

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

FURNITURE

CONTRACT NUMBER 1102215

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

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

Participation Fees

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

Indemnity

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

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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

CONTRACT Signature Form

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

Company Name: SurfaceWorks

Mailing Address: 7821 South 10th Street

City: Oak Creek

State: Wisconsin

Zip: 53154

Telephone Number: (414) 570-2677

Fax Number: (414) 570-2676


Email Address: Contracts@Surfaceworks.us


Authorized Signature: 

Printed Name: Kelly A. Ciezki

Position: Contract Specialist

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

 10-22-15
TIPS Authorized Signature Date

 10-22-15
Approved by Region VIII ESC Date

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

Supplier Information

Company SurfaceWorks
 Address 7821 South 10th Street
 Oak Creek, WI 53154
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (570) 2677 269
 Fax 1 (570) 2676
 Email
 Submitted 9/3/2015 3:25:38 PM CT
 Total \$0.00

Signature Kelly A. Ciezki

Email contracts@surfaceworks.us

Supplier Notes

Thank you for the opportunity to submit our proposal for Furniture. We are very confident that the selection, pricing, value added services and quality assurance measures in place at Bay View Industries, Inc. dba SurfaceWorks will meet and even exceed your needs. We look forward to working with Region VIII Education Service Center, TIPS and their members nationwide.

Bid Notes

Bid Activities

Bid Messages

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

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Including Alaska, Hawaii and Canada

5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	<p>INNOVATOR. SurfaceWorks is a leading innovator in tables, worksurfaces, and desking for the office, educational, hospitality and healthcare markets for over 60 years. Our cutting edge solutions include unusual base designs, impact resistant urethane edges and endless material and color combinations.</p> <p>WE LIKE CUSTOM PRODUCTS. If it's not in our catalog, please do not hesitate to contact us; we welcome the opportunity to quote special sizes, shapes, colors and products.</p> <p>GREEN. We are committed to providing the most environmentally friendly products possible. We are an FSC certified facility and feature a wide array of products that are Indoor Air Advantage and Recycled Content certified.</p>
6	Primary Contact Name	Primary Contact Name	Kelly Ciezki
7	Primary Contact Title	Primary Contact Title	Contract Specialist
8	Primary Contact Email	Primary Contact Email	contracts@surfaceworks.us
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4145702677
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4145702676
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Chris Gnadt
13	Secondary Contact Title	Secondary Contact Title	General Manager
14	Secondary Contact Email	Secondary Contact Email	chris.gnadt@surfaceworks.us
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4145702677
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4145702676
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kelly Ciezki
19	Admin Fee Contact Email	Admin Fee Contact Email	kelly.ciezki@surfaceworks.us
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4145702677
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	LeAnn Seager
22	Purchase Order Contact Email	Purchase Order Contact Email	LeAnn Seager
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4145702677
24	Company Website	Company Website (Format - www.company.com)	http://www.surfaceworks.us/SwHome.asp

25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	39-0874653
26	Primary Address	Primary Address	7821 South 10th Street
27	Primary Address City	Primary Address City	Oak Creek
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	WI
29	Primary Address Zip	Primary Address Zip	53154
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.)	Surfaceworks, surface works, training, conference, tables, worksurfaces, work surfaces, tables, height adjustable, urethane, ergonomic, green, media
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Oak Creek
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Wisconsin
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes

- | | | | |
|----|----------------------------|--|---------------------------|
| 42 | Yes - No | Additional discounts to TIPS members for bulk quantities or scope of work? | Yes |
| 43 | Start Time | Average start time after receipt of customer order is ____ working days? | 1 |
| 44 | Years Experience | Company years experience in this category? | 60 |
| 45 | Resellers: | Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | Yes |
| 46 | Prices are guaranteed for? | (___ Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract") | through December 31, 2015 |

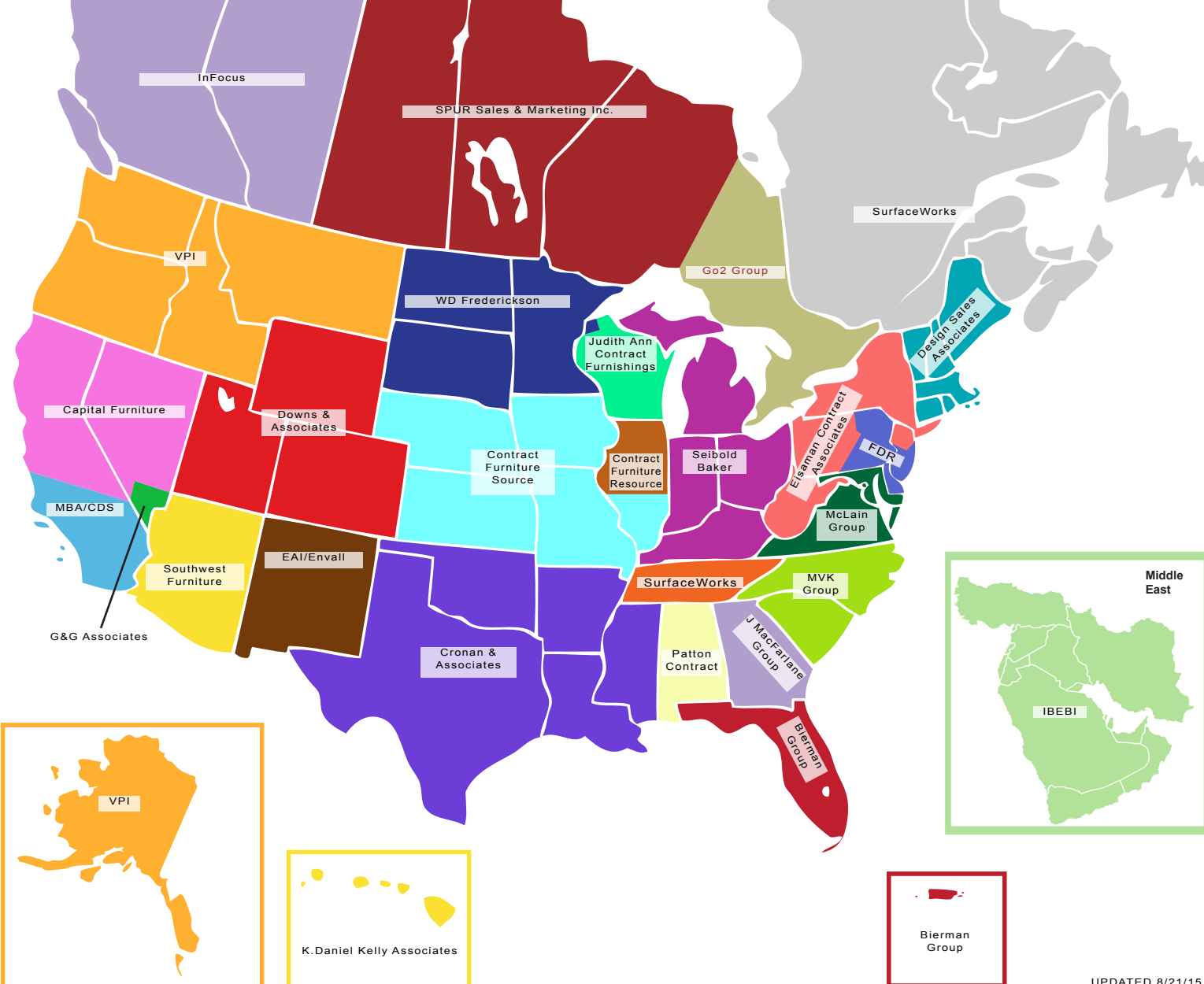
Line Items

Response Total: \$0.00

Resellers - Dealers

26 Sales groups comprised of 85+ Sales Representatives • The sales representatives work with over 1,800 dealers/installers nationwide • Sales Representative assign Dealers based on end-user location • See Rep Ma

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website	Servicing
Bierman Group	3400 Griffin Road	Dania	FL	33312	Randy Bierman	rbierman@thebiermangroup.com	954-894-6662	954-894-6665	www.thebiermangroup.com	(7) sales reps servicing: Florida, Puerto Rico & the Caribbean
Capital Furniture Group	5791 Hoffman Lane	Fair Oaks	CA	95628	Mike Rollins	mikerollins.cfg@gmail.com	916-996-8990	916-200-1226		(3) sales reps servicing: Northern CA, Northern NV, San Jose, South Bay
Contract Furniture Resource	1212 S. Naper Blvd, Ste 119-225	Naperville	IL	60540	David Cooper	dcooper@cfrrinc.biz	630-258-6198	630-420-7135	www.contractfurnitureresource.biz	(4) sales reps servicing: Illinois
Contract Furniture Source	4420 SW Lincolnshire Rd.	Topeka	KS	66610	Rick Mudge	rickmudge@mindspring.com	913-515-8485	785-783-3980	www.cfs-reps.com	(3) sales reps servicing: Iowa, Kansas, Nebraska, Missouri, Southern I
Cronan & Assoc.	1444 Oak Lawn Ste 110	Dallas	TX	75207	Sean Cronan	scronan@cronanassoc.com	214-752-3746	972-539-4292	www.cronanassoc.com	(14) sales reps servicing: Texas (many HUB dealers), Louisiana, Mississippi, Arkansas, Oklahoma
Design Sales Assoc.	225 LaGrange St.	W Roxbury	MA	02132	John Canon	canon225@aol.com	617-325-6271	617-327-3964		Servicing: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut
Downs & Assoc.	209 Kalamath St. #20	Denver	CO	80223	Terese Downs	teresa@downsandassociates.com	303-744-0488	303-744-0399	www.downsandassociates.com	(2) sales reps servicing: Colorado, Utah, Wyoming
EAI/Envall Assoc. Inc.	5100 Juan Tabo, NE #104	Albuquerque	NM	87113	Robert Envall	envall@eai-nm.com	505-256-4811	505-266-8136	www.eai-nm.com	(2) sales reps servicing: New Mexicc
Eisaman Contract Assoc.	4063 Liberty Ave.	Pittsburgh	PA	15224	Ed Eisaman	edward@eisaman.com	412-246-4715	412-246-0418	www.eisaman.com	(9) sales reps servicing: Western Pennsylvania, West Virginia, New York, Northern New Jerse
Facility & Design Resource	219 Belgian Dr.	Spring City	PA	19475	Matt Boyle	mboyle@fdrrpa.com	610-640-0300	610-640-0302	www.fdrpa.com	(5) sales reps servicing: Central & Northern Pennsylvania, New Jersey, Philadelphia, Delaware
G&G Assoc.	315 Willapa Ln.	Diamond Bar	CA	91765	Dianne MacNeil	macneild@earthlink.net	626-359-1293	626-698-0768		(3) sales reps servicing: Nevada, Las Vegas, Clark Co
J MacFarlane Group	1119 University Dr., NE	Atlanta	GA	30306	Jennifer MacFarlane	jmacgroup@mindspring.com	404-815-8350	866-834-9390	www.jmacgroupllc.com	(2) sales reps servicing: Georgia
Judith Ann Contract Furnishings	8641 N. Regent Rd.	Fox Point	WI	53217	Maria Cieslik	maria.cieslik@judithann.biz	414-559-8965		www.judydemia.biz	(2) sales reps servicing: Wisconsin except Superio
MBA/CDS	13808 Saticoy St.	Van Nuys	CA	91402	Marc Banks	miba_inc@earthlink.net	818-375-1950	818-375-1952		Servicing: Southern California, Inland Empire, Orange Co., San Diego
McLain Group Inc	501 Office Center Dr Ste 1	Fort Washington	PA	19034	Andy McLain	AjMC2@comcast.net	215-653-0990	301-603-9687	www.mclaingroupreps.com	(4) sales reps servicing: Washington DC, Maryland, Virginia
MVK Group	801 S. Olive Ave., Ste 1211	W. Palm Beach	FL	33401	Jon Cohan	jcohan@mvggroup.com	704-936-7816	704-248-2469	www.mvggroup.com	(4) sales reps servicing: South Carolina, North Carolina,
Patton Contract Interiors	202 Barkentine Dr	St. Marys	GA	31558	Donna Patton	donna.patton@aol.com	205-960-5899			Servicing: Alabama
Selbold Baker Assoc.	122 W. Front St.	Perrysburgh	OH	43551	Marty Baker	marty@selboldbaker.com	419-874-1946	419-874-9577	www.selboldbaker.com	(8) sales reps servicing: Ohio, Indiana, Michigan, Kentucky
Southwest Furniture	8611 E. Jenan Dr.	Scottsdale	AZ	85260	Kathy Schmidt	kathy8611@cox.net	480-276-9368			Servicing: Arizona
SurfaceWorks	7821 S. 10th St.	Oak Creek	WI	53154	Chris Gnadt	chris.gnadt@surfaceworks.us	414-570-2677	414-570-2676	www.surfaceworks.us	Tennessee
V.P.I.	2611 Western Ave.	Seattle	WA	98121	Mike McFarlane	mikem@vpiprep.com	206-763-6601	206-763-6606	www.vpiprep.com	(6) sales reps servicing: Oregon, Washington, Montana, Idaho
W.D. Frederickson	807 Broadway St. NET	Minneapolis	MN	55414	Kari Arnett	kari@wdfrep.com	612-910-6393	612-910-6393	www.wdfrep.com	(2) sales reps servicing: Minnesota, North Dakota, South Dakota, Superior Wisconsin
Canada										
Go2 Group	20 Isaac Shantz Dr.	Baden	ON	N34 4L1	Dennis Freund	dennis@go2group.ca	519-498-2922	519-214-0711		(2) sales reps servicing: South Western & North Central Ontario
InfoFocus Corp. Environment	8941-216A Street	Langley	BC	V1M 4CJ	Greg Cook	infofocuscorp1td@gmail.com	604-684-7462	604-520-0529	www.infofocuscorp.ca	(2) sales reps servicing: Alberta & British Columbia, Canada
SPUR Sales & Mktg Inc	447 Kensington St.	Winnipeg	MB	R3J 1J8	Jim Tyerman	jtyerman@spursales.ca	204-452-5334			Servicing: Saskatchewan, Manitoba, Western Ontario
SurfaceWorks	7821 S. 10th St.	Oak Creek	WI	53154	Chris Gnadt	chris.gnadt@surfaceworks.us	414-570-2677	414-570-2676	www.surfaceworks.us	Servicing: Quebec
Hawaii										
K Daniel Kelly Assoc.	2140 Kuhio Ave.	Honolulu	HI	96815	Moses Murakami	kdkhawaii@gmail.com	808-382-3193		www.dkassoc.com	Servicing: Hawaii
Alaska										
V.P.I.	2611 Western Ave.	Seattle	WA	98121	Trina Adams	trinaa@vpiprep.com	206-763-6601	206-763-6606	www.vpiprep.com	Servicing: Alaska



2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

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

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES KC Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES KC Initial of Authorized Company Official

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

2 CFR PART 200 Contract Provisions

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

Does vendor agree? YES KC Initial of Authorized Company Official

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

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

Does vendor agree? YES KC Initial of Authorized Company Official

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

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

Does vendor agree? YES KC Initial of Authorized Company Official

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

2 CFR PART 200 Contract Provisions

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

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

Does vendor agree? YES KC Initial of Authorized Company Official

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

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

Does vendor agree? YES KC Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

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

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

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

2 CFR PART 200 Contract Provisions

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

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

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

Does vendor agree? YES KC Initial of Authorized Company Official

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

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

Does vendor agree? YES KC Initial of Authorized Company Official

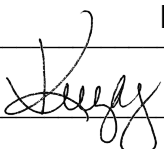
Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

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

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

Company Name SurfaceWorks

Print name of authorized representative Kelly A. Ciezki

Signature of authorized representative 

Date 8/25/2015

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

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

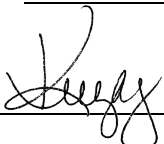
Vendor Name: SurfaceWorks

Vendor Address: 7821 South 10th Street

Vendor E-mail Address: Contracts@Surfaceworks.us

Vendor Telephone: 414-570-2677

Authorized Company Official's Name: Kelly A. Ciezki

Signature of Company Official: 

Date: 8/31/2015



REFERENCES **CONFIDENTIAL**

Being a manufacturer, we have very little contact with the end user. Dealers were also used as references since they have the end-user relationship. Specific projects are noted.

Drexel University – College of Media Arts & Design

Location: Philadelphia, PA

Contact: Greta Foster - Designer

Contact number: 612-375-8701

Installation date: August, 2012

Approximate value: \$57,000 NET

University of Wisconsin - Madison

Entity/Project: School of Nursing

Contact: Lisa Reese, WRID – Facilities Designer

Contact number: 608-263-6475

Contact email: lreese@wisc.edu

Installation date: April, 2014

Approximate value: \$101,000 NET

“The tables are beautiful. The products were manufactured for a new teaching facility within the school. The project had quite a few complexities due to the size and magnitude of the project. SurfaceWorks worked with us on numerous custom designed products. They provided mock-ups for review and any changes were completed in a timely manner. Everything was provided as expected. No surprises. All the SurfaceWorks tables are functioning great. We couldn’t be more pleased.” **Lisa R., University of Wisconsin – Madison**

Essex Technical High School

Location: Hathorne, MA

Entity/Project: Tables

Contact: Peter Constable, FF&E Consultant

Contact number: 671-314-7501

Contact email: pconstable@point-line-space.com

Installation date: July 2014

Approximate value: \$30,000 NET



Creative Office Pavilion - Dealer

Location: Boston, MA

Contact: Joy Nelson – K-12 Manager

Contact number: 617-956-4172

Contact email: jnelson@cop-inc.com

Project: Essex Technical High School

Approximate value: \$30,000

Installation date: July 2014

Project: Thomas College

Approximate value: \$11,000 NET

Installation: July 2014

Project: KIPP Academy

Approximate value: \$13,000 NET

Installation date: August 2014

Project: Galvin Middle School

Approximate value: \$14,000 NET

Installation date: August 2014

American Interiors – Dealer

Location: Toledo, OH

Contact: Steve Essig – President/CEO

Contact number: 419-481-9259

Contact email: steve@aminteriors.com

Project: Owens Community College & other educational projects

Installation date: 2013

Approximate value: \$250,000 NET

Baker Street Office Furnishings - Dealer

Location: Fort Wayne, IN

Contact: Greg Lee

Contact number: 260-424-8112

Contact email: greg@bakerstreetof.com

Project: Indian Tech University

Approximate value: \$100,000 NET

Installation date: 2013 & potential 2015

Project: Lincoln Financial

Approximate value: \$50,000 NET

Installation date: 2013 & potential 2015



Systems Furniture Inc. – Dealer
Location: De Pere, WI
Contact: Stacey Prodoehl
Contact number: 920-428-2093
Contact email: stacey.prodoehl@sysfurniture.com
Project: Northcentral Technical College
Approximate value: \$60,000 NET
Installation date: August 2014
Project: Wisconsin Indianhead Technical College
Approximate value: \$26,000 NET
Installation date: July-Dec/2014 and Jan-June/2015

Educational Furniture Solutions - Dealer
Location: Norristown, PA
Contact: Kevin Christman
Contact number: 610-630-3995
Contact email: kevin@efs-llc.com
Project: Bloomburg University
Approximate value: \$14,000 NET
Installation date: April 2014

J. Tyler Services - Dealer
Location: Houston, TX
Contact: Gary Longbotham
Contact number: 713-468-2166 ext. 103
Contact email: longbothamg@jtyler.com
Project: CGG Services (geological co.) – Houston, TX
Approximate value: \$120,000 NET
Installation date: September 2014



Furniture Marketing Group, Texas – Dealer

Location: Plano, TX

Contact: Terri Shellenberger

Contact Number: 512-908-4626

Contact email: terries@fmg.com

Project: Rackspace (IT service)

Approximate value: \$11,000 NET

Installation date: March 2015

Project: Emerson Electric

Approximate value: \$18,000 NET

Installation date: August 2015

Warranty

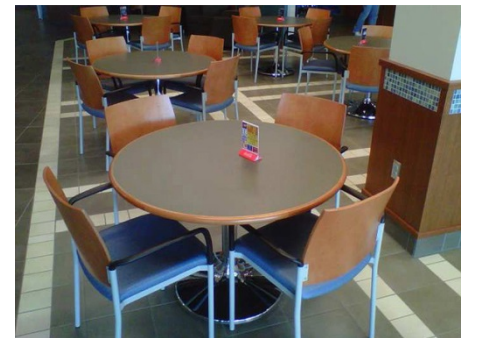
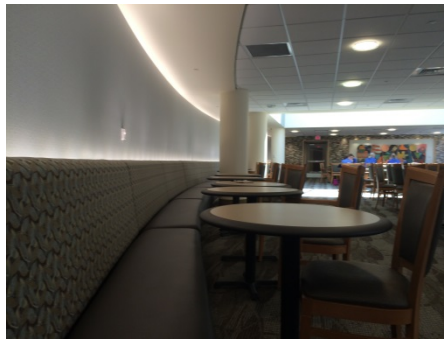
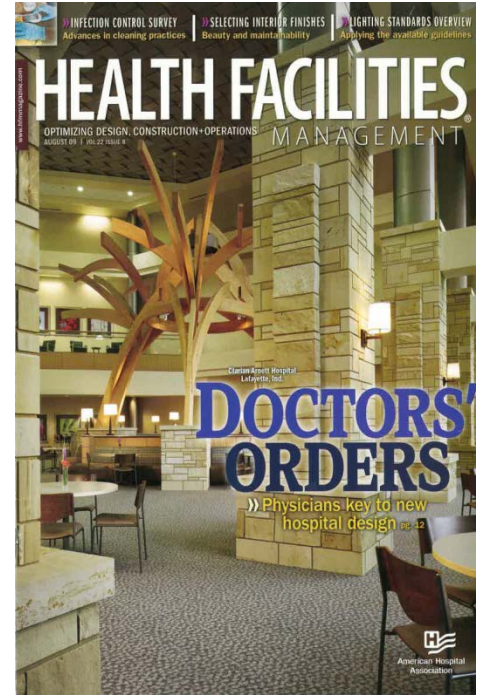
Material and workmanship of standard products are warranted for a period of twelve (12) years from date of original invoice. Wear items, including, but not limited to glides, casters, locks, pneumatic cylinders, and drawer slides are warranted for a period of five (5) years. This warranty excludes ordinary wear and tear. This warranty excludes non-standard product, including and not limited to, self-edge, non-standard bases, and custom designed product which falls beyond the standard scope.

SurfaceWorks retains the right to replace or repair at our option any products or parts thereof which are found defective in materials or workmanship. Warranty becomes invalid for products engineered by client whereas construction method, material specifications or final product assembly adversely affects materials and/or workmanship. In no event shall liability under this warranty exceed the original purchase price. This warranty excludes products that exhibit abuse, improper or unusual use, or if product is subjected to caustic or abrasive cleaning agents. This warranty is invalid if the product is altered from its original condition, or if client performs additional processing on the product that results in any alteration from its original condition. This warranty is expressly made in lieu of any and all other warranties expressed or implied.

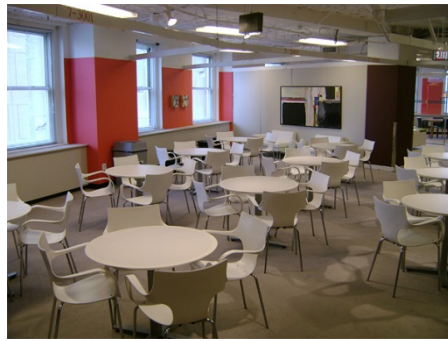
Non-Obsolescence Statement

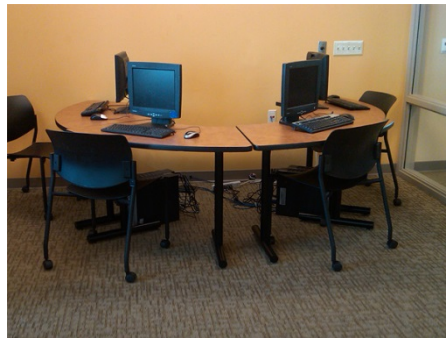
SurfaceWorks makes a good-faith effort to maintain product availability and functional congruence. SurfaceWorks commits to providing customers with products of comparable function and aesthetic appeal for the duration of our warranty period. Despite an effort to maintain full availability of our products, periodically components may become discontinued either by our suppliers or by our continuing commitment to produce state of the art products. This includes, but is not limited to, finishes, accessories, laminates and other functional components.

Products qualifying for replacement under our warranty program will be replaced with products of most similar function and aesthetics in the event that an identical product is no longer available, at the sole discretion of SurfaceWorks.

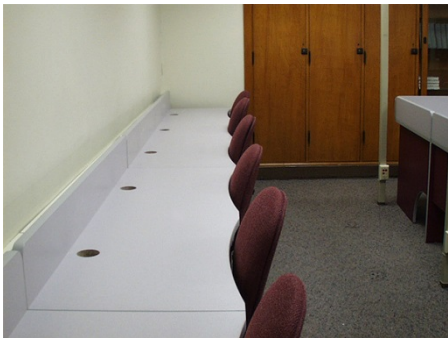
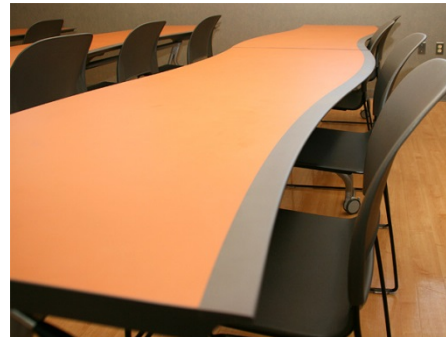
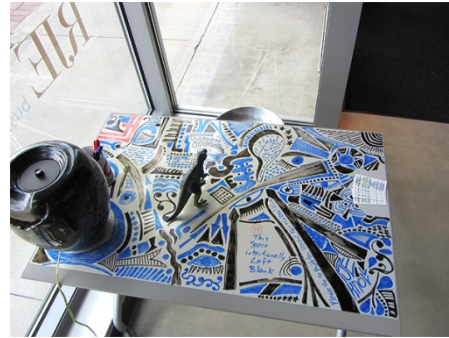








Installation Gallery



SurfaceWorks®

Green Memberships and Certifications

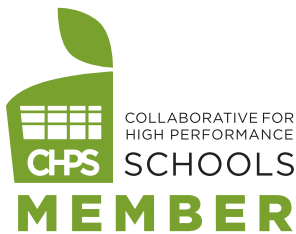
Updated July, 2015



U.S. Green Building Council (USGBC) is a non-profit organization that certifies sustainable businesses, homes, hospitals, schools, and neighborhoods. USGBC is dedicated to expanding green building practices and education, and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is a voluntary, consensus-based national rating system for developing high-performance, sustainable buildings. LEED addresses all building types and emphasizes state-of-the-art strategies in five areas: sustainable site development, water savings, energy efficiency, materials and resources selection, and indoor environmental quality.

SurfaceWorks has been a member of the USGBC since 2007; our products can help earn LEED points. For more information on The U.S. Green Building Council or the LEED rating system please visit www.usgbc.org.



The Collaborative for High Performance Schools

(CHPS) is a not for profit organization whose mission is to facilitate the design, construction and operation of high performance schools: environments that are not only energy and resource efficient, but also healthy, comfortable, well lit, and containing the amenities for a quality education. CHPS recognizes school projects for meeting the CHPS high performance Criteria through two options. Schools can self-certify their school through the free CHPS Designed program, or seek third-party verification of their high performance school through the CHPS Verified program.

SurfaceWorks has been a member of CHPS since 2008; our products can help earn credits in both CHPS Designed and CHPS Verified programs. For more information on The Collaborative for High Performance Schools visit www.chps.net.



Scientific Certification Systems (SCS) is global leader in independent certification of environmental, sustainability, food quality and food purity claims. Over two decades, SCS has developed internationally recognized standards and certification programs aimed at spurring the highest level of environmental

improvements, social accountability and product performance. Its programs span a wide cross section of the economy, recognizing accomplishments in agricultural production, food processing and handling, forestry, fisheries, flowers and plants, energy, green building, consumer and business product manufacturing, and corporate social responsibility.

SurfaceWorks has contracted SCS for third party verification in two certifications: **FSC Chain of Custody certification completed in March 2009 and Indoor Advantage and Indoor Advantage Gold certification completed in April 2010** For more information on Scientific Certification Systems or their certification programs please visit www.scs-certified.com.



The mark of
responsible forestry

Forest Stewardship Council (FSC) is an independent, non-governmental, not for profit organization established to promote the responsible management of the world's forests. It provides standard setting, trademark assurance and accreditation services for companies and organizations interested in responsible forestry. Products carrying the FSC label are independently certified to assure consumers that they come from forests that are managed to meet the social, economic and ecological needs of present and future generations. FSC has offices in more than 45 countries.

SurfaceWorks is FSC certified; our FSC License Code is FSC-C014142. To download a copy of our chain of custody certificate, please [click here](#). For more information on the Forest Stewardship Council please visit www.fsc.org.

SCS Indoor Advantage and Indoor Advantage Gold are Indoor air quality certification programs. The VOC criteria for the Indoor Advantage certification are based on emission criteria established in the Business and Institutional Furniture Manufacturer's Association (BIFMA) Standard for Low-Emitting Office Furniture Systems and Seating (ANSI/BIFMA X7.1) and the US Green Building Council's Leadership in Energy and Environmental Design criteria EQ4.5 (furniture and seating). Indoor Advantage Gold is a more rigorous test. The emphasis on individual VOCs rather than on total VOC concentration is one of the features that distinguish the SCS Indoor Advantage Gold program.

SurfaceWorks entire line of tables, table tops and worksurfaces are either Indoor Advantage™ or Indoor Advantage™ Gold certified. Our Indoor Advantage™ certificate number is SCS-IAQ-02071 and our Indoor Advantage™ Gold certificate number is SCS-IAQ-02194. To download a copy of our Indoor Advantage certificates, please [click here](#). For more information on Indoor Advantage or Indoor Advantage Gold please visit www.scs-certified.com.



Composite Panel Association (CPA) represents the North American composite panel industry on technical, regulatory, quality assurance and product acceptance issues. CPA General Members include 40 of the leading manufacturers of particleboard, medium density fiberboard and hardboard. CPA's 200 members worldwide are committed to product advancement and industry competitiveness. As an accredited standards developer, CPA writes and publishes industry product standards. It also participates in the standards development work of ANSI, ASTM and others, sponsors product acceptance activities and works with government agencies and model building code bodies. CPA also

conducts product testing and third-party certification programs, offering the first ANSI accredited Environmentally Preferable Product (EPP) certification program.



Environmentally Preferable Products (EPP), as defined by Federal Executive Order 13101, are "products and services (that) have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose." Furthermore, various states have adopted policies promoting sustainability to "reduce adverse impacts on natural habitats and species." CPA has adopted a voluntary Environmentally Preferable Product Specification (EPPS) to promote the fulfillment of these goals.

The Composite Panel Association (CPA) Environmentally Preferable Product (EPP) Grademark Program has been developed to provide independent certification of wood composite products that are demonstrably environmentally preferable through their use of recycled and/or recovered wood fiber and adherence to voluntarily lower formaldehyde emission standards than government regulations. The Program includes requirements for initial qualification for product certification, plant quality control procedures and periodic inspections by CPA - all designed to reasonably assure that certified composite panel products meet the Program's specifications.

All products produced by SurfaceWorks are EPP Downstream Certified. This means that SurfaceWorks has demonstrated their environmental commitment by purchasing at least 95% CPA EPP certified composite wood products for use in our products.

To download a copy of our EPP certificate, please [click here](#). For more information on the Composite Panel Association or the Environmentally Preferable Products Program please visit <http://www.pbmdf.com>.



California Air Resources Board (CARB) is an assembly of eleven experts in the fields of medicine, chemistry, physics, meteorology, engineering, business, law and elected officials. The objective of the board is to attain and maintain healthy air quality, conduct research into the causes and solutions of air pollution, and to reduce emissions caused by motor vehicles in the state of California. On April 26, 2007 the CARB approved the Composite Wood Products Airborne Toxic Control Measure.

Composite Wood Products Airborne Toxic Control Measure (ATCM) California Code of Regulations section 93120.2 is a California law effective January 1, 2009 limiting the formaldehyde emissions from composite wood products including: hardwood plywood, particle board and medium density fiberboard. This regulation consists of two phases of emission standards. The first phase was implemented on January 1, 2009; the second phase will be implemented over a period of time from January 2011 through 2012.

SurfaceWorks understands the importance of low formaldehyde emissions; for that reason all of the products produced by SurfaceWorks meet CARB regulation 93120.2. Phase 1 standard regardless of where they are sold. To download a copy of our CARB compliance letter, please [click here](#).

For more information on the California air resources board or the Composite Wood Products Airborne Toxic Control Measure please visit <http://www.arb.ca.gov/toxics/compwood/compwood.htm>



Restriction of Hazardous Substances (RoHS) European Parliament Directive 2002/95/EC prohibits the maximum concentrations of the following Hazardous Substances: Mercury (Hg): 1000 ppm Cadmium (Cd): 100 ppm Lead (Pb): 1000 ppm Polybrominated Biphenyls (PBB): 1000 ppm Polybrominated Diphenyl Ethers (PBDE): 1000 ppm Hexavalent Chromium (CrVI): 1000 ppm

All products sold by SurfaceWorks are in full compliance with RoHS. To download a copy of our RoHS compliance letter, please [click here](#). For more information on Restriction of Hazardous Substances please visit <http://www.rohs.eu>.

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Pricelists

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Medley

Form, Function, Performance, Quality and Value all come together in this performance engineered table. The Medley Table features easy and smooth one-handed activation of its flip-top mechanism. The unique leg design allows for space saving straight-on nesting.



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Straight-on Nesting



Flip-top



Optional Modesty Panel

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TRAINING | CONFERENCE | HOSPITALITY | PERFORMANCE | ACTIVITY | DESKING

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 <p>FREEDOM Fixed / Height Adj</p>	 <p>RAPPORT T-BASE</p>	 <p>RAPPORT X-BASE</p>	 <p>RAPPORT MEDIA TABLE</p>	 <p>MINGLE</p>	

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SURFACE FINISHES EDGE TREATMENTS EDGE COLORS BASE COLORS CARE & CLEANING

SurfaceWorks® Surface Finishes

LAMINATE: GROUP 1 | GROUP 2 | GROUP 4 | OTHER LAMINATE | LINOLEUM

GROUP 1 LAMINATE [View Color Sheet](#)

V=Matching Vinyl Edge Available
U=Matching Urethane Edge Available

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Group 1 Solids

						
004 FOLKSTONE VU	006 BROWNSTONE VU	007 PEPPERDUST VU	008 GRAPHITE VU	026 SHAKER GRAY VU	048 ANCHOR GRAY VU	064 KHAKI BROWN VU
						
300 BLACK VU	320 ANTIQUE WHITE VU	348 DESIGNER WHITE V	359 STONE CLIFF VU			

Group 1 Patterns

						
188 CHATEAU VEER V	189 CLOUD VEER V	190 CORTEZA VEER V	191 GRAPHITE VEER V	201 COOL RAIN V	203 MIDNIGHT RAIN V	204 SUMMER RAIN V
						
215 URBAN CINDER	217 URBAN PUEBLO	218 URBAN CAROB	253 NATURAL PATINA	254 STONEHENGE	255 THUNDER ISLAND	256 MIAMI BEACH

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SURFACE FINISHES			EDGE TREATMENTS	EDGE COLORS	BASE COLORS	CARE & CLEANING			

SurfaceWorks

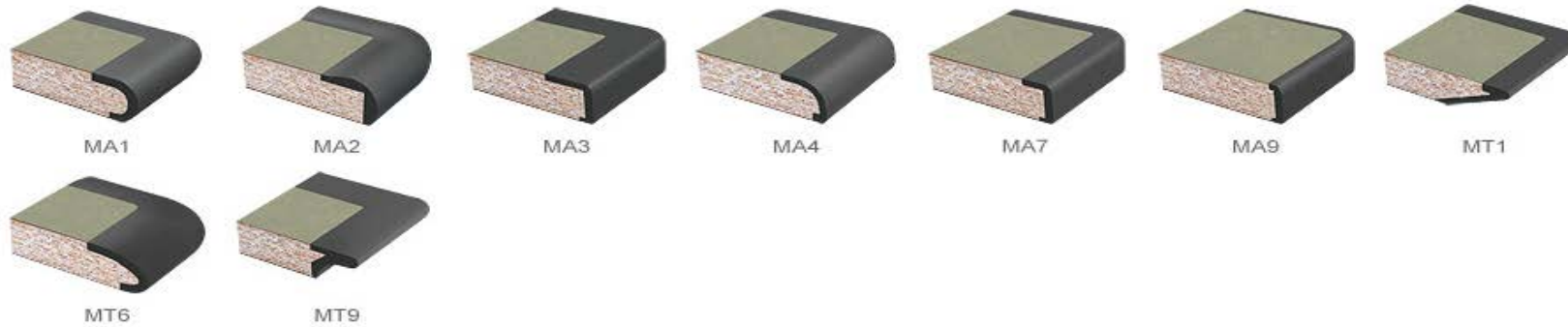
Edge Treatments

PURTECH | PURWOOD | WOOD | VINYL | ABS | POSTFORM

PurTech™ Urethane Edge Profiles [View Edge Treatment Brochure](#) [View Urethane Edge Fact Sheet](#)

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w/Profile on all sides



F-Series: w/Flat vinyl on non-user edges (for worksurfaces & training tables)



Y-Series: w/Flat urethane on non-user edges (for worksurfaces & training tables)



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<http://www.surfaceworks.us/products/SwProductsEdgeColors.html>

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Edge Colors

VINYL | ABS | WOOD | PURTECH URETHANE | PURWOOD URETHANE

VINYL EDGE COLORS [View Color Sheet](#)

L=Matching Group 1 Laminate Available
U=Matching Urethane Edge Available

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Vinyl Solids

004 FOLKSTONE LU	006 BROWNSTONE LU	007 PEPPERDUST LU	008 GRAPHITE LU	022 BURNT RUSSET U	023 FRENCH ROAST U	026 SHAKER GRAY U
048 ANCHOR GRAY LU	064 KHAKI BROWN LU	085 CHERRYWOOD U	089 KODIAK BROWN U	090 LIGHT BEIGE U	300 BLACK LU	307 SHADY LANE U
320 ANTIQUE WHITE LU	323 ATLANTIS U	325 CADET BLUE U	329 SWEET MAPLE U	337 HM BLACK UMBER	338 HM COOL GRY NEU U	342 HM JUST TAN U
343 HM LIGHT GREY U	344 SAFARI SAGE U	348 DESIGNER WHITE L	349 DOVE GRAY U	352 HM SOFT WHITE U	353 HM LIGHT TONE U	354 HM MEDIUM TONE U

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Table Base Colors

SOLIDS | TEXTURES | METALLICS

TABLE BASE COLORS [View Color Sheet](#)

Color availability varies with base style
Additional Colors available for some base styles; please inquire.

Solids



348 DESIGNER WHITE



387 INNERTONE LIGHT



354 MEDIUM TONE



378 HW SAND



300 BLACK

Textures



406 BLACK WRINKLE

Metallics



479 POLISHED ALUMINUM



431 METALLIC SILVER



448 POLISHED CHROME



466 CHAMPAGNE METALLIC