 62220
Phone:(618) 234-2323
Fax:(618) 236-3295
129 West Main Street, Belleville, IL 62220
Phone:(618) 234-2323

Contact Email: kbaltz@ebfurn.com	Fax:(618) 236-3295
Elements Contact: Traci Lounsbury	130 E. Kiowa Street, Colorado Springs, CO
Contact Phone:(719) 313-6576	Phone:(719) 313-6576
Contact Email: tlounsbury@workplaceelements.com	Fax:(719) 362-4317
Elements Contact: Traci Lounsbury	2501 Blake Street, Denver, CO 80205
Contact Phone:(303) 471-4334	Phone:(303) 471-4334
Contact Email: tlounsbury@workplaceelements.com	Fax:(303) 471-4330
Elements (Workspace Innovations) Contact: Traci Lounsbury	4414 E. Harmony Road, , Fort Collins, CO
Contact Phone:(970) 568-5210	Phone:(970) 568-5210
Contact Email: tlounsbury@workplaceelements.com	Fax:
Empire Office Inc - Florida Contact: Peter Gaslow	2 Oakwood Boulevard, Hollywood, FL 33020
Contact Phone:(954) 707-6200	Phone:(954) 707-6200
Contact Email: pgaslow@empireoffice.com	Fax:
Empire Office Inc - Florida Contact: Peter Gaslow	5112 West Linebaugh Avenue, Tampa, FL
Contact Phone:(813) 418-3300	Phone:(813) 418-3300
Contact Email: pgaslow@empireoffice.com	Fax:
Empire Office Inc - Florida Contact: Peter Gaslow	100 Hillcrest Street, Orlando, FL 32801
Contact Phone:(407) 628-2400	Phone:(407) 628-2400
Contact Email: pgaslow@empireoffice.com	Fax:
Empire Office Inc - Florida (Office Elements) Contact: Peter Gaslow	951 Broken Sound Parkway, Boca Raton, FL
Contact Phone:(561) 826-6868	Phone:(561) 826-6868
Contact Email: pgaslow@empireoffice.com	Fax:
Empire Office Inc - NY Contact: Peter Gaslow	105 Madison Avenue, New York, NY 10016
Contact Phone:(212) 607-5500	Phone:(212) 607-5500
Contact Email: pgaslow@empireoffice.com	Fax:
Environments at Work Contact: Ken Patrick	300 A Street, Boston, MA 02210
Contact Phone:(617) 830-5300	Phone:(617) 830-5300
Contact Email: kenp@environmentsatwork.com	Fax:(617) 830-5310

EvensonBest, LLC Contact: Robert Vogliano

Contact Phone:(908) 663-2700

Contact Email: rvogliano@evensonbest.com

EvensonBest, LLC Contact: Robert Vogliano

Contact Phone:(212) 549-8000

Contact Email: rvogliano@evensonbest.com

EvensonBest, LLC Contact: Robert Vogliano

Contact Phone:(202) 540-5700

Contact Email: rvogliano@evensonbest.com

Evologic LLC Contact: Trisha Allenbrand

Contact Phone:(913) 894-6273

Contact Email: tallenbrand@spacesinc.com

Exterus Business Furniture Contact: Tim Williams

Contact Phone:(802) 383-1770

Contact Email: tim@mesacontract.com

Facilitech dba Business Interiors, BI Express, and Miller Off 1111 Valley View Lane Irving, TX 75061

Contact Phone:(817) 858-2000

Contact Email: payables@businessinteriors.com

Facility Interiors Contact: Charles Griggsby

Contact Phone:(972) 392-1852

Contact Email: cgriggsby@fiinc.com

Facility Interiors Contact: Charles Griggsby

Contact Phone:(713) 585-7825

Contact Email: cgriggsby@fiinc.com

Facility Interiors Contact: Charles Griggsby

Contact Phone:(512) 908-4634

Contact Email: cgriggsby@fiinc.com

Facility Interiors Contact: Charles Griggsby

400 Connell Drive, Berkeley Heights, NJ 07001

Phone:(908) 663-2700

Fax:(908) 663-2701

641 Avenue of the Americas, New York, NY 10010

Phone:(212) 549-8000

Fax:(212) 549-8212

1000 Vermont Avenue NW, Washington, DC 20005

Phone:(202) 540-5700

Fax:(202) 540-5701

17501 West 98th Street, Lenexa, KS 66215

Phone:(913) 894-6273

Fax:(913) 894-8890

4750 Shelburne Road, Shelburne, VT 05488

Phone:(802) 383-1770

Fax:(802) 658-6917

1111 Valley View Lane Irving, TX 75061

Phone:

Fax:

1433 W. Frankford Road, Carrollton, TX 75006

Phone:(972) 392-1852

Fax:(972) 392-7660

1440 North Post Oak Road, Post Oak Bus

Phone:(713) 585-7825

Fax:(713) 585-7840

8701 Wall Street, Bldg 9, Austin, TX 78754

Phone:(512) 908-4634

Fax:(512) 908-4698

1001 Enterprise Avenue, Oklahoma City, OK 73102

Contact Phone:(405) 831-9355
Contact Email: cgriggsby@fiinc.com
Feigus Office Furniture Contact: Brad Feigus
Contact Phone:(732) 780-6665
Contact Email: brad@feigus.com
Florida Office Interiors Contact: Chris Scully
Contact Phone:(904) 731-0063
Contact Email: cscully@foiusa.com
Fluid Interiors Contact: Berkeley Chaiborne
Contact Phone:(612) 746-8700
Contact Email: berk.claiborne@fluidinteriors.com
Fluid Interiors (Warehouse location) Contact: Berkeley Chai
Contact Phone:(612) 746-8700
Contact Email: berk.claiborne@fluidinteriors.com
Forrer Business Interiors, Inc. Contact: Randy Howard
Contact Phone:(414) 906-3200
Contact Email: rhoward@forrerinteriors.com
Forward Space Contact: Jenny Niemann
Contact Phone:(630) 589-5500
Contact Email: jniemann@forwardspace.com
Forward Space Contact: Jenny Niemann
Contact Phone:(312) 942-1100
Contact Email: jniemann@forwardspace.com
Forward Space Contact: Jenny Niemann
Contact Phone:(312) 942-1100
Contact Email: jniemann@forwardspace.com
Frost-Barber Inc. Contact: Larry Frost
Contact Phone:(225) 926-5000

Phone:(405) 831-9355
Fax:
2604 Atlantic Avenue, Wall, NJ 07719
Phone:(732) 780-6665
Fax:(732) 528-7007
8409 Baymeadows Road, Jacksonville, FL
Phone:(904) 731-0063
Fax:(904) 731-4060
100 North 6th Street, Minneapolis, MN 554
Phone:(612) 746-8700
Fax:(612) 746-8701
3800 50th Avenue N., Brooklyn Center, MN
Phone:(612) 746-8700
Fax:
555 W. Estabrook Blvd., Glendale, WI 532
Phone:(414) 906-3200
Fax:
1111 W. 22nd Street, Oak Brook , IL 60521
Phone:(630) 589-5500
Fax:(630) 589-5637
1142 N. North Branch, Chicago, IL 60642
Phone:(312) 942-1100
Fax:(312) 942-9480
13820 W. Business Center Drive, Lake Forest, IL
Phone:(312) 942-1100
Fax:
9322 Interline Avenue, Baton Rouge, LA 70801
Phone:(225) 926-5000

Contact Email: Ifrost@frost-barber.com

Furniture Marketing Group Inc Contact: Greg Almond

Contact Phone:(405) 772-1730

Contact Email: GregA@fmgi.com

Furniture Marketing Group Inc Contact: Greg Almond

Contact Phone:(713) 963-0678

Contact Email: GregA@fmgi.com

Furniture Marketing Group Inc Contact: Greg Almond

Contact Phone:(512) 908-4600

Contact Email: GregA@fmgi.com

Furniture Marketing Group Inc Contact: Greg Almond

Contact Phone:

Contact Email: GregA@fmgi.com

G B I - (RCF Group) Contact: Carl Satterwhite

Contact Phone:(513) 771-5550

Contact Email: csatterwhite@r-c-f.com

G L Seaman & Company Contact: Rebecca Lutz

Contact Phone:(817) 336-5400

Contact Email: rlutz@glsc.com

G L Seaman & Company Contact: Rebecca Lutz

Contact Phone:(214) 764-6400

Contact Email: rlutz@glsc.com

GL Seaman & Company www.glsc.com

Contact: Michelle McCoy

Contact Phone:

Contact Email: mmccoy@glsc.com

Grier Interiors (prev Gregory Grier Inc.) Contact: Chad Grier 2326 Distribution Street, Charlotte, NC 28211

Contact Phone:(704) 375-3375

Fax:(225) 926-5011

421 NW 10th Street, Oklahoma City, OK 73101

Phone:(405) 772-1730

Fax:(405) 606-6159

6801 Portwest Drive,, Houston, TX 77024

Phone:(713) 963-0678

Fax:

University Park, 3300 N. IH-35, Austin, TX 78758

Phone:(512) 908-4600

Fax:

6100 West Plano Parkway, Plano, TX 75093

Phone:

Fax:

6454 Centre Park Drive, West Chester, OH 45387

Phone:(513) 771-5550

Fax:(513) 771-5533

100 N. Forest Park Blvd., Fort Worth , TX 76103

Phone:(817) 336-5400

Fax:(817) 336-5442

4201 International Parkway, Carrollton, TX 75006

Phone:(214) 764-6400

Fax:(214) 764-6420

100 N. Forest Park Blvd, Suite 100 Fort Worth, TX 76103

Phone:(817) 336-5400

Fax:

2326 Distribution Street, Charlotte, NC 28211

Phone:(704) 375-3375

Contact Email: chad@g7interiors.com
Hannaher's Contact: Paul Hannaher
Contact Phone:(701) 277-7222
Contact Email: phannaher@hannahers.com
Hannaher's Contact: Paul Hannaher
Contact Phone:(218) 844-4570
Contact Email: phannaher@hannahers.com
Hannaher's (formerly Gaffaney's Office) Contact: Paul Hannaher
Contact Phone:(701) 746-6466
Contact Email: phannaher@hannahers.com
HBI Office Solutions Contact: Jim Hodges
Contact Phone:(979) 260-3001
Contact Email: jim@hbi-inc.com
HBI Office Solutions Contact: Jim Hodges
Contact Phone:(936) 295-5708
Contact Email: jim@hbi-inc.com
Henricksen & Company Contact: Mike Assell
Contact Phone:(212) 897-9876
Contact Email: m.assell@henricksen.com
Henricksen & Company Contact: Mike Assell
Contact Phone:(630) 250-9090
Contact Email: m.assell@henricksen.com
Henricksen & Company Contact: Mike Assell
Contact Phone:(612) 455-2200
Contact Email: m.assell@henricksen.com
Henricksen & Company Contact: Mike Assell
Contact Phone:(608) 244-1400
Contact Email: m.assell@henricksen.com

Fax:(704) 375-1710
3803 Main Avenue, Fargo, ND 58103-1141
Phone:(701) 277-7222
Fax:(701) 277-7097
920 Washington Avenue, Detroit Lakes, MN
Phone:(218) 844-4570
Fax:(218) 844-4571
2902 Gateway Drive, Grand Forks, ND 582
Phone:(701) 746-6466
Fax:(701) 746-0737
210 West 24th Street, Bryan, TX 77803
Phone:(979) 260-3001
Fax:(888) 551-7780
308 State Hwy 75 North, Huntsville, TX 771
Phone:(936) 295-5708
Fax:(888) 239-8517
21 W 38th Street, New York, NY 10018-21
Phone:(212) 897-9876
Fax:(646) 918-7041
1101 West Thorndale Avenue, Itasca, IL 601
Phone:(630) 250-9090
Fax:(630) 250-9112
1101 West River Parkway, Minneapolis, MN
Phone:(612) 455-2200
Fax:(612) 877-3300
5202 Eastpark Boulevard, Madison, WI 537
Phone:(608) 244-1400
Fax:(608) 244-3500

Henricksen & Company Contact: Mike Assell

Contact Phone:(312) 669-9090

Contact Email: m.assell@henricksen.com

Henricksen & Company Contact: Mike Assell

Contact Phone:(309) 636-0033

Contact Email: m.assell@henricksen.com

Henricksen & Company Contact: Mike Assell

Contact Phone:(262) 781-9090

Contact Email: m.assell@henricksen.com

Holmes & Brakel Contact: Mark Holmes

Contact Phone:(904) 538-9883

Contact Email: mholmes@holmesbrakel.com

Holmes & Brakel Contact: Mark Holmes

Contact Phone:(800) 883-6868

Contact Email: mholmes@holmesbrakel.com

Hubble Mitchell Interiors Contact: Chris Hubble

Contact Phone:(501) 312-2700

Contact Email: chubble@hubblemitchell.com

ID&A Contact: Michael Morris

Contact Phone:(502) 562-9255

Contact Email: mmorris@id-a.com

ID&A Contact: Michael Morris

Contact Phone:(859) 255-7595

Contact Email: mmorris@id-a.com

ID&A Contact: Mark Eley

Contact Phone:(812) 422-7811

Contact Email: meley@id-a.com

ID&A Contact: Mark Eley

328 South Jefferson Street, Chicago, IL 60

Phone:(312) 669-9090

Fax:(312) 669-9240

401 Southwest Water Street, Peoria, IL 61

Phone:(309) 636-0033

Fax:(309) 636-0034

3070 Gateway Road, Brookfield, WI 53045

Phone:(262) 781-9090

Fax:(262) 781-4334

8933 Western Way, Jacksonville, FL 3225

Phone:(904) 538-9883

Fax:(904) 538-0578

3901 Coconut Palm Drive, Tampa, FL 336

Phone:(800) 883-6868

Fax:(813) 229-2699

8001 Assembly Court, Little Rock, AR 722

Phone:(501) 312-2700

Fax:(501) 227-4301

1700 South 5th Street, Louisville, KY 4020

Phone:(502) 562-9255

Fax:(502) 562-9270

155 East Main Street, Lexington, KY 4050

Phone:(859) 255-7595

Fax:

1229 East Virginia Street, Evansville, IN 47

Phone:(812) 422-7811

Fax:

212 Overlook Circle, Brentwood, TN 37027

Contact Phone:(615) 695-9255
Contact Email: meley@id-a.com
Impact Office Interiors Contact: Benjamin Frank
Contact Phone:(770) 228-0706
Contact Email: bfrank@impactofficeinteriors.com
Innerplan Office Interiors Contact: Tim McMennamy
Contact Phone:(501) 371-0300
Contact Email: tim@innerplan.com
Innerplan Office Interiors Contact: Tim McMennamy
Contact Phone:(479) 695-1326
Contact Email: tim@innerplan.com
Innerspace Architectural Interiors Contact: Jim Vaughn
Contact Phone:(850) 664-1249
Contact Email: jvaughn@innerspace.com
Innerspace Architectural Interiors Contact: Jim Vaughn
Contact Phone:(334) 272-0031
Contact Email: jvaughn@innerspace.com
Innerspace Architectural Interiors Contact: Jim Vaughn
Contact Phone:(256) 539-6292
Contact Email: jvaughn@innerspace.com
Innerspace Architectural Interiors Contact: Jim Vaughn
Contact Phone:(251) 433-2730
Contact Email: jvaughn@innerspace.com
Innerspace Architectural Interiors Contact: Jim Vaughn
Contact Phone:(251) 433-2730
Contact Email: jvaughn@innerspace.com
Innerspace Architectural Interiors Contact: Jim Vaughn
Contact Phone:(205) 323-2491

Phone:(615) 695-9255
Fax:
222 Meriwether Street, Griffin, GA 30224-3
Phone:(770) 228-0706
Fax:(770) 233-9429
7001 Innerplan Drive, North Little Rock, AF
Phone:(501) 371-0300
Fax:(501) 372-3838
100 W. Center Street, Fayetteville, AR 727
Phone:(479) 695-1326
Fax:(479) 695-1327
139 S.E. Elgin Parkway, Fort Walton Beach
Phone:(850) 664-1249
Fax:(850) 664-1259
895 Lagoon Commercial Blvd., Montgomer
Phone:(334) 272-0031
Fax:(334) 272-0690
313 Jefferson Street, Huntsville, AL 35801
Phone:(256) 539-6292
Fax:(256) 539-6774
201A Saint Joseph Street, Mobile, AL 366
Phone:(251) 433-2730
Fax:(251) 433-9477
427 W. Garden Street, Pensacola, FL 325
Phone:(251) 433-2730
Fax:(251) 433-9477
2830 6th Avenue South, Birmingham, AL 3
Phone:(205) 323-2491

Contact Email: jvaughn@innerspaice.com	Fax:(205) 323-2495
Innerspaice Architectural Interiors (warehouse) Contact: Jim	1008 Oak Street, Mobile, AL 36604
Contact Phone:(251) 433-2730	Phone:(251) 433-2730
Contact Email: jvaughn@innerspaice.com	Fax:(251) 433-9477
Innovative Office Solutions (IOS) Contact: Greg Nietfeld	8016 Industrial Drive, Maria Stein, OH 458
Contact Phone:(419) 925-5433	Phone:(419) 925-5433
Contact Email: gnietfeld@ios-inc.com	Fax:(419) 925-0311
Innovative Office Solutions (IOS) Contact: Greg Nietfeld	5778 Jassamine Drive, Dayton, OH 45449
Contact Phone:(800) 253-3005	Phone:(800) 253-3005
Contact Email: gnietfeld@ios-inc.com	Fax:
Inside Source Contact: Dave Denny	985 Industrial Road,, San Carlos, CA 9407
Contact Phone:(650) 508-9101	Phone:(650) 508-9101
Contact Email: ddenny@insidesource.com	Fax:
Inside Source Contact: Dave Denny	9 Maritime Plaza, San Francisco, CA 9411
Contact Phone:(415) 399-5310	Phone:(415) 399-5310
Contact Email: ddenny@insidesource.com	Fax:
Inside Source Contact: Dave Denny	300 Park Avenue, San Jose, CA 95110
Contact Phone:(408) 389-7341	Phone:(408) 389-7341
Contact Email: ddenny@insidesource.com	Fax:
Inside Source Contact: Dave Denny	54 West 21st Street, New York, NY 10010
Contact Phone:(347) 486-5924	Phone:(347) 486-5924
Contact Email: ddenny@insidesource.com	Fax:
Integrated Facilities Group (IFG) Contact: Marsha Geisert	125 South Washington Street, Wichita, KS
Contact Phone:(316) 262-1417	Phone:(316) 262-1417
Contact Email: marsha@ifgwichita.com	Fax:(316) 262-1418
Intereum Contact: Matt Sveen	845 Berkshire Lane North, Plymouth, MN 5
Contact Phone:(763) 417-3300	Phone:(763) 417-3300
Contact Email: msveen@intereum.com	Fax:(763) 417-3309

Interior Investments Contact: Don Shannon
Contact Phone:(847) 325-1000
Contact Email: dshannon@interiorinvestments.com
Interior Investments Contact: Don Shannon
Contact Phone:(715) 204-3030
Contact Email: dshannon@interiorinvestments.com
Interior Investments Contact: Don Shannon
Contact Phone:(630) 563-4700
Contact Email: dshannon@interiorinvestments.com
Interior Investments Contact: Don Shannon
Contact Phone:(608) 216-7900
Contact Email: dshannon@interiorinvestments.com
Interior Investments Contact: Don Shannon
Contact Phone:(414) 287-0000
Contact Email: dshannon@interiorinvestments.com
Interior Investments Contact: Don Shannon
Contact Phone:(314) 644-5060
Contact Email: dshannon@interiorinvestments.com
Interior Investments Contact: Don Shannon
Contact Phone:(312) 212-5100
Contact Email: dshannon@interiorinvestments.com
Interior Landscapes, LLC Contact: Jim Turner
Contact Phone:(816) 842-2120
Contact Email: jturner@interscape.biz
Interior Office Solutions (IOS) Contact: Jesse Bagley
Contact Phone:(949) 724-9444
Contact Email: jbagley@iosinc.net
Interior Office Solutions (IOS) Contact: Jesse Bagley

550 Bond Street, Lincolnshire, IL 60069
Phone:(847) 325-1000
Fax:(847) 325-1001
505 South 24th Avenue, Wausau, WI 5440
Phone:(715) 204-3030
Fax:(715) 204-3031
1250 East Diehl Road, Naperville, IL 60563
Phone:(630) 563-4700
Fax:(630) 563-4701
4001 Felland Road, Madison, WI 53718
Phone:(608) 216-7900
Fax:(608) 216-7901
756 North Milwaukee Street, Milwaukee, WI
Phone:(414) 287-0000
Fax:(414) 287-0001
9 Sunnen Drive, St. Louis, MO 63143
Phone:(314) 644-5060
Fax:(314) 644-5007
205 West Wacker Drive, Chicago, IL 60606
Phone:(312) 212-5100
Fax:(312) 212-5101
2121 Central Street, Kansas City, MO 64108
Phone:(816) 842-2120
Fax:(816) 842-2129
17800 Mitchell North, Irvine, CA 92614
Phone:(949) 724-9444
Fax:(949) 724-9449
240 North Broadway, Portland, OR 97227

Contact Phone:(503) 205-2200
Contact Email: jbagley@iosinc.net
Interior Office Solutions (IOS) Contact: Jesse Bagley
Contact Phone:(310) 726-9067
Contact Email: jbagley@iosinc.net
Interior Office Solutions (IOS) Contact: Jesse Bagley
Contact Phone:(206) 435-7700
Contact Email: jbagley@iosinc.net
Interior Showplace, Ltd. Contact: Kimberly Quezada
Contact Phone:(808) 593-8420
Contact Email: kquezada@interior-showplace.com
Interior Solutions Contact: Jan Malof
Contact Phone:(716) 332-0372
Contact Email: jmalof@is-wny.com
Interiors for Business, Inc. Contact: Peter J. Molenhouse
Contact Phone:(630) 761-1070
Contact Email: pmolenhouse@interiorsforbusiness.com
J M J Workplace Interiors Contact: John Massad
Contact Phone:(804) 270-7400
Contact Email: john@jmjcorporation.com
J M J Workplace Interiors / JMJ Corporation Contact: John I
Contact Phone:(804) 270-7400
Contact Email: john@jmjcorporation.com
JC White Contact: Mark Feltingoff
Contact Phone:(954) 499-6677
Contact Email: mark.feltingoff@jcwhite.com
JC White Contact: Mark Feltingoff
Contact Phone:(561) 848-4983

Phone:(503) 205-2200
Fax:(503) 534-0200
444 S. Flower Street, Los Angeles, CA 900
Phone:(310) 726-9067
Fax:(310) 726-9066
705 5th Avenue South, Seattle, WA 98104
Phone:(206) 435-7700
Fax:
956 Queen Street, Honolulu, HI 96814
Phone:(808) 593-8420
Fax:(808) 591-8324
472 Franklin Street, Buffalo, NY 14202
Phone:(716) 332-0372
Fax:
409 North River Street,, Batavia, IL 60510
Phone:(630) 761-1070
Fax:(630) 760-1065
315 William Street, Fredericksburg, VA 214
Phone:(804) 270-7400
Fax:
17910 W Broad Street, Henrico, VA 23294-6
Phone:(804) 270-7400
Fax:
3501 Commerce Parkway, Miramar, FL 33
Phone:(954) 499-6677
Fax:(954) 499-6678
2403 S. Dixie Highway, West Palm Beach,
Phone:(561) 848-4983

Contact Email: mark.feltingoff@jcwhite.com
Kayhan International Limited Contact: Pat Turnbull
Contact Phone:(847) 843-5060
Contact Email: pat.turnbull@kayhan.com
Kayhan International Limited Contact: Pat Turnbull
Contact Phone:
Contact Email: pat.turnbull@kayhan.com
KBM Workspace Contact: Stan Vuckovich
Contact Phone:(408) 351-7100
Contact Email: stanv@kbmworkspace.com
Kentwood Office Furniture Contact: Robert VanKaenel
Contact Phone:(630) 693-2263
Contact Email: bobvonkaenel@kentwoodoffice.com
Kentwood Office Furniture Contact: Robert VanKaenel
Contact Phone:(616) 947-2320
Contact Email: bobvonkaenel@kentwoodoffice.com
Kentwood Office Furniture Contact: Robert VanKaenel
Contact Phone:(517) 990-0362
Contact Email: bobvonkaenel@kentwoodoffice.com
Kentwood Office Furniture Contact: Robert VanKaenel
Contact Phone:(517) 492-7000
Contact Email: bobvonkaenel@kentwoodoffice.com
Kentwood Office Furniture Contact: Robert VanKaenel
Contact Phone:(317) 288-2678
Contact Email: bobvonkaenel@kentwoodoffice.com
Kentwood Office Furniture Contact: Robert VanKaenel
Contact Phone:(248) 442-4888
Contact Email: bobvonkaenel@kentwoodoffice.com

Fax:(561) 651-1091
1475 E. Woodfield Road,, Schaumburg, IL
Phone:(847) 843-5060
Fax:(847) 843-5065
4 East Ohio Street, Chicago, IL 60611
Phone:
Fax:
160 West Santa Clara Street, San Jose, C.
Phone:(408) 351-7100
Fax:(408) 938-0699
330 W. Roosevelt Road, Lombard, IL 6014
Phone:(630) 693-2263
Fax:
3063 Breton Road S.E., Grand Rapids, MI
Phone:(616) 947-2320
Fax:
2420 West Michigan Ave, Jackson, MI 492
Phone:(517) 990-0362
Fax:
2101 West Willow Street, Lansing, MI 489
Phone:(517) 492-7000
Fax:
7226 East 87th Street, Indianapolis, IN 462
Phone:(317) 288-2678
Fax:
40500 Grand River Ave., Novi, MI 48375
Phone:(248) 442-4888
Fax:

King Business Interiors, Inc. Contact: Darla King

Contact Phone:(614) 796-4018

Contact Email: darlaking@kbiinc.com

King Business Interiors, Inc. Contact: Darla King

Contact Phone:(614) 796-4018

Contact Email: darlaking@kbiinc.com

King Business Interiors, Inc. Contact: Darla King

Contact Phone:(614) 796-4018

Contact Email: darlaking@kbiinc.com

King Business Interiors, Inc. (Warehouse) Contact: Darla King

Contact Phone:(614) 796-4018

Contact Email: darlaking@kbiinc.com

Kyser OfficeWorks, Inc. Contact: Chris Dunn

Contact Phone:(334) 834-9400

Contact Email: cdunn@kyser.com

L J Duffy Inc. Contact: Larry Duffy

Contact Phone:(212) 414-9800

Contact Email: lduffy@ljduffy.com

Libra-Tech www.libraryfurniture.com

Contact: KellySmith

Contact Phone:(940) 464-3033

Contact Email: kelly@libraryfurniture.com

Lincoln Office Contact: Bill Pape

Contact Phone:(309) 427-2500

Contact Email: papeb@lincolnoffice.com

Lincoln Office Contact: Bill Pape

Contact Phone:(219) 662-2777

Contact Email: papeb@lincolnoffice.com

175 S. Third Street, Columbus, OH 43215

Phone:(614) 796-4018

Fax:

25 South St. Clair Street, Toledo, OH 4306

Phone:(614) 796-4018

Fax:

6155 Huntley Road, Columbus, OH 43229

Phone:(614) 796-4018

Fax:

1001 Distribution Drive, Columbus, OH 43229

Phone:(614) 796-4018

Fax:

2400 Spruce Street, Montgomery, AL 36106

Phone:(334) 834-9400

Fax:(334) 262-0701

150 West 30th Street, New York, NY 10001

Phone:(212) 414-9800

Fax:(212) 414-1508

525 E Hickory Hill Argyle TX 76226

Phone:(940) 464-3033

Fax:

205 Eastgate Drive, Washington, IL 61571

Phone:(309) 427-2500

Fax:(309) 427-2600

1200 Arrowhead Court, Crown Point, IN 46032

Phone:(219) 662-2777

Fax:(219) 662-7770

Lincoln Office Contact: Bill Pape
Contact Phone:(563) 322-5660
Contact Email: papeb@lincolnoffice.com
Link Interiors Contact: Kimberly Duke
Contact Phone:(514) 514-9173
Contact Email: kimberly@linkinteriors.net
Machabee Office Environments Contact: Scott Machabee
Contact Phone:(775) 329-3145
Contact Email: smachabee@machabee.com
Machabee Office Environments Contact: Scott Machabee
Contact Phone:(702) 263-8800
Contact Email: smachabee@machabee.com
Marathon Building Environments Contact: Frank Sovich
Contact Phone:(573) 875-7115
Contact Email: fsovich@marathonbe.com
MarxModa Contact: Joe Marx
Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
MarxModa Contact: Joe Marx
Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
MarxModa Contact: Joe Marx
Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
MarxModa Contact: Joe Marx
Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
MarxModa Contact: Joe Marx

1026 Mound Street, Davenport, IA 52803
Phone:(563) 322-5660
Fax:
P.O. Box 506, Morgantown, PA 10649
Phone:(514) 514-9173
Fax:
50 E. Greg Street, Sparks, NV 89431
Phone:(775) 329-3145
Fax:(775) 786-5710
6435 Sunset Corporate Drive, Las Vegas,
Phone:(702) 263-8800
Fax:(702) 263-8801
1715 Paris Road, Columbia, MO 65201
Phone:(573) 875-7115
Fax:(573) 875-7116
555 Friendly Street, Pontiac, MI 48341
Phone:(855) 242-9292
Fax:
13501 Ashurst Court (Distribution Center),
Phone:(855) 242-9292
Fax:
1555 Broadway, Detroit, MI 48226
Phone:(855) 242-9292
Fax:
259 East Michigan Avenue, Kalamazoo, M
Phone:(855) 242-9292
Fax:
4633 Patterson S.E., Grand Rapids, MI 49:

Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
MarxModa Contact: Joe Marx
Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
MarxModa Contact: Joe Marx
Contact Phone:(855) 242-9292
Contact Email: Joe.Marx@marxmoda.com
Mason Inc. Contact: Joseph Conners
Contact Phone:(912) 232-4192
Contact Email: jlconners@mason-inc.com
MBI Seattle Contact: Jay Harmeyer
Contact Phone:(206) 343-5800
Contact Email: jayh@mbiseattle.com
McCoy-Rockford Inc. Contact: Stan Bunting
Contact Phone:(512) 442-0703
Contact Email: sbunting@mccoyinc.com
McCoy-Rockford Inc. Contact: Ken Beaver
Contact Phone:(713) 862-4600
Contact Email: kbeaver@mccoyinc.com
McWaters, Inc. Contact: Ned Little
Contact Phone:(912) 352-9000
Contact Email: nlittle@mcwaters.com
McWaters, Inc. Contact: Ned Little
Contact Phone:(843) 486-1823
Contact Email: nlittle@mcwaters.com
McWaters, Inc. Contact: Ned Little
Contact Phone:(803) 256-8303

Phone:(855) 242-9292
Fax:
3135 Pine Tree Road,, Lansing, MI 48911
Phone:(855) 242-9292
Fax:
1101 West Hammond Road, Traverse City
Phone:(855) 242-9292
Fax:
2301-B Rowland Avenue, Savannah, GA 3
Phone:(912) 232-4192
Fax:(912) 234-3654
600 Stewart Street, Seattle, WA 98101
Phone:(206) 343-5800
Fax:(206) 343-0231
211 East Riverside Drive, Austin, TX 78704
Phone:(512) 442-0703
Fax:(512) 442-6555
6869 Old Katy Road, Houston, TX 77024
Phone:(713) 862-4600
Fax:
117 Prosperity Drive, Savannah, GA 31406
Phone:(912) 352-9000
Fax:(912) 352-2034
7555-A Palmetto Commerce Parkway, Nor
Phone:(843) 486-1823
Fax:(803) 252-5567
1104 Shop Road, Columbia, SC 29201
Phone:(803) 256-8303

Contact Email: nlittle@mcwaters.com

McWaters, Inc. Contact: Ned Little

Contact Phone:(706) 396-5400

Contact Email: nlittle@mcwaters.com

Meadows Office Furniture Company Contact: Dana Justus

Contact Phone:(212) 741-0333

Contact Email: djustus@meadowsoffice.com

Meadows Office Furniture Company Contact: Dana Justus

Contact Phone:(201) 797-7010

Contact Email: djustus@meadowsoffice.com

MeTEOR Education meteoreducation.com

Contact: Brent Jones

Contact Phone:

Contact Email: bjones@meteoreducation.com

Michael's Office Furnishings Contact: Bob Paget

Contact Phone:(530) 221-3310

Contact Email: bob@michaels-inc.com

Miles Treaster & Associates Contact: Therese Kingsbury

Contact Phone:(916) 373-1800

Contact Email: tkingsbury@mtaoffice.com

MOI Contact: David Noel

Contact Phone:(804) 343-0788

Contact Email: dnoel@mooi.com

MOI Contact: David Noel

Contact Phone:(757) 201-3547

Contact Email: dnoel@mooi.com

MOI Contact: David Noel

Contact Phone:(410) 265-5600

Fax:(803) 252-5567

3708 Benchmark Drive, Augusta, GA 3090

Phone:(706) 396-5400

Fax:(706) 396-5401

885 Third Avenue, 29th Floor, New York, N

Phone:(212) 741-0333

Fax:(212) 741-0334

21-00 State Route 2085, Fair Lawn, NJ 07

Phone:(201) 797-7010

Fax:(201) 797-7033

690 NE 23rd Ave, Gainesville, FL 32609

Phone:

Fax:

5138 Caterpillar Road, Redding, CA 96003

Phone:(530) 221-3310

Fax:

1810 13th Street, Sacramento, CA 95811

Phone:(916) 373-1800

Fax:(916) 373-1899

1051 East Cary Street, Richmond, VA 232

Phone:(804) 343-0788

Fax:(804) 343-0789

Two Columbus Center, 4500 Main Street, N

Phone:(757) 201-3547

Fax:(757) 201-3511

2923 Lord Baltimore Drive, Baltimore, MD :

Phone:(410) 265-5600

Contact Email: dnoel@moii.com
MOI Contact: David Noel
Contact Phone:(202) 469-7600
Contact Email: dnoel@moii.com
Nashville Office Interiors Contact: Derrick Peppers
Contact Phone:(865) 671-1066
Contact Email: dpeppers@noi-tn.com
Nashville Office Interiors Contact: Derrick Peppers
Contact Phone:(615) 329-1811
Contact Email: dpeppers@noi-tn.com
Nashville Office Interiors Contact: Derrick Peppers
Contact Phone:(423) 629-6100
Contact Email: dpeppers@noi-tn.com
NFL Officeworks Contact: Rick Robillard
Contact Phone:(864) 295-1600
Contact Email: rickrobillard@nflinc.com
NFL Officeworks Contact: Rick Robillard
Contact Phone:(404) 872-7280
Contact Email: rickrobillard@nflinc.com
OEC - Office Environment Company Contact: Tim Lodge
Contact Phone:(208) 385-0507
Contact Email: tim@oecboise.com
Office Environments - AL Contact: Brian McMahon
Contact Phone:(850) 434-1165
Contact Email: bmcmahon@officenvironments.com
Office Environments - AL Contact: Brian McMahon
Contact Phone:(850) 241-1750
Contact Email: bmcmahon@officenvironments.com

Fax:(410) 265-5699
111 K Street N.E., Washington, DC 20002
Phone:(202) 469-7600
Fax:(202) 469-7699
3 Emory Place, Knoxville, TN 37917
Phone:(865) 671-1066
Fax:(865) 675-4965
1621 Church Street, Nashville, TN 37203
Phone:(615) 329-1811
Fax:(615) 329-1322
4167 South Creek Road, Chattanooga, TN
Phone:(423) 629-6100
Fax:(423) 629-6177
146 West Phillips Road,, Greer, SC 29650
Phone:(864) 295-1600
Fax:
2865 Log Cabin Drive, Atlanta, GA 30039
Phone:(404) 872-7280
Fax:
623 S. Americana Blvd., Boise, ID 83702
Phone:(208) 385-0507
Fax:
111 S. DeVilliers Street, Pensacola, FL 32107
Phone:(850) 434-1165
Fax:(850) 434-1170
1801 Hermitage Blvd, Tallahassee, FL 32304
Phone:(850) 241-1750
Fax:(850) 241-1748

Office Environments - AL Contact: Brian McMahon
Contact Phone:(352) 213-2423

Contact Email: bmcMahon@officenvironments.com

Office Environments - AL Contact: Brian McMahon
Contact Phone:(256) 704-5001

Contact Email: bmcMahon@officenvironments.com

Office Environments - AL Contact: Brian McMahon
Contact Phone:(205) 443-8300

Contact Email: bmcMahon@officenvironments.com

Office Environments & Services Contact: Zimmerman Boulo
Contact Phone:(904) 398-9761

Contact Email: zim@oesjax.com

Office Environments Inc. - VT Contact: Mark Kelley
Contact Phone:(802) 864-3000

Contact Email: mkelley912@aol.com

Office Equipment Company of Mobile Contact: Tom Bramlett
Contact Phone:(251) 471-3368

Contact Email: tbramlett@oecbi.com

Office Equipment Company of Mobile Contact: Tom Bramlett
Contact Phone:(228) 539-9575

Contact Email: tbramlett@oecbi.com

Office Furniture Expo Contact: Karl Altmann
Contact Phone:(770) 455-0440

Contact Email: karl@ofexpo.com

Office Furniture Group, Inc. Contact: Scott Lazarus
Contact Phone:(949) 769-6400

Contact Email: slazarus@ofginc.com

Office Furniture Outfitters Contact: Jim Burns

237 SW 7th Terrace, Gainesville, FL 32601
Phone:(352) 213-2423

Fax:(850) 241-1748

200 West Side Square, Huntsville, AL 35801
Phone:(256) 704-5001

Fax:(256) 704-5006

1827 First Avenue North, Birmingham, AL 35203
Phone:(205) 443-8300

Fax:(205) 930-0386

1524 San Marco Boulevard, Jacksonville, FL 32207
Phone:(904) 398-9761

Fax:

5 Green Tree Drive, South Burlington, VT 05403
Phone:(802) 864-3000

Fax:(802) 865-2590

104 East I-65 Service Road North, Mobile, AL 36688
Phone:(251) 471-3368

Fax:(251) 471-0019

12199 Highway 49, Gulfport, MS 39503
Phone:(228) 539-9575

Fax:(228) 539-9566

5385 Buford Highway, Doraville, GA 30340
Phone:(770) 455-0440

Fax:(770) 458-9541

18400 Von Karman, Irvine, CA 92612
Phone:(949) 769-6400

Fax:(949) 769-6401

1727 Grand Avenue, Knoxville, TN 37916

Contact Phone:(865) 524-3003
Contact Email: jburns@ofoknox.com
Office Furniture Partnership Contact: Ken Brennan
Contact Phone:(973) 267-6966
Contact Email: Ken@officefurniturepartnership.com
Office Furniture Solutions Contact: Larry Singer
Contact Phone:(314) 881-8130
Contact Email: lsinger@ofs-inc.com
Office Outfitters & Planners Inc. Contact: Duncan Rowley
Contact Phone:(970) 245-6300
Contact Email: duncan@officeplanners.com
Office Pavilion - Contract Furnishers of Hawaii Contact: Wendy
Contact Phone:(808) 599-2411
Contact Email: wendy@op-hawaii.com
Office Pavilion - Houston Contact: Steve Marnoy
Contact Phone:(713) 803-0000
Contact Email: smarnoy@ophouston.com
Office Resources Contact: Kevin Barbary
Contact Phone:(860) 218-2080
Contact Email: kevinbarbary@ori.com
Office Resources Contact: Kevin Barbary
Contact Phone:(617) 423-9100
Contact Email: kevinbarbary@ori.com
Office Resources Contact: Kevin Barbary
Contact Phone:(603) 645-9808
Contact Email: kevinbarbary@ori.com
Office Resources Contact: Kevin Barbary
Contact Phone:(508) 719-0219

Phone:(865) 524-3003
Fax:
67 East Park Place, Morristown, NJ 07960
Phone:(973) 267-6966
Fax:(973) 267-5590
11485 Page Service Drive, St. Louis, MO 63143
Phone:(314) 881-8130
Fax:
749 Main Street, Grand Junction, CO 81501
Phone:(970) 245-6300
Fax:(970) 245-6301
50 South Beretania Street,, Honolulu, HI 96813
Phone:(808) 599-2411
Fax:(808) 599-2617
10030 Bent Oak Drive, Houston, TX 77040
Phone:(713) 803-0000
Fax:(713) 803-0001
100 Pearl Street, Hartford, CT 06103
Phone:(860) 218-2080
Fax:(860) 218-2081
263 Summer Street, Boston, MA 02210
Phone:(617) 423-9100
Fax:(617) 423-5590
1200 Elm Street, Manchester, NH 03101
Phone:(603) 645-9808
Fax:(603) 645-6798
810 Boston Turnpike Road, Shrewsbury, MA 01545
Phone:(508) 719-0219

Contact Email: kevinbarbary@ori.com
Office Resources Contact: Kevin Barbary
Contact Phone:(207) 775-5344
Contact Email: kevinbarbary@ori.com
Office Resources Contact: Kevin Barbary
Contact Phone:(212) 704-9848
Contact Email: kevinbarbary@ori.com
Office Revolution Contact: Bernie Donaldson
Contact Phone:(847) 656-2250
Contact Email: bdonaldson@office-revolution.com
Office Revolution Contact: Bernie Donaldson
Contact Phone:(312) 222-1110
Contact Email: bdonaldson@office-revolution.com
Office Revolution Contact: Bernie Donaldson
Contact Phone:
Contact Email: bdonaldson@office-revolution.com
OfficeScapes Contact: Bob Diebel
Contact Phone:(970) 223-5959
Contact Email: bdiebel@officescapes.com
OfficeScapes Contact: Bob Diebel
Contact Phone:(719) 574-1113
Contact Email: bdiebel@officescapes.com
OfficeScapes Contact: Bob Diebel
Contact Phone:(303) 574-1115
Contact Email: bdiebel@officescapes.com
OfficeScapes Contact: Bob Diebel
Contact Phone:(303) 373-7085
Contact Email: bdiebel@officescapes.com

Fax:(508) 719-0220
22 York Street, Portland, ME 04101
Phone:(207) 775-5344
Fax:(207) 775-6731
76 Ninth Street, New York, NY 10011
Phone:(212) 704-9848
Fax:
2610 Lake Cook Road (Corporate Office),
Phone:(847) 656-2250
Fax:(847) 656-2249
130 East Randolph, Chicago, IL 60601
Phone:(312) 222-1110
Fax:(312) 222-1115
905 S. Menard Avenue, Chicago, IL 60644
Phone:
Fax:
4950 S. College Avenue, Fort Collins, CO
Phone:(970) 223-5959
Fax:(970) 223-5858
2506 Zeppelin Road, Colorado Springs, CO
Phone:(719) 574-1113
Fax:(719) 574-1133
9900 E 51st Avenue, Denver, CO 80238
Phone:(303) 574-1115
Fax:(303) 574-1116
1445 Market Street, Denver, CO 80202
Phone:(303) 373-7085
Fax:

OfficeSource Ltd Contact: Dean Class
Contact Phone:(210) 212-7742
Contact Email:
OfficeWorks Contact: Dan Morris
Contact Phone:(317) 577-3510
Contact Email: dmorris@officeworks.net
Offix Systems Contact: Juan C. Vidal
Contact Phone:(610) 231-2000
Contact Email: jcvidal@offixsystems.com
Offix Systems Contact: Juan C. Vidal
Contact Phone:(610) 231-2000
Contact Email: jcvidal@offixsystems.com
OFI Contact: Richard Mills
Contact Phone:(860) 666-3357
Contact Email: rmills@myofi.com
OFI Contact: Richard Mills
Contact Phone:(203) 324-7517
Contact Email: rmills@myofi.com
Ohio Desk Contact: David Humphries
Contact Phone:(330) 499-1030
Contact Email: Dhumphries@ohiodesk.com
Ohio Desk Contact: David Humphries
Contact Phone:(330) 782-3331
Contact Email: Dhumphries@ohiodesk.com
Ohio Desk Contact: David Humphries
Contact Phone:(216) 623-0600
Contact Email: Dhumphries@ohiodesk.com
Ohio Desk - Warehouse Contact: David Humphries

1133 Broadway, San Antonio, Texas 78214
Phone:
Fax:
12000 Exit Five Parkway, Fishers, IN 4603
Phone:(317) 577-3510
Fax:(317) 577-3550
612 West Hamilton Street, Allentown, PA 1
Phone:(610) 231-2000
Fax:(610) 231-2095
924 Marcon Boulevard, Allentown, PA 181
Phone:(610) 231-2000
Fax:(610) 231-2095
28 Garfield Street, Newington, CT 06111
Phone:(860) 666-3357
Fax:(860) 594-4550
1281 East Main Street, Stamford, CT 0690
Phone:(203) 324-7517
Fax:
34 Swartz Road, Akron, OH 44319
Phone:(330) 499-1030
Fax:(330) 786-1031
5100 Market Street, Youngstown, OH 4451
Phone:(330) 782-3331
Fax:(330) 782-0951
1122 Prospect Avenue, Cleveland, OH 441
Phone:(216) 623-0600
Fax:(216) 623-0611
4851 Van Epps, Brooklyn Heights, OH 441

Contact Phone:
Contact Email: Dhumphries@ohiodesk.com
OpenSquare Contact: Jeff Rospond
Contact Phone:(509) 483-1000
Contact Email: jrospond@open-sq.com
OpenSquare Contact: Jeff Rospond
Contact Phone:(206) 768-8000
Contact Email: jrospond@open-sq.com
OpenSquare Contact: Jeff Rospond
Contact Phone:(206) 768-8000
Contact Email: jrospond@open-sq.com
OpenSquare - Seattle Customer Service Center Contact: Je
Contact Phone:(206) 768-8000
Contact Email: jrospond@open-sq.com
OstermanCron Contact: Keith Cron
Contact Phone:(513) 771-3377
Contact Email: KeithC@ostermancron.com
Oswalt Office Interiors (W H Oswalt Co) Contact: John Dye
Contact Phone:(419) 529-3575
Contact Email: jdye@oswaltofficefurniture.com
Pear Workplace Solutions Contact: John Robbins
Contact Phone:(303) 824-2000
Contact Email: jrobbins@pearwork.com
Perdue, Inc. Contact: Vincent A. McCormack
Contact Phone:(904) 737-5858
Contact Email: vince.mccormack@perdueoffice.com
Perdue, Inc. Contact: Vincent A. McCormack
Contact Phone:(850) 383-4225

Phone:
Fax:
126 South Sheridan Street, Spokane, WA
Phone:(509) 483-1000
Fax:(509) 483-1011
5601 6th Avenue South, Seattle, WA 9810
Phone:(206) 768-8000
Fax:(206) 768-0236
6804 South 212th Street, Kent, WA 98032
Phone:(206) 768-8000
Fax:(206) 768-0236
6000 East Marginal Way S., Seattle, WA 9
Phone:(206) 768-8000
Fax:(206) 762-1945
10830 Millington Court, Cincinnati, OH 452
Phone:(513) 771-3377
Fax:
557 North Home Road, Mansfield, OH 449
Phone:(419) 529-3575
Fax:(419) 529-3575
1515 Arapahoe Street, Tower 1, Denver, C
Phone:(303) 824-2000
Fax:(303) 824-2001
5 W. Forsyth Street, , Jacksonville, FL 322
Phone:(904) 737-5858
Fax:
313 N. Monroe Street, Tallahassee, FL 323
Phone:(850) 383-4225

Contact Email: vince.mccormack@perdueoffice.com
Pivot Interiors (North) Contact: Ken Baugh
Contact Phone:(415) 392-6800
Contact Email: kbaugh@pivotinteriors.com
Pivot Interiors (North) Contact: Ken Baugh
Contact Phone:(408) 432-5600
Contact Email: kbaugh@pivotinteriors.com
Pivot Interiors (North) Contact: Ken Baugh
Contact Phone:(408) 432-5600
Contact Email: kbaugh@pivotinteriors.com
Pivot Interiors (South) Contact: Ken Baugh
Contact Phone:(657) 232-9300
Contact Email: kbaugh@pivotinteriors.com
Pivot Interiors (South) Contact: Ken Baugh
Contact Phone:(323) 801-2000
Contact Email: kbaugh@pivotinteriors.com
Pivot Interiors (South) Contact: Ken Baugh
Contact Phone:(714) 739-5293
Contact Email: kbaugh@pivotinteriors.com
PMC Commercial Interiors Contact: Harry Chalker
Contact Phone:(919) 325-0002
Contact Email: harry@pmccommercialinteriors.com
PMC Commercial Interiors Contact: Mike Todd
Contact Phone:(704) 343-9199
Contact Email: miket@pmccommercialinteriors.com
PMC Commercial Interiors Contact: Kelsey Brown
Contact Phone:(336) 324-9396
Contact Email: kelsey@pmccommercialinteriors.com

Fax:
333 Bush Street, San Francisco, CA 94104
Phone:(415) 392-6800
Fax:
3355 Scott Blvd., Santa Clara, CA 95054
Phone:(408) 432-5600
Fax:
48888 Fremont Blvd, Fremont, CA 9453
Phone:(408) 432-5600
Fax:
3200 Park Center Drive, Costa Mesa, CA 92626
Phone:(657) 232-9300
Fax:
6420 Wilshire Boulevard, Los Angeles, CA 90048
Phone:(323) 801-2000
Fax:
16651 Knott Avenue, La Mirada, CA 90638
Phone:(714) 739-5293
Fax:
3000 Perimeter Park Drive, Morrisville, NC 27560
Phone:(919) 325-0002
Fax:(919) 829-0103
11435 Granite Street, Charlotte, NC 28273
Phone:(704) 343-9199
Fax:(704) 343-0199
111 W. Lewis Street,, Greensboro, NC 27401
Phone:(336) 324-9396
Fax:(336) 550-4991

Prentice Office (Warehouse location only) Contact: Jan Malof 777 Young Street, Tonawanda, NY 14150
Contact Phone:(716) 694-1950 Phone:(716) 694-1950
Contact Email: jmalof@is-wyn.com Fax:(716) 694-1986
Prentice Office Environments Contact: Jan Malof 472 Franklin Street, Buffalo, NY 14202
Contact Phone:(716) 884-8452 Phone:(716) 884-8452
Contact Email: jmalof@is-wny.com Fax:(716) 884-0894
Price Modern, LLC Contact: Robert Cooper 2604 Sisson Street, Baltimore, MD 21211
Contact Phone:(410) 366-5500 Phone:(410) 366-5500
Contact Email: robert.cooper@pricemodern.com Fax:(410) 235-8382
Price Modern, LLC Contact: Robert Cooper 440 Forbes Blvd., Lanham, MD 20706
Contact Phone:(301) 459-8111 Phone:(301) 459-8111
Contact Email: robert.cooper@pricemodern.com Fax:(301) 459-3715
Price Modern, LLC (Distribution Center) Contact: Robert Cooper 1101 Desoto Road, Baltimore, MD 21223
Contact Phone:(410) 366-5500 Phone:(410) 366-5500
Contact Email: robert.cooper@pricemodern.com Fax:
R O I Office Interiors Contact: Robert Angelicola 50 State Street, 2nd Floor, Albany, NY 122
Contact Phone:(518) 486-8180 Phone:(518) 486-8180
Contact Email: rob@roiofficeinteriors.com Fax:(518) 486-8181
R O I Office Interiors Contact: Robert Angelicola 100 Clinton Sq Bldg., 126 N. Salina Street,
Contact Phone:(315) 410-7970 Phone:(315) 410-7970
Contact Email: rob@roiofficeinteriors.com Fax:(315) 410-7973
R O I Office Interiors Contact: Robert Angelicola 144 Hangar Road, Rome, NY 13441
Contact Phone:(315) 334-1388 Phone:(315) 334-1388
Contact Email: rob@roiofficeinteriors.com Fax:(315) 334-4413
RCF Group Contact: Carl Satterwhite 2425 W. 11th Street, Cleveland, OH 44113
Contact Phone:(216) 781-8200 Phone:(216) 781-8200
Contact Email: carl@r-c-f.com Fax:(216) 781-8206
RCF Group Contact: Carl Satterwhite 6454 Centre Park Drive, West Chester, OH

Contact Phone:(513) 612-7303
Contact Email: carl@r-c-f.com
Red Thread - Warehouse Contact: Jeff Keener
Contact Phone:(203) 907-4687
Contact Email: jkeener@red-thread.com
Red Thread - Boston - Sales/Showroom Contact: Jeff Keener
Contact Phone:(617) 439-4900
Contact Email: jkeener@red-thread.com
Red Thread - Sales Office Contact: Jeff Keener
Contact Phone:(413) 736-1802
Contact Email: jkeener@red-thread.com
Red Thread - Sales Office Contact: Jeff Keener
Contact Phone:(203) 874-7754
Contact Email: jkeener@red-thread.com
Red Thread - Sales Office Contact: Jeff Keener
Contact Phone:(860) 489-0257
Contact Email: jkeener@red-thread.com
Red Thread - Sales/Showroom Contact: Jeff Keener
Contact Phone:(860) 528-9981
Contact Email: jkeener@red-thread.com
Red Thread - Sales/Showroom Contact: Jeff Keener
Contact Phone:(603) 668-6831
Contact Email: jkeener@red-thread.com
Red Thread - Sales/Showroom Contact: Jeff Keener
Contact Phone:(508) 449-6550
Contact Email: jkeener@red-thread.com
Red Thread - Sales/Showroom Contact: Jeff Keener
Contact Phone:(203) 487-1850

Phone:(513) 612-7303
Fax:(513) 612-7313
297 State Street,, North Haven, CT 06473
Phone:(203) 907-4687
Fax:(203) 907-4690
101 Seaport Boulevard, Boston, MA 02210
Phone:(617) 439-4900
Fax:(617) 439-4131
1350 Main Street, Springfield, MA 01103
Phone:(413) 736-1802
Fax:(413) 736-6145
488 Wheelers Farms Road, Milford, CT 06
Phone:(203) 874-7754
Fax:(203) 876-7915
40 Main Street, Torrington, CT 06790
Phone:(860) 489-0257
Fax:
300 East River Drive, East Hartford, CT 06
Phone:(860) 528-9981
Fax:(860) 528-1843
650 Elm Street, Manchester, NH 03101-11
Phone:(603) 668-6831
Fax:(603) 668-6851
293 Boston Post Road West, Marlborough
Phone:(508) 449-6550
Fax:(508) 449-6570
700 Canal Street, Stamford, CT 06902
Phone:(203) 487-1850

Contact Email: jkeener@red-thread.com
Red Thread -Sales/Showroom Contact: Jeff Keener
Contact Phone:(800) 635-4874
Contact Email: jkeener@red-thread.com
Red Thread - Warehouse Contact: Jeff Keener
Contact Phone:(978) 658-3900
Contact Email: jkeener@red-thread.com
Red Thread - Warehouse Contact: Jeff Keener
Contact Phone:(800) 635-4874
Contact Email: jkeener@red-thread.com
Red Thread - Warehouse Contact: Jeff Keener
Contact Phone:(207) 774-4900
Contact Email: jkeener@red-thread.com
Red Thread (formerly BI) Contact: Jeff Keener
Contact Phone:(207) 774-4900
Contact Email: jkeener@red-thread.com
Resource One Contact: Cindy Davis
Contact Phone:(217) 753-5742
Contact Email: cdavis@resourceoneoffice.com
RHTX LLC Contact: Heidi Busmail
Contact Phone:
Contact Email: sales@rhtxsa.com
RJE Business Interiors Contact: Amanda Ghourdjian
Contact Phone:(513) 641-3700
Contact Email: aghourdjian@rjefurn.com
RJE Business Interiors Contact: Amanda Ghourdjian
Contact Phone:(317) 293-4051
Contact Email: aghourdjian@rjefurn.com

Fax:(203) 487-1854
180 Battery Street, , Burlington, VT 05401
Phone:(800) 635-4874
Fax:(802) 862-0729
100 Fordham Road, Wilmington, MA 01887
Phone:(978) 658-3900
Fax:(978) 694-4107
301 Avenue D., Williston, VT 05495
Phone:(800) 635-4874
Fax:(802) 862-0729
174 Cash Street, South Portland, ME 04106
Phone:(207) 774-4900
Fax:(207) 774-8155
One City Center (1 Free Street for GPS), Portland, ME 04106
Phone:(207) 774-4900
Fax:(207) 774-8155
321 East Adams, Springfield, IL 62701
Phone:(217) 753-5742
Fax:(217) 753-5748
4434 Centergate Street San Antonio, Texas 78201
Phone:(210) 287-3368
Fax:
623 Broadway Street, Cincinnati, OH 45202
Phone:(513) 641-3700
Fax:(513) 641-0744
621 East Ohio Street, Indianapolis, IN 46202
Phone:(317) 293-4051
Fax:(317) 297-8513

RJE Business Interiors Contact: Amanda Ghourdjian

Contact Phone:(260) 702-3030

Contact Email: aghourdjian@rjefurn.com

Russell Ventures Contact: Brookie Keener

Contact Phone:(678) 574-9805

Contact Email: Brookie@russellventures.com

Saxton, Inc. Contact: Kim Augspurgen

Contact Phone:(515) 244-6116

Contact Email: kim-augspurgen@saxtoninc.com

Saxton, Inc. Contact: Kim Augspurgen

Contact Phone:(319) 365-6967

Contact Email: kim-augspurgen@saxtoninc.com

School Specialty schoolspecialty.com

Contact: Desiree Davidson

Contact Phone:(800) 305-0174

Contact Email: desiree.davidson@schoolspecialty.com

Scott Rice Contact: Steve Morrow

Contact Phone:(918) 362-4300

Contact Email: steve.morrow@scottriceok.com

Scott Rice (This location is now closed) Contact: Steve Morrow

Contact Phone:(417) 623-7232

Contact Email: steve.morrow@scottriceok.com

Sheppard's Business Interiors Contact: Dave Parker

Contact Phone:(402) 393-8888

Contact Email: dparker@sbi-omaha.com

Smart Office Interiors Contact: Robert McInerney

Contact Phone:(805) 965-8585

Contact Email: rmcinerney@smartofficeinteriors.com

301 West Jefferson Blvd, Fort Wayne, IN 4

Phone:(260) 702-3030

Fax:

322 Northpoint Parkway, Suite D, Acworth,

Phone:(678) 574-9805

Fax:(678) 574-9808

108 Third Street, Des Moines, IA 50309

Phone:(515) 244-6116

Fax:(515) 244-6351

600 3rd Street SE, Cedar Rapids, IA 5240

Phone:(319) 365-6967

Fax:

100 Paragon Parkway, Mansfield, OH 4490

Phone:(800) 305-0174

Fax:(419) 520-4035

2900 North Hemlock Circle, Broken Arrow,

Phone:(918) 362-4300

Fax:(918) 362-4303

100 E Spring Street, Neosho (Joplin), MO 64

Phone:(417) 623-7232

Fax:(918) 362-4303

725 South 72nd Street, Omaha, NE 68114

Phone:(402) 393-8888

Fax:(402) 393-0113

18 Anacapa Street, Santa Barbara, CA 931

Phone:(805) 965-8585

Fax:(805) 965-5119

Smith and Butterfield Contact:
Contact Phone:(812) 422-3261
Contact Email:
Smith CFI Contact: Jeff Iwasaki
Contact Phone:(541) 317-8777
Contact Email: jeffi@smithcfi.com
Smith CFI Contact: Jeff Iwasaki
Contact Phone:(503) 226-4151
Contact Email: jeffi@smithcfi.com
Smith CFI - Warehouse Contact: Jeff Iwasaki
Contact Phone:
Contact Email: jeffi@smithcfi.com
Spaces, Inc. Contact: Trisha Allenbrand
Contact Phone:(913) 894-8900
Contact Email: tallenbrand@spacesinc.com
Spencer Company Contact: John Courson
Contact Phone:(214) 720-0345
Contact Email: john@spencer-furniture.com
Stationers, Inc. Contact:
Contact Phone:(304) 528-2780
Contact Email:
Suite Spaces Contact: Karen Kirt
Contact Phone:(218) 824-7878
Contact Email: karen@suitespaces.com
Suite Spaces Contact: Karen Kirt
Contact Phone:(320) 443-6000
Contact Email: karen@suitespaces.com
Synergy Business Environments Contact: Michael Moore

2800 Lynch Road, Evansville, IN 47711
Phone:(812) 422-3261
Fax:(812) 429-0532
150 SW Scalehouse Loop, Bend, OR 97701
Phone:(541) 317-8777
Fax:(541) 317-2833
620 NE 19th Avenue, Portland, OR 97232
Phone:(503) 226-4151
Fax:(503) 226-9233
6032 N. Cutter Circle, , Portland, OR 97217
Phone:
Fax:(503) 735-9188
14950 W. 86th Street, Lenexa, KS 66215
Phone:(913) 894-8900
Fax:(913) 894-8890
150 Turtle Creek Blvd., Dallas, TX 75207
Phone:(214) 720-0345
Fax:(214) 720-7708
100 Industrial Lane, Huntington, WV 25702
Phone:(304) 528-2780
Fax:(304) 528-2795
15229 Edgewood Drive, Baxter, MN 56425
Phone:(218) 824-7878
Fax:(218) 824-7879
50 14th Avenue East, Sartell, MN 56377
Phone:(320) 443-6000
Fax:
555 West Jackson Avenue, Knoxville, TN 37902

Contact Phone:(865) 637-3214
Contact Email: mmoore@synergybe.com
Synergy Business Environments Contact: Michael Moore
Contact Phone:(615) 383-6799
Contact Email: mmoore@synergybe.com
Systems Furniture, Inc. Contact: Curt Beilke
Contact Phone:(920) 336-1510
Contact Email: Curt.Beilke@sysfurniture.com
Systems Source, Inc Contact: Richard Driscoll
Contact Phone:(949) 852-0920
Contact Email: rdriscoll@systemssource.com
Systems Source, Inc Contact: Richard Driscoll
Contact Phone:(310) 234-9814
Contact Email: rdriscoll@systemssource.com
Systems Source, Inc Contact: Richard Driscoll
Contact Phone:(619) 822-2453
Contact Email: rdriscoll@systemssource.com
Systems Source, Inc Contact: Richard Driscoll
Contact Phone:(509) 720-0410
Contact Email: rdriscoll@systemssource.com
Systems Source, Inc Contact: Richard Driscoll
Contact Phone:(206) 285-2208
Contact Email: rdriscoll@systemssource.com
Tangram Interiors Contact: Joe Lozowski
Contact Phone:(949) 955-6700
Contact Email: jlozowski@tangraminteriors.com
Tangram Interiors Contact: Joe Lozowski
Contact Phone:(562) 365-5000

Phone:(865) 637-3214
Fax:(865) 637-4377
800 6th Avenue S, Nashville, TN 37203
Phone:(615) 383-6799
Fax:(615) 383-8106
125 S Broadway, De Pere, WI 54115
Phone:(920) 336-1510
Fax:(920) 336-4008
3161 Michelson Drive, Irvine, CA 92612
Phone:(949) 852-0920
Fax:(949) 852-0929
6701 Center Drive West, Los Angeles, CA
Phone:(310) 234-9814
Fax:(310) 234-9434
530 "B" Street, San Diego, CA 92101
Phone:(619) 822-2453
Fax:
601 West 1st Avenue, Spokane, WA 99201
Phone:(509) 720-0410
Fax:
130 Andover Park East, Tukwila, WA 9818
Phone:(206) 285-2208
Fax:
1375 Dove Street, Newport Beach, CA 92660
Phone:(949) 955-6700
Fax:(949) 955-6799
527 West 7th Street, Los Angeles, CA 90010
Phone:(562) 365-5000

Contact Email: jlozoski@tangraminteriors.com

Tangram Interiors Contact: Joe Lozowski

Contact Phone:(562) 365-5000

Contact Email: jlozoski@tangraminteriors.com

Tangram Interiors Contact: Joe Lozowski

Contact Phone:(559) 275-7070

Contact Email: jlozoski@tangraminteriors.com

Tangram Interiors Contact: Joe Lozowski

Contact Phone:(661) 397-5300

Contact Email: jlozoski@tangraminteriors.com

Team Office Contact: Brad Justice

Contact Phone:(816) 221-9155

Contact Email: bjustice@teamoffice.us

Team Office Contact: Brad Justice

Contact Phone:(816) 221-9155

Contact Email: bjustice@teamoffice.us

The Library Store thelibrarystore.com

Contact: Sara Jordan

Contact Phone:(800) 548-7204

Contact Email: saraj@thelibrarystore.com

Thomas Brothers Workspace Solutions Contact: Terry Thon 320 West Walnut, Springfield, MO 65806

Contact Phone:(417) 865-2876

Contact Email: terry@thomasbrothersoffice.com

Thomas Interior Systems Contact: Thomas Klobucher

Contact Phone:(630) 980-4200

Contact Email: tklobucher@thomasinterior.com

Thomas Interior Systems Contact: Thomas Klobucher

Contact Phone:(312) 332-5800

Fax:(562) 365-5399

9200 Sorensen Avenue, Santa Fe Springs,

Phone:(562) 365-5000

Fax:(562) 365-5399

677 West Palmdon Drive, Fresno, CA 93701

Phone:(559) 275-7070

Fax:(559) 275-7080

1830 Norris Road (warehouse), Bakersfield

Phone:(661) 397-5300

Fax:

10 S. Hill Street, Kansas City, MO 66103

Phone:(816) 221-9155

Fax:

316 Southwest Blvd, Kansas City, MO 64111

Phone:(816) 221-9155

Fax:

PO Box 0964, Tremont, IL 61568-0964

Phone:(800) 548-7204

Fax:

320 West Walnut, Springfield, MO 65806

Phone:(417) 865-2876

Fax:(417) 865-0610

476 Brighton Drive, Bloomingdale, IL 60108

Phone:(630) 980-4200

Fax:

180 North Wacker Drive, Chicago, IL 60601

Phone:(312) 332-5800

Contact Email: tklobucher@thomasinterior.com
Trico Office Interiors Contact: Jon Rawitzer
Contact Phone:(360) 734-1470
Contact Email: JR@tricoofficeinteriors.com
Trico Office Interiors Contact: Jon Rawitzer
Contact Phone:(360) 734-1470
Contact Email: JR@tricoofficeinteriors.com
Unisource Solutions Contact: Jim Kastner
Contact Phone:(858) 755-1390
Contact Email: jkastner@unisourceit.com
Unisource Solutions Contact: Jim Kastner
Contact Phone:(818) 226-0642
Contact Email: jkastner@unisourceit.com
Unisource Solutions Contact: Jim Kastner
Contact Phone:(562) 949-1111
Contact Email: jkastner@unisourceit.com
Unisource Solutions Contact: Jim Kastner
Contact Phone:(510) 475-2000
Contact Email: jkastner@unisourceit.com
Vanguard Concept Offices Contact: Jeff Tuttle
Contact Phone:(925) 201-5950
Contact Email: jtuttle@vcoffices.com
Vanguard Concept Offices Contact: Jeff Tuttle
Contact Phone:(612) 714-2529
Contact Email: jtuttle@vcoffices.com
Vanguard Concept Offices Contact: Jeff Tuttle
Contact Phone:(520) 591-3965
Contact Email: jtuttle@vcoffices.com

Fax:
1205 Commercial Street, Bellingham, WA 98201
Phone:(360) 734-1470
Fax:(360) 734-7372
1215 Commercial Street, Bellingham, WA 98201
Phone:(360) 734-1470
Fax:(360) 734-7372
5010 Shoreham Place, San Diego, CA 92108
Phone:(858) 755-1390
Fax:(858) 755-1498
21820 Burbank Blvd., Woodland Hills, CA 91367
Phone:(818) 226-0642
Fax:(818) 226-0645
8350 Rex Road, Pica Rivera, CA 90660
Phone:(562) 949-1111
Fax:(562) 949-7110
31101 Wiegman Road, Hayward, CA 94544
Phone:(510) 475-2000
Fax:(510) 475-9922
6800 Koll Center Parkway, Pleasanton, CA 94566
Phone:(925) 201-5950
Fax:
350 South Mill Street, Tempe, AZ 85281
Phone:(612) 714-2529
Fax:
7850 North Silverbell Road, Tucson, AZ 85705
Phone:(520) 591-3965
Fax:

Vanguard Concept Offices Contact: Jeff Tuttle
Contact Phone:(415) 644-5959
Contact Email: jtuttle@vcoffices.com
Vanguard Concept Offices Contact: Jeff Tuttle
Contact Phone:(408) 325-3200
Contact Email: jtuttle@vcoffices.com
W.B. Mason wbmason.com
Contact: John Webb
Contact Phone:(800) 242-5892
Contact Email: john.webb@wbmason.com
WB Wood Contact: Richard Mines
Contact Phone:(908) 901-0001
Contact Email: rmines@wbwood.com
WB Wood Contact: Richard Mines
Contact Phone:(212) 206-9500
Contact Email: rmines@wbwood.com
Wells & Kimich, Inc Contact: Michael Wells
Contact Phone:(713) 856-9900
Contact Email: mwells@wellskimich.com
White Office Furniture Ltd. Contact: Jennifer Baxley
Contact Phone:(803) 328-1821
Contact Email: jbaxley@whiteofficefurniture.com
Wilson Office Interiors Contact: John Young
Contact Phone:(972) 488-4100
Contact Email: jyoung@wilsonoi.com
Wilson Office Interiors - Operations/Warehouse Contact: Jo
Contact Phone:(972) 488-4100
Contact Email: jyoung@wilsonoi.com

250 Sutter Street, San Francisco, CA 9410
Phone:(415) 644-5959
Fax:
2150 North First Street, San Jose, CA 951
Phone:(408) 325-3200
Fax:
59 Centre St, Brockton, MA 2303
Phone:(800) 242-5892
Fax:(800) 773-4488

175 Morristown Road, Basking Ridge, NJ C
Phone:(908) 901-0001
Fax:(908) 901-0002
225 Park Avenue South, New York, NY 10
Phone:(212) 206-9500
Fax:(212) 206-9222
5530 Brystone Drive, Houston, TX 77041
Phone:(713) 856-9900
Fax:(713) 856-9988
109 Hampton Street, Rock Hill, SC 29730
Phone:(803) 328-1821
Fax:
1444 Oak Lawn Avenue, Dallas, TX 75207
Phone:(972) 488-4100
Fax:(972) 488-8815
5051 Pulaski Street, Dallas, TX 75247
Phone:(972) 488-4100
Fax:(214) 905-7566

Working Spaces, Inc. Contact: Nancy Apel

Contact Phone:(816) 234-8778

Contact Email: napel@wspaces.com

Working Spaces, Inc. Contact: Nancy Apel

Contact Phone:(314) 918-8778

Contact Email: napel@wspaces.com

Working Spaces, Inc. Contact: Nancy Apel

Contact Phone:(314) 918-8778

Contact Email: napel@wspaces.com

Workplace Resource - Colorado Contact: Carla Dore

Contact Phone:(719) 632-1123

Contact Email: carla.dore@wrcolo.com

Workplace Resource - Colorado Contact: Carla Dore

Contact Phone:(303) 571-5211

Contact Email: carla.dore@wrcolo.com

Workplace Resource - Colorado Contact: Carla Dore

Contact Phone:(303) 571-5211

Contact Email: carla.dore@wrcolo.com

Workscapes Inc. Contact: Dick Dvorak

Contact Phone:(904) 858-9918

Contact Email: ddvorak@workscapes.com

Workscapes Inc. Contact: Dick Dvorak

Contact Phone:(813) 620-0048

Contact Email: ddvorak@workscapes.com

Workscapes Inc. Contact: Dick Dvorak

Contact Phone:(407) 599-6770

Contact Email: ddvorak@workscapes.com

Workscapes Inc. Contact: Dick Dvorak

104 West 9th Street, Kansas City, MO 641

Phone:(816) 234-8778

Fax:(816) 234-8779

11624 Page Service Drive, St. Louis, MO 6

Phone:(314) 918-8778

Fax:(314) 918-8780

2801 Woodard Drive, Columbia, MO 65202

Phone:(314) 918-8778

Fax:(314) 918-8780

13 South Tejon Street, Colorado Springs, C

Phone:(719) 632-1123

Fax:(719) 632-9619

1899 Wynkoop Street,, Denver, CO 80202

Phone:(303) 571-5211

Fax:(303) 571-4888

9600 East 40th Avenue, Denver, CO 80231

Phone:(303) 571-5211

Fax:(303) 571-4888

121 West Forsyth Street, Jacksonville, FL :

Phone:(904) 858-9918

Fax:(904) 858-9951

501 E. Kennedy Blvd, Tampa, FL 33602

Phone:(813) 620-0048

Fax:(813) 620-1477

1173 North Orange Avenue, Orlando, FL 3

Phone:(407) 599-6770

Fax:(407) 599-6780

8771 College Parkway, Fort Myers, FL 339

Contact Phone:(239) 278-5588

Contact Email: ddvorak@workscapes.com

Workscapes Inc. Contact: Dick Dvorak

Contact Phone:(954) 467-8349

Contact Email: ddvorak@workscapes.com

Workscapes Inc. (Headquarters) Contact: Dick Dvorak

Contact Phone:(305) 400-8108

Contact Email: ddvorak@workscapes.com

Workspace Interiors by Office Depot workspaceinteriorsod.com

Contact: Cristel Hutchinson

Contact Phone:(360) 481-1884

Contact Email: cristel.hutchinson@workspaceinteriorsod.com

Young Office Environments Inc. Contact: Thomas Young

Contact Phone:(864) 574-2344

Contact Email: TRYoung@youngos.com

Young Office Environments Inc. Contact: Thomas Young

Contact Phone:(864) 281-9500

Contact Email: TRYoung@youngos.com

Young Office Environments Inc. Contact: Thomas Young

Contact Phone:(828) 552-3112

Contact Email: TRYoung@youngos.com

Phone:(239) 278-5588

Fax:(239) 278-1627

4740 N.W. 15th Avenue, Fort Lauderdale,

Phone:(954) 467-8349

Fax:

1395 Coral Way (1395 SW 22nd Street), N

Phone:(305) 400-8108

Fax:

6805 S. 217th Street, Kent, WA 98032

Phone:(360) 481-1884

Fax:

105 Southport Road, Spartanburg, SC 293

Phone:(864) 574-2344

Fax:(864) 574-2753

1280 Ridge Road, Greenville, SC 29607

Phone:(864) 281-9500

Fax:(864) 281-9555

71 Thompson Street, Asheville, NC 28803

Phone:(828) 552-3112

Fax:(828) 505-1974

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.

Tenjam

Name of company

Michael Collins, President

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

7790 Hastings Road Baxter MN 56425 855-483-6526

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 _____

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 Michael Collins Date 3-10-2020



TENJAM LIMITED WARRANTY

Session Series – All Weather Products

Published November 2019

Session Series One-Piece Hard Plastic Seating = 10 Year Limited Warranty
Session Series Outdoor Tables (Metal & Compact Laminate) = 3 Year Limited Warranty
Session Series Plastic Seating With Metal Frames = 3 Year Limited Warranty
Waterproof Cushions = 1 Year Limited Warranty

Tenjam warranty is limited to defects in materials or workmanship. In the event of a warranty claim, Tenjam will determine acceptance, approval, and the appropriate remedy for repair, replacement, or prorated refund. Such repair, replacement, or prorated refund is the exclusive remedy available from Tenjam, and Tenjam is not responsible for damages of any kind in contract or in tort, including incidental and consequential damages resulting from any breach of warranty. In the event of a prorated refund only the purchase cost, excluding shipping, will be used when determining the refund amount. The Tenjam sell price of a Session Series product would be divided by the number of days in the warranty period. The unused portion of the product sell price within the remaining warranty period would be refunded. In no event shall Tenjam be liable for damages, including injury, or damages resulting from improper use or maintenance of the product. Except for the express warranties described herein, Tenjam specifically disclaims and excludes any and all express and implied warranties with regard to its goods and services, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

The Tenjam warranty shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Tenjam's repair, replacement, or prorated refund. Repairs and replacements will not extend the original product warranty term. Tenjam will pay freight costs for any approved warranty only within the first year and only within the contiguous U.S.A.

Actions that void this warranty and conditions not covered by this warranty include, but are not limited to, the following: Color fading; Damage including, but not limited to, punctures, cuts, markings, stains, scratches, nicks, and damaged caused by sharp and foreign objects; Standing or jumping on the product; Using products as a floatation device; Abnormal use, neglect, abuse, accident, vandalism, use of the products other than for the intended purpose of casual furniture, and acts of nature and God; Alterations to the products original shape, size, or color; Cleaning with non-approved cleaners or disinfectants; Exposure to temperatures greater than 140 degrees Fahrenheit or less than -15 degrees Fahrenheit; Exposure to any load exceeding 750 lbs for all Session products with the exceptions of Drift 300 lbs, Dash Bench & Swerve Bench 1000 lbs., Waterproof Cushions 250 lbs, Twisted Hex 250 lbs, Elevate Tiered Seating 1000 lbs, Plastic Chairs with Metal Frames 250 lbs, and outdoor tables 250 lbs. Visible wear and dulling of the finish due to high traffic use is expected and not defective.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect.

If you have any questions or needs pertaining to our warranty, please call us at: 1-855-4-TENJAM or email us at CustomerCare@tenjam.com



March 10, 2020

The Interlocal Purchasing System (TIPS)

RE: TIPS RFP 200301 Furniture, Furnishings & Services
Proposed Goods by Tenjam

To Whom It May Concern:

Tenjam is a furniture manufacturing company based in Baxter, MN. All Tenjam products are made in the USA. All Tenjam products are engineered for high-traffic indoor and outdoor spaces. At Tenjam we currently make furniture that we group into two "Series:"

Session Series: <https://tenjam.com/products/session/>

All products in this series are engineered for year-round outdoor use. Due to the extreme durability of these furniture products they are also often placed in indoor spaces at schools, libraries, local government, and healthcare environments. Since 2015 Tenjam has been incorporating Recovered Coastal Plastic (RCP) material into all Session Series hard plastic material. Tenjam is possibly the first manufacturer in the world to collect RCP material and incorporate it into commercial grade furniture.

DuraFLEX Series: <https://tenjam.com/products/duraflex/>

All products in this series are made with our proprietary flexible plastic outer shell and a flexible foam core. This is a very unique line of soft seating that has a waterproof outer shell that prevents liquids, bodily fluids, and cleaning chemicals from entering the foam core. Schools and other high traffic spaces that demand easy and full disinfecting of furniture surfaces select DuraFLEX for its one-of-a-kind construction. Zero PVC/Vinyl, zero added flame retardant chemicals, zero adhesives, zero wood substrates, and zero staple fasteners. Select DuraFLEX for safety, durability, and high performance.

Sincerely,
Michael Collins
President
Direct: 678-777-0034,
Email: mikec@tenjam.com

7790 Hastings Road, Baxter, Minnesota 56425
Made in the U.S.A. Tenjam.com 1-855-4-TENJAM