

# TIPS VENDOR AGREEMENT

Between EVEREST EXPEDITION, LLC dba THE WOODEN COMPANY 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](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](mailto: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](mailto:bids@tips-usa.com)

**Insurance Requirements**

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

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$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](mailto: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 Everest Expedition, LLC dba The Worden C

Address 199 East 17th Street

City Holland State MI Zip 49423

Phone 800-858-7746 Fax \_\_\_\_\_

Email of Authorized Representative jimm7110@gmail.com

Name of Authorized Representative James Meier

Title Contracts Manager

Signature of Authorized Representative 

Date 4-6-2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/21/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

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



**200301**

**The Worden Company  
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

## The Worden Company Information

Contact: Cindy Meiste  
Address: 199 East 17th Street  
Holland, MI 49423  
Phone: (616) 355-3043  
Toll Free: (800) 858-7746 x224  
Email: cmeiste@wordencompany.com

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

Cindy Meiste

*Signature*

Submitted at 4/15/2020 11:10:03 AM

cmeiste@wordencompany.com

*Email*

## Supplier Note

I spoke with Reed at Customer Service last week regarding our Company Shut Down. Our company is locked down and I don't have access to some physical files and he said to just make sure we submit the "ATTRIBUTES" file and our current pricing. He also recommended that we use the files that we sent last time. Our current TIPS contract was just awarded on July 16, 2019. I am attempting to submit as many documents that I have access to at home. \*\* Addendum: I think I was able to complete ALL of the REQUIRED documents

## Requested Attachments

### Vendor Agreement

X 200301 Vendor Agreement April 2020.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

200301 Agreement\_Signature\_Form (2)X.pdf

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

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

### Pricing Spreadsheet #1

200301\_Pricing\_form\_1 (1).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

X 200301\_Pricing\_form\_2 (1 April 2020).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### References

X Worden Reference\_Form (1) April 2020.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

Worden Catalog Feb 2020 Revised (1).pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. 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

X Reseller\_ Dealers\_ Sheet (1) April 2020.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

X Worden Limited Warranty Library April 2020.pdf

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

## Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## All Other Certificates

No response

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

## Logo and Other Company Marks

FINAL WORDEN Logotype BW.png

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

X CONFIDENTIALLY\_CLAIM\_FORM (1) April 2020.pdf

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

## Response Attachments

### Worden 2020 Price List - 04142020.pdf

Price list #1 attached

### Worden New Products 2020 Price Guide - 04152020.pdf

Worden NEW Product Price list

## 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.

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.

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)

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.)

Manufacturer of quality library furniture, tables, seating with 70 years experience. Education and Library furniture, Upholstered seating, Lounge Chairs, Ottomans, Sofas, Custom Furniture Solutions

**6 Primary Contact Name**

Primary Contact Name

James Meier

**7 Primary Contact Title**

Primary Contact Title

Contracts Manager

**8 Primary Contact Email**

Primary Contact Email

jimm7110@gmail.com



<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6164370638"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="NA"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6164370638"/>
-----------	---

<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Cindy Meiste"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Project Manager"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="cmeiste @wordencompany.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8008587748"/>
-----------	--

<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6169288480"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Steven Deloof"/>
-----------	---

1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email sdeloof@wordencompany.com
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8008587748
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Cindy Meiste
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email cmeiste@wordencompany.com
2 3	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8008587748
2 4	<b>Company Website</b> Company Website (Format - www.company.com) www.wordencompany.com
2 5	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 
2 6	<b>Primary Address</b> Primary Address 199 East 17th Street
2 7	<b>Primary Address City</b> Primary Address City Holland
2 8	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) Michigan
2 9	<b>Primary Address Zip</b> Primary Address Zip 49423

**3**  
**0** **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.)

Education and Library furniture, Upholstered seating, Lounge Chairs, Ottomans, Sofas, Custom Furniture Solutions

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

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

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

Yes

**3**  
**2** **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

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

OR

(B) employs at least 500 persons in Texas?

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

No

**3**  
**3** **Company Residence (City)**

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

Holland

**3**  
**4** **Company Residence (State)**

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

Michigan

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

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

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

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

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

**36 TIPS Administration Fee**

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

**37 Yes - No**

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

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

**38 Yes - No**

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

**39 Years experience in category of goods or services**

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

**4**  
**0** **Resellers:**

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

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

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

Yes

**4**  
**1** **Pricing discount percentage are guaranteed for?**

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

YES

**4**  
**2** **Right of Refusal**

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

Yes

**4**  
**3** **NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

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

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

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

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

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

**4 5 Filing of Form CIQ**

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

**4 6 Regulatory Standing**

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

**4 7 Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

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

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

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

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

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

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

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

**Suspension or Debarment Instructions**

## Instructions for Certification:

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

**50 Suspension or Debarment Certification**

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

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

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

**51 Non-Discrimination Statement and Certification**

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

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

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

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

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

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



**5** **2 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?

5  
5

**2 CFR PART 200 Clean Air Act**

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

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

Does vendor agree?

5  
6

**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5  
7

**2 CFR PART 200 Federal Rule**

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

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

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

**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?

**5 9 Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

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

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

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

YES

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

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

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

**6  
3** **Indemnification**

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  
4** **Remedies**

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  
5** **Remedies Explanation of No Answer**

**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](mailto: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 <10% annually per question      VENDOR CHANGED RESPONSE TO 14% OR GREATER ON 8.3.22 FOR POINT REDUCTION TO MAINTAIN CONTRACT IN CURRENT MARKET.

**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](mailto: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](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

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

You may provide more than three (3) references.

Entity Name	Contact Person	<b>VALID EMAIL IS REQUIRED</b>	Phone
Peralta Community College	Bob Schmidt (Ross McDonald)	<a href="mailto:rschmidt@rossmcdonald.com">rschmidt@rossmcdonald.com</a>	925-456-1636
City of Pelham	Chris Pizzuto (The Library Furniture Guy)	<a href="mailto:chris@the library furnitureguy.com">chris@the library furnitureguy.com</a>	205-877-3131
NJ School Authority	Stephanie Keller (Nickerson)	<a href="mailto:skeller@nickersoncorp.com">skeller@nickersoncorp.com</a>	631-666-0200
Michigan State University	Bob Nowicki (MSU)	<a href="mailto:nowickir@rhs.msu.com">nowickir@rhs.msu.com</a>	517-355-2406
City of Pinson	Chris Pizzuto (The Library Furniture Guy)	<a href="mailto:chris@the library furnitureguy.com">chris@the library furnitureguy.com</a>	205-877-3131
City of Columbiana	Chris Pizzuto (The Library Furniture Guy)	<a href="mailto:chris@the library furnitureguy.com">chris@the library furnitureguy.com</a>	205-877-3131

# All Dealer A Internal Contacts Lists

## Region 1: Alaska

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Think Office LLC	15001	Rod Young	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		rod@thinkofficellc.com	All
Think Office LLC	15001	Kael Ladegard	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		kael@thinkofficellc.com	All
Think Office LLC	15001	Clint Johnson	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		clint@thinkofficellc.com	All
Think Office LLC	15001	Jerod Park	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		jerod@thinkofficellc.com	All
Think Office LLC	15001	Scott Johnson	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		scott@thinkofficellc.com	All
Think Office LLC	15001	Kristle Magadia	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		kristle@thinkofficellc.com	All
Think Office LLC	15001	Laura Meyers	AK	1320 E. 68th Ave. Anchorage, AK 99518	907-338-4465		laura@thinkofficellc.com	All

## Region 2: Hawaii

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Nansen Group, Inc.	14020	Carl Heywood	HI (see reg.3)	264 Midpark Way SE/Suite207 Calgary, Alberta T2X 1J6	403-774-1314		nansengroup@icloud.com	All
Nansen Group, Inc.	14020	Amy Wroblewsky	HI (see reg.3)	265 Midpark Way SE/Suite 207 Calgary, Alberta T2X 1J6	403-774-1315		sales@nansengroup.net	All

## Region 3: Canada

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Nansen Group, Inc.	14020	Carl Heywood	Canada (see reg.3)	264 Midpark Way SE/Suite 207 Calgary, Alberta T2X 1J6	403-774-1314		nansengroup@icloud.com	All
Nansen Group, Inc.	14020	Amy Wroblewsky	Canada (see reg.3)	265 Midpark Way SE/Suite 207 Calgary, Alberta T2X 1J6	403-774-1315		sales@nansengroup.net	All

## Region 4: ROW

Company	Country Code	Contact	ST	Street Address	Phone #	Cell #	Email Address	Market
Indoff		Leslie Houston	TX	636 Waterchase Drive, FT. Worth TX 76120	817-966-9350		leslie.houston@indoff.com	
Indoff		Adam Heck	MO		844-809-5340		adam.heck@indoff.com	
Demco		Brad Fisher	WI (also in region 20)	4810 Forest Run Rd. 53704, Madison WI	608-242-2391		Bradf@demco.com	
Demco		Angie Hubbard	WI (also in region 20)	4810 Forest Run Rd. 53704, Madison WI	608-242-2370		angieh@demco.com	
Demco		Rita Schat	WI (also in region 20)	4810 Forest Run Rd. 53704, Madison WI	608-241-8583		ritas@demco.com	
Demco		Stephen Gower	WI (also in region 20)	4810 Forest Run Rd, Madison, WI 53704			stepheng@demco.com	

## Region 5: Washington

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Technical Furniture Systems	20225	Rick Timmerman	WA (see region 9)	15802 23rd Street NE Snohomish, WA 98290	888-788-6332	(425) 330-1149	tfsi@frontier.com	All
Technical Furniture Systems	20225	Deanne Lundquist	WA (see region 9)	15802 23rd Street NE Snohomish, WA 98290	888-788-6332	425-231-4731	deannet.tfsi@frontier.com	All
Technical Furniture Systems	20225	Brandon Timmerman	WA (see reg. 9)	15803 23rd Street NE Snohomish, WA 98290	888-788-6333	425-327-7635	brandont.tfsi@frontier.com	All

## Region 6: Oregon

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Ross McDonald Co.	18358	Garen McDonald	OR	1154 Stealth St. Livermore, CA 94551	925-455-1635	(925) 766-1249	gmcdonald@rossmcdonald.com	All
Ross McDonald Co.	18358	Cindy Anderson	OR	1154 Stealth St. Livermore, CA 94551	925-455-1635		canderson@rossmcdonald.com	All
Ross McDonald Co.	18358	Bob Schmidt	OR	1154 Stealth St. Livermore, CA 94551	925-455-1635	925-766-1247	rschmidt@rossmcdonald.com	All

## Region 7: Northern California

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Ross McDonald Co.	18358	Cindy Anderson	CA-N	1154 Stealth St. Livermore, CA 94551	925-455-1635		canderson@rossmcdonald.com	All
Ross McDonald Co.	18358	Garen McDonald	CA-N	1154 Stealth St. Livermore, CA 94551	925-455-1635	925-766-1249	gmcdonald@rossmcdonald.com	All
Ross McDonald Co.	18358	Bob Schmidt	CA-N	1154 Stealth St. Livermore, CA 94551	925-455-1635	925-766-1247	rschmidt@rossmcdonald.com	All
Ross McDonald Co.	18358	Priscilla Mills	CA-N	1154 Stealth St. Livermore, CA 94551	925-455-1635		priscilla@rossmcdonald.com	All

## Region 8: Southern California

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Yamada Enterprises	24000	Beth Hamilton	CA-S	16552 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882	714-843-9202	beth@yamadaenterprises.com	All
Yamada Enterprises	24000	Linda Braverman	CA-S	16553 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882	714-843-9202	linda@yamadaenterprises.com	All
Yamada Enterprises	24000	Parker Braverman	CA-S	16554 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882		parker@yamadaenterprises.com	All
Yamada Enterprises	24000	Claire Griffith	CA-S	16555 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882		claire@yamadaenterprises.com	All
Yamada Enterprises	24000	Noah Read	CA-S	16556 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882		Noah@yamadaenterprises.com	All
Yamada Enterprises	24000	Caesar Lara	CA-S	16557 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882		caesar@yamadaenterprises.com	All
Yamada Enterprises	24000	Octavio Trjo	CA-S	16558 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882		octavio@yamadaenterprises.com	All
Yamada Enterprises	24000	Ruby Lopez	CA-S	16558 Burke Lane Huntington Beach, CA 92647-4538	(714) 843-9882		ruby@yamadaenterprises.com	All

## Region 9: Idaho, Montana, Wyoming

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Technical Furniture Systems	20225	Rick Timmerman	MT (IA) (See region 5)	15802 23rd Street NE Snohomish, WA 98290	888-788-6332	(425) 330-1149	tfsi@frontier.com	All

Technical Furniture Systems	20225	Deanne Lundquist	MT (IA) (See region 5)	15802 23rd Street NE Snohomish, WA 98290	888-788-6332	425-231-4731	deannet.tfsi@frontier.com	All
Technical Furniture Systems	20225	Brandon Timmerman	MT (IA) (See region 5)	15803 23rd Street NE Snohomish, WA 98290	888-788-6333	425-327-7635	brandont.tfsi@frontier.com	All
First Continental	6245	Sharon Wood Marquez	WY	1627 S. Emerson St. Denver, CO 80210	303-778-1660		sharon@firstcontinentallibrary.com	All

### Region 10: Nevada, Utah

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Spacesaver Intermountain	19450	Rob Lundquist	UT	249 South 400 East Salt Lake City, UT 84111	801-363-5882		rlundquist@spacesaverIM.com	All
Spacesaver Intermountain	19450	Sunday Pearl	UT	250 South 400 East Salt Lake City, UT 84111	801-363-5883		spearl@spacesaverIM.com	All
Spacesaver Intermountain	19450	Ken York	UT	251 South 400 East Salt Lake City, UT 84111	801-363-5884		kyork@spacesaverIM.com	All
Spacesaver Intermountain	19450	Roger Mayton	UT	252 South 400 East Salt Lake City, UT 84111	801-363-5885		rmayton@spacesaverim.com	All
Spacesaver Intermountain	19450	Scott Srodes	UT	253 South 400 East Salt Lake City, UT 84111	801-363-5886		ssrodes@spacesaverIM.com	All
Spacesaver Intermountain	19450	Chad Werner	UT	254 South 400 East Salt Lake City, UT 84111	801-363-5887		cwerner@spacesaverIM.com	All
Spacesaver Intermountain	19450	Trent Sanders	UT	255 South 400 East Salt Lake City, UT 84111	801-363-5888		tsanders@spacesaverIM.com	All
Spacesaver Intermountain	19450	Account Managers HB (All L	UT	256 South 400 East Salt Lake City, UT 84111	801-363-5889		sales@henriksenbutler.com	All
Henriksen/Butler	8230	Ian Anderson	UT	241 W. Charleston Blvd., Ste.103 Las Vegas, NV 89102	702-309-2448		ian@henriksenbutler.com	All
Henriksen/Butler	19450	Design	NV	240 W. Charleston Blvd., Ste.103 Las Vegas, NV 89102	801-363-5890		design@henriksenbutler.com	All
Henriksen/Butler	8225	Heather Bressler	NV	241 W. Charleston Blvd., Ste.103 Las Vegas, NV 89102	702-309-2448		hbressler@hendriksenbutler.com	All
Henriksen/Butler	8225	Mark Hendrickson	NV		855-315-2200		markh@henriksenbutler.com	All
Henriksen/Butler	8225	Heather Blaine	NV		855-315-2200		hblaine@henriksenbutler.com	All
Henriksen/Butler	8225	Teresa Daining	NV		855-315-2200		tdaining@henriksenbutler.com	All
Henriksen/Butler	8225	Jessica Buchholz	NV		855-315-2200		jbuchholz@henriksenbutler.com	All
Henriksen/Butler	8225	Kate Desmond	NV		855-315-2200		kdesmond@henriksenbutler.com	All
Henriksen/Butler	8225	Jeff Clarke	NV		855-315-2200		jclarke@henriksenbutler.com	All
Henriksen/Butler	8225	Sabrina Rowe	NV		855-315-2200		srowe@henriksenbutler.com	All
Henriksen/Butler	8225	Angie Gilmore	NV		855-315-2200		agilmore@henriksenbutler.com	All
Henriksen/Butler	8225	Denise Williams	NV		855-315-2200		dwilliams@henriksenbutler.com	All
Henriksen/Butler	8225	Jacquelin Clark	NV		855-315-2200		jclark@henriksenbutler.com	All
Henriksen/Butler	8225	Tammy Zeitlin	NV		855-315-2200		tzeitlin@henriksenbutler.com	All
Henriksen/Butler	8225	Laura Maudlin	NV		855-315-2200		lmaudlin@henriksenbutler.com	All
Henriksen/Butler	8225	Heather Kuntz	NV		855-315-2200		hkuntz@henriksenbutler.com	All
Henriksen/Butler	8225	Paige Ugrin	NV		855-315-2200		pugrin@henriksenbutler.com	All
Henriksen/Butler	8225	Zach Fronk	NV		855-315-2200		zfronk@henriksenbutler.com	All
Henriksen/Butler	8225	Jennifer Quinn	NV		855-315-2200		jquinn@henriksenbutler.com	All
Henriksen/Butler	8225	Ian Anderson	NV		855-315-2200		ian@henriksenbutler.com	All
Henriksen/Butler	8225	Ashley DeHaan	NV		855-315-2200		adehaan@henriksenbutler.com	All
Henriksen/Butler	8225	Nicole Palacios	NV		855-315-2200		npalacios@henriksenbutler.com	All
Henriksen/Butler	8225	Paul Gray	NV		855-315-2200		pgray@henriksenbutler.com	All
Henriksen/Butler	8225	Trasie Mason	NV		855-315-2200		tmason@henriksenbutler.com	All
Henriksen/Butler	8225	Kurt Gentry	NV		855-315-2200		kgentry@henriksenbutler.com	All
Henriksen/Butler	8225	Tricia Kidman	NV		855-315-2200		tkidman@henriksenbutler.com	All
Henriksen/Butler	8225	Baileigh Veenendaal	NV		855-315-2200		bveenendaal@henriksenbutler.com	All
Henriksen/Butler	8225	Meghan McCollum	NV		855-315-2200		mmccollum@henriksenbutler.com	All
Henriksen/Butler	8225	Kristy Gardner	NV		855-315-2200		kgardner@henriksenbutler.com	All
Henriksen/Butler	8225	Heather Bressler	NV		855-315-2200		heather@henriksenbutler.com	All
Henriksen/Butler	8225	Angela Zrno	NV		855-315-2200		azrno@henriksenbutler.com	All
Henriksen/Butler	8225	Lauren Fessler	NV		855-315-2200		lfessler@henriksenbutler.com	All
Henriksen/Butler	8225	Vanessa Kaminski	NV		855-315-2200		vkaminski@henriksenbutler.com	All
Henriksen/Butler	8225	Rudy Flores	NV		855-315-2200		rflores@henriksenbutler.com	All
Henriksen/Butler	8225	Veronica Benavides	NV		855-315-2200		vbenavides@henriksenbutler.com	All
Henriksen/Butler	8225	Kaycee Howell	NV		855-315-2200		khowell@henriksenbutler.com	All
Henriksen/Butler	8225	Jamie McKenna	NV		855-315-2200		jmckenna@henriksenbutler.com	All
Henriksen/Butler	8225	Ashley Parcell	NV		855-315-2200		aparcell@henriksenbutler.com	All
Henriksen/Butler	8225	Becca Reighard	NV		855-315-2200		breighard@henriksenbutler.com	All
Henriksen/Butler	8225	Sontana Intraweat	NV		855-315-2200		sintraweat@henriksenbutler.com	All
Henriksen/Butler	8225	Paige Wright	NV		855-315-2200		pwright@henriksenbutler.com	All
Henriksen/Butler	8225	David Colling	NV		855-315-2200		dcolling@henriksenbutler.com	All
Henriksen/Butler	8225	Susan Amidon	NV		855-315-2200		samidon@henriksenbutler.com	All
Henriksen/Butler	8225	Account Managers HB (All L	NV		855-315-2200		sales@henriksenbutler.com	All
Henriksen/Butler	8225	Design	NV		855-315-2200		Design@henriksenbutler.com	All

### Region 11: Arizona, New Mexico

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors of Texas	12335	Delmaris Steele Trevor Taylor Michael Taylor	NM	401 Congress Ave., Suite 1540 Austin, TX 78701	888-689-5489		delmaris@li-tx.com Trevor@li-tx.com michael@li-tx.com	All

### Region 12: Colorado

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
First Continental Library Equipment	6245	Sharon Wood Marquez	CO	1627 S. Emerson St. Denver, CO 80210	303-778-1660		sharon@firstcontinentallibrary.com	All

### Region 13: Oklahoma, Arkansas

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors of Texas	12335	Trevor Taylor	AR	401 Congress Ave. Suite 1540 Austin, TX 78701	888-689-5489	(512)-921-8487	delmaris@li-tx.com	All
Library Interiors of Texas	3038	Delmaris Steele	OK	401 Congress Ave. Suite 1540, Austin, TX 78701	888-689-5489	512-921-8487	delmaris@li-tx.com	All

### Region 14: North Dakota, Minnesota

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Embury Ltd	5427	Bruce Deming	MN-ND	809 Burton Ave. Unit E, De Forest, WI 53532	608-846-0999	(608) 332-3240	bruce.deming@emburyltd.com	All
Embury Ltd	5427	Mona Deming	MN-ND		608-846-0999		mona.deming@emburyltd.com	All
Embury Ltd	5427	Deb Rasmussen	MN-ND		608-846-1000		debra.rasmussen@emburyltd.com	All

### Region 15: South Dakota, Nebraska, Iowa

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Furniture International	10170	Ken Jones	SD-NE-IA	100 E. School St. Carlisle, IA 50047	515-989-4241	515-291-6244	joneslib@msn.com	All
Library Furniture International	10170	Dustin Walker-Woods	SD-NE-IA	100 E. School St. Carlisle, IA 50047	515-989-4241	515-291-6244	dustin@libraryfurniture-intl.com	All

Library Furniture International	10170	Melissa Harlan	SD-NE-IA	1945 Techny Road Unit 10 Northbrook, Illinois 60062	847-564-9497		<a href="mailto:Melissa@libraryfurniture-intl.com">Melissa@libraryfurniture-intl.com</a>	
Library Furniture International	10170	Scott Fairbanks	SD-NE-IA	1945 Techny Road Unit 10 Northbrook, Illinois 60062	847-564-9497		<a href="mailto:Scott@libraryfurniture-intl.com">Scott@libraryfurniture-intl.com</a>	

### Region 16: Kansas, Missouri

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Hicks-Ashby Co.	8300	Jim Baldwin	KS	9860 Pflumm Road Lenexa, KS 66215	913-906-8601	(816) 803-4505	<a href="mailto:jbaldwin@hicks-ashby.com">jbaldwin@hicks-ashby.com</a>	All
Hicks-Ashby Co.	8300	Pat Wagner	KS	9860 Pflumm Road Lenexa, KS 66215	913-469-5412	913-634-8965	<a href="mailto:pwagner@hicks-ashby.com">pwagner@hicks-ashby.com</a>	All
Hicks-Ashby Co.	8300	Nick Davison	KS	9860 Pflumm Road Lenexa, KS 66215	913-906-8602	816-810-9185	<a href="mailto:ndavison@hicks-ashby.com">ndavison@hicks-ashby.com</a>	All
Hicks-Ashby Co.	8300	Dannett Childs	KS	9860 Pflumm Road Lenexa, KS 66215	612-362-2146		<a href="mailto:dchilds@haldemanhomme.com">dchilds@haldemanhomme.com</a>	All
Hicks-Ashby Co.	8300	Jim Baldwin	MO-W	9860 Pflumm Road Lenexa, KS 66215	913-906-9601	(816) 803-4505	<a href="mailto:jbaldwin@hicks-ashby.com">jbaldwin@hicks-ashby.com</a>	All
Bradford Systems	16130	Jack Wallace	MO-E	1735 Larkin Williams Rd. Fenton, MO 63026	636-343-1515		<a href="mailto:jackw@bradfordsystems.com">jackw@bradfordsystems.com</a>	All
Bradford Systems	16130	Mike Dawson	MO-E	1736 Larkin Williams Rd. Fenton, MO 63026	636-343-1516		<a href="mailto:mike@bradfordsystems.com">mike@bradfordsystems.com</a>	All
Bradford Systems	16130	Bob Fanello	MO-E	1737 Larkin Williams Rd. Fenton, MO 63026	636-343-1517		<a href="mailto:bob@bradfordsystems.com">bob@bradfordsystems.com</a>	All
Bradford Systems	16130	Mike Zegota	MO-E	1738 Larkin Williams Rd. Fenton, MO 63026	636-343-1518		<a href="mailto:Mikez@bradfordsystems.com">Mikez@bradfordsystems.com</a>	All
Bradford Systems	16130	Dave Bradford	MO-E	1739 Larkin Williams Rd. Fenton, MO 63026	636-343-1519		<a href="mailto:dave@bradfordsystems.com">dave@bradfordsystems.com</a>	All
Bradford Systems	16130	Phil Tilghman Jack Wallace Sales Team	MO	1735 Larkin Williams Rd. Fenton, MO 63026	636-343-1515	(314) 401-2339	<a href="mailto:phil@bradfordsystems.com">phil@bradfordsystems.com</a> <a href="mailto:jackw@bradfordsystems.com">jackw@bradfordsystems.com</a> <a href="mailto:salesteam@bradfordsystems.com">salesteam@bradfordsystems.com</a>	All
Bradford Systems		Bahr, Mike	MO	411 Country Ridge Drive St. Charles, MO 63304		314-401-3671	<a href="mailto:mikeba@bradfordsystems.com">mikeba@bradfordsystems.com</a>	
Bradford Systems		Granger, Karen	MO	224 Clayton Oaks Drive Ellisville, MO 63011	636-764-3894		<a href="mailto:karen@bradfordsystems.com">karen@bradfordsystems.com</a>	
Bradford Systems		Horvath, Bruce	MO	912 Eastview Drive Union, MO 63084	(636) 343-2339 x 2339	314-406-2585	<a href="mailto:bruce@bradfordsystems.com">bruce@bradfordsystems.com</a>	
Bradford Systems		Kaline, Sandy	MO	6485 Franks Road House Springs, MO 63051	636-343-2333		<a href="mailto:sandy@bradfordsystems.com">sandy@bradfordsystems.com</a>	
Bradford Systems		Moffett-Parente, Debbie	MO	120 Parklawn ESTs Fenton, MO 63026	636-764-3896		<a href="mailto:debbie@bradfordsystems.com">debbie@bradfordsystems.com</a>	
Bradford Systems		Myers, Dan	MO	4519 Cambrook Drive St. Charles MO 63304		314-712-8093	<a href="mailto:dmyers@bradfordsystems.com">dmyers@bradfordsystems.com</a>	
Bradford Systems		Rogers, Joe		4520 Cambrook Drive St. Charles MO 63304	(309)698-3052 x 3052	309-303-3707	<a href="mailto:joe@bradfordsystems.com">joe@bradfordsystems.com</a>	
Bradford Systems		Ohl, Ty	MO	619 Dennison Drive Ballwin, MO 63021		314-914-0045	<a href="mailto:tohl@bradfordsystems.com">tohl@bradfordsystems.com</a>	
Bradford Systems		Peters, Ken	MO	5810 Horneker Road Pacific, MO 63069		314-704-1086	<a href="mailto:kpeters@bradfordsystems.com">kpeters@bradfordsystems.com</a>	
Bradford Systems		Rogers, Curt	MO	5567 Hennsley Circle Weldon Springs, MO 63304	(636) 343-2336 x 2336	314-401-3345	<a href="mailto:curt@bradfordsystems.com">curt@bradfordsystems.com</a>	
Bradford Systems		Schneider, Bob	MO	11606 Big Bend Road Kirkwood, MO 63122	(636) 343-2327		<a href="mailto:bschneider@bradfordsystems.com">bschneider@bradfordsystems.com</a>	
Bradford Systems		Tilghman, Phil	MO	2988 Jesse Lane Fenton, MO 63026	636-343-2338 x 2338	314-401-2339	<a href="mailto:phil@bradfordsystems.com">phil@bradfordsystems.com</a>	
Bradford Systems		Wallace, Jack	MO	352 Aspen Village Drive Ballwin, MO 63021	636-343-2343	314-971-0510	<a href="mailto:jackw@bradfordsystems.com">jackw@bradfordsystems.com</a>	
Bradford Systems		Welch, Brad	MO	35 Winding Oaks Circle Drive O'Fallon, MO 63366		636-485-4851	<a href="mailto:bwelch@bradfordsystems.com">bwelch@bradfordsystems.com</a>	
Bradford Systems		Marasigan, Russel	TX	Cypress, TX	(630) 350-3468 x 3468	847- 293-6762	<a href="mailto:russel@bradfordsystems.com">russel@bradfordsystems.com</a>	

### Region 17: TX- Northern

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors of Texas	12335	Delmaris Steele	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-964-2790 x 6	512-921-8487	<a href="mailto:delmaris@li-tx.com">delmaris@li-tx.com</a>	All
Library Interiors of Texas	12335	Trevor Taylor	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-964-2790 x 1	512-921-8487	<a href="mailto:trevor@li-tx.com">trevor@li-tx.com</a>	
Library Interiors of Texas	12335	Michael Taylor	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-964-2790 x 2	512-921-8506	<a href="mailto:michael@li-tx.com">michael@li-tx.com</a>	
Library Interiors of Texas	12335	Dave Gaskins	TX	701 Bluebonnet Lane Temple, TX 76502	512-964-2790 x 5	254-654-2439	<a href="mailto:dave@li-tx.com">dave@li-tx.com</a>	
Library Interiors of Texas	12335	Dee Steele	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-964-2790 x 4	512-662-3160	<a href="mailto:delmaris@li-tx.com">delmaris@li-tx.com</a>	
Library Interiors of Texas	12335	Patrick Feist	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-964-2790 x 3	512-596-7678	<a href="mailto:patrick@li-tx.com">patrick@li-tx.com</a>	

### Region 18: TX- Houston

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors of Texas	12335	Delmaris Steele	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	888-689-5489	512-921-8487	<a href="mailto:delmaris@li-tx.com">delmaris@li-tx.com</a>	All
Library Interiors of Texas	12335	Trevor Taylor	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-921-8487		<a href="mailto:trevor@li-tx.com">trevor@li-tx.com</a>	
Library Interiors of Texas	12335	Michael Taylor	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-921-8506		<a href="mailto:michael@li-tx.com">michael@li-tx.com</a>	
Library Interiors of Texas	12335	Dave Gaskins	TX	701 Bluebonnet Lane Temp 401 Congress Ave., Suite 1540 Austin, TX 78701	254-654-2439		<a href="mailto:dave@li-tx.com">dave@li-tx.com</a>	
Library Interiors of Texas	12335	Dee Steele	TX	401 Congress Ave., Suite 1540 Austin, TX 78701	512-596-7678		<a href="mailto:delmaris@li-tx.com">delmaris@li-tx.com</a>	
Library Interiors of Texas	12335	Patrick Feist	TX	401 Congress Ave., Suite 1540 Austin, TX 78701			<a href="mailto:patrick@li-tx.com">patrick@li-tx.com</a>	

### Region 19: Louisiana and Mississippi

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors (LA)	12300	Carl Ekblad	LA	2801 Division St., Ste 200 Metairie, LA 70002	504-885-4040	(504) 430-8812	<a href="mailto:carl@libraryinteriors.com">carl@libraryinteriors.com</a>	All
Library Interiors (LA)	12300	Howard Ekblad	LA	2802 Division St., Ste 200 Metairie, LA 70002	504-885-4040		<a href="mailto:howard@libraryinteriors.com">howard@libraryinteriors.com</a>	All
Library Interiors (LA)		Gary Adams (rep)	LA	1000 Chinaberry Drive Suite 603 Bossier City, Louisiana 71111	(504) 258-3377	(504) 258-3377	<a href="mailto:gary@libraryinteriors.com">gary@libraryinteriors.com</a>	



Library Interiors (LA)	12300	Margaret L. Landreneau	LA	2801 Division St., Ste 200 Metairie, LA 70002	504-885-4040		Margaret@libraryinteriors.com	
Library Interiors (LA)	12300	Christine Ekblad	LA	2801 Division St., Ste 200 Metairie, LA 70002	504-885-4040		design@libraryinteriors.com	

## Region 20: Wisconsin

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Embury Ltd	5427	Bruce Deming	WI	809 Burton Ave., Unit E De Forest, WI 53532	608-846-0999	(608) 332-3240	bruce.deming@emburyltd.com	All
Embury Ltd	5427	Mona Deming	WI	810 Burton Ave., Unit E De Forest, WI 53532	608-846-0999		mona.deming@emburyltd.com	All
Embury Ltd	5427	Deb Rasmussen	WI	811 Burton Ave., Unit E De Forest, WI 53532	608-846-1000		debra.rasmussen@emburyltd.com	All

## Region 21: Illinois

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Carroll Seating	5427	Pat Carroll	IL	2105 Lunt Elk Grove Village, IL 60007		847-434-0909	pcarroll@carrollseating.com	All
Carroll Seating	5427	Meredith Carroll	IL	2106 Lunt Elk Grove Village, IL 60007		847-434-0909	meredith_carroll@carrollseating.com	All
Carroll Seating	5427	Ludwig Hoeft	IL	2107 Lunt Elk Grove Village, IL 60007		847-434-0909	lhoeft@carrollseating.com	All
Carroll Seating	5427	Evan Carroll	IL	2108 Lunt Elk Grove Village, IL 60007		847-434-0909	ecarroll@carrollseating.com	All
Carroll Seating	5427	Time Haggerty	IL	2109 Lunt Elk Grove Village, IL 60007		847-434-0909	thaggerty@carrollseating.com	All
Carroll Seating	5427	Alex Klopp	IL	2110 Lunt Elk Grove Village, IL 60007		847-434-0909	aklopp@carrollseating.com	All
Carroll Seating	5427	Monica Houston	IL	2111 Lunt Elk Grove Village, IL 60007		847-434-0909	mhouston@carrollseating.com	All
Carroll Seating	5427	Wally Wisniewski	IL	2112 Lunt Elk Grove Village, IL 60007		847-434-0909	wwisniewski@carrollseating.com	All
Carroll Seating	5427	Sally Mueller	IL	2113 Lunt Elk Grove Village, IL 60007		847-434-0909	smueller@carrollseating.com	All
Carroll Seating	5427	Eddie Scheer	IL	2114 Lunt Elk Grove Village, IL 60007		314-227-0088	escheer@carrollseating.com	All
Bradford Systems		Phil Tighman	IL	1735 Larkin Williams rd, Fenton MO 63026			phil@bradfordsystems.com	
Bradford Systems		Mike Dawson	IL				mike@bradfordsystems.com	
Bradford Systems		Bob Fanello	IL				bob@bradfordsystems.com	
Bradford Systems		Mike Zegota	IL				mikez@bradfordsystems.com	
Bradford Systems		Dave Bradford	IL				dave@bradfordsystems.com	
Bradford Systems		Abernathy, Vicky	IL	300 East Lincoln Glendale Heights, IL 60139	630-480-0432		vicky@bradfordsystems.com	
Bradford Systems		Borchik, Andy	IL	686 Bluff Street Apt 304 Carol Stream, IL 60188		630-995-5313	andy@bradfordsystems.com	
Bradford Systems		Berard, Bill	IL	21318 Ridge Avenue Lake Zurich, IL 60047	847-719-2294	847-344-9545	billb@bradfordsystems.com	
Bradford Systems		Berning, James	IL	3061 Marion Street Elgin, IL 60124		847-754-1826	james.berning@bradfordsystems.com	
Bradford Systems		Bradford, Dave	IL	60 Circle Avenue Wheaton, IL 60187	(630) 350-3475 x 3475	847-344-8989	dave@bradfordsystems.com	
Bradford Systems		Bradford, Jacki	IL	60 Circle Avenue Wheaton, IL 60187	(630) 350-3035 x 3035	630-247-3184	jacki@bradfordsystems.com	
Bradford Systems		Bradford, Kaelen	IL	3706 North Fremont Chicago, IL 60613	630-888-8448		kaelen@bradfordsystems.com	
Bradford Systems		Bradford, Link	IL	414 Rockefeller Lake Forest, IL 60045	847-735-1764	847-344-8993	link@bradfordsystems.com	
Bradford Systems		Bradford, Read	IL	2700 Summit Drive Unit 104 Glenview, IL 60025	847-729-2819	847-980-7926	read@bradfordsystems.com	
Bradford Systems		Charvat-Bradford, Judie	IL	2700 Summit Drive Unit 104 Glenview, IL 60025	847-729-2819	847-344-8512	judie@bradfordsystems.com	
Bradford Systems		Connolly, Kathy	IL	9325 South Oakley Avenue Chicago, IL 60643		773-507-3713	kathleen@bradfordsystems.com	
Bradford Systems		Dasko, Rick	IL	784 Prairie Avenue Glen Ellyn, IL 60137	(630) 350-3037 x 3037	630-269-1140	rick@bradfordsystems.com	
Bradford Systems		Dawson, Mike	IL	1201 Hillside Northbrook, IL 60062		847-980-7925	mike@bradfordsystems.com	
Bradford Systems		Ehrhardt, Tim	IL	16 Lansing Street Hinsdale, IL 60521		630-280-5714	thart@bradfordsystems.com	
Bradford Systems		Engel, John	IL	600 Onidea Drive Schaumburg, IL 60193		847-344-9411	john@bradfordsystems.com	
Bradford Systems		Fanello, Bob	IL	14807 Innisbrook Homer Glen, IL 60491	708-301-9141	847-344-9207	bob@bradfordsystems.com	
Bradford Systems		Fitzgerald, Jim	IL	2630 West 103rd Place Chicago, IL 60655		773-405-9498	jim@bradfordsystems.com	
Bradford Systems		Gremley, Therese	IL	10229 South St. Louis, Evergreen Park, IL 60805	708-952-4827 Citadel: 312-395-	312-451-5013	Therese.Gremley@CitadelGroup.com	
Bradford Systems		Hacker, Connie	IL	1315 Winfield Court Roselle, IL 60172	(630) 451-4610 x 4610	773-317-8798	connie@bradfordsystems.com	
Bradford Systems		Hunt, Cyndi	IL	55 North Middleton Ave. Palatine, IL 60067	630-350-3470		cyndi@bradfordsystems.com	
Bradford Systems		Leyden, Tim	IL	14033 West Dublin Drive Homer Glen, IL 60491	(630) 350-3467 x 3467		tim@bradfordsystems.com	
Bradford Systems		Lowery, Gary	IL	22901 Veterans Road Morton, IL 61550		309-437-5512	glowery@bradfordsystems.com	
Bradford Systems		Lukasik, David	IL	10515 South Bell Chicago, IL 60643		773-330-5173	d Lukasik@bradfordsystems.com	
Bradford Systems		Mahrt, Bryon	IL	2400 West Moss West Peoria, IL 61604	309-676-0978	309-303-2497	bryon@bradfordsystems.com	
Bradford Systems		Mawhinney, Ryan	IL	845 Sanctuary Drive #3058 Lake Villa, IL 60046		847-513-2680	rmawhinney@bradfordsystems.com	
Bradford Systems		McCabe, Terry	IL	1633 South Vine Park Ridge, IL 60068		312-375-1582	terry@bradfordsystems.com	
Bradford Systems		McCarthy, Jack	IL	12540 Sedgwick Drive Palos Park, IL 60464	708-448-3522	847-652-6492	jack@bradfordsystems.com	
Bradford Systems		Molkup, Dave	IL	507 Juniper Drive Petersburg, IL 62675		217-741-2994	dmolkup@bradfordsystems.com	
Bradford Systems		Moran, Marianne	IL	2218 West 107th Street Chicago, IL 60643	773-233-3920	773-507-6908	marianmemoran@hotmail.com	
Bradford Systems		Sral, Pete	IL	2126 Serenity Lane Woodstock, IL 60098- 7017	847-354-4435	847-344-9646	pete@bradfordsystems.com	
Bradford Systems		Staniszewski, Tony	IL	3535 North Oakley Chicago, IL 60618	773-248-0405	847-344-9477	tonys71nova@gmail.com	
Bradford Systems		Zgoda, Michael	IL	772 Pennsylvania Dr Unit 4 Palatine, IL 60074		847-867-1701	mikez@bradfordsystems.com	
Bradford Systems		Zirbel, Craig	IL	38W985 Armstrong Lane Geneva, IL 60134		630-297-6019	czirbel@bradfordsystems.com	
Bradford Systems		Anderson, Brent	IN	608 High Drive Carmel, IN 46033		317-373-1669	banderson@bradfordsystems.com	
Bradford Systems		Garard, Jack	IN	5859 East Raymond Street Indianapolis, IN 46203				

Bradford Systems		May, Thomas	IN	6727 Churchman Avenue Indianapolis, IN 46237	317-791-6200	317-460-8152	<a href="mailto:tom@bradfordsystems.com">tom@bradfordsystems.com</a>	
Bradford Systems		Parsley, Art	IN	3837 South LaSalle Indianapolis, IN 46237	317-786-9136	317-345-2328	<a href="mailto:art@bradfordsystems.com">art@bradfordsystems.com</a>	
Bradford Systems		Schneider, Kristi	IN	7299 West Ivy Ct. New Palestine, IN 46163	317-894-0414	317-941-9605	<a href="mailto:kristi@bradfordsystems.com">kristi@bradfordsystems.com</a>	
Bradford Systems		Fowler, MaryJo	WI	608 East Street Fort Atkinson, WI 53538	920-568-0920		<a href="mailto:maryjo@bradfordsystems.com">maryjo@bradfordsystems.com</a>	
Bradford Systems		Vass, Chris				815-245-0074	<a href="mailto:cvass@bradfordsystems.com">cvass@bradfordsystems.com</a>	
Bradford Systems		Whitman, Jon			309-642-0732		<a href="mailto:jonwhitman02@gmail.com">jonwhitman02@gmail.com</a>	

## Region 22: Michigan

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
ASG	1372	Terry Edewaard	MI	92 Veterans Dr. Holland, MI 49423	616-396-9993	(616) 836-1301	<a href="mailto:terry@asgllc.org">terry@asgllc.org</a>	Pub. K-12
Library Design Associates	12100	Kyle Haning	MI-E	1149 S. Main St. Plymouth, MI 48170	734-459-5000	(586) 246-2303	<a href="mailto:kyle@librarydesign.com">kyle@librarydesign.com</a>	Univ. & P.L. Pri. K-12
Library Design Associates	12100	Matt deBear	MI-W	1149 S. Main St. Plymouth, MI 48170	734-459-5000	(614) 439-0030	<a href="mailto:mdebear@librarydesign.com">mdebear@librarydesign.com</a>	Univ. & P.L. Pri. K-12
Library Design Associates	12100	Christi Birchmeier	MI	1149 S. Main St. Plymouth, MI 48170	734-459-5000		<a href="mailto:christi@librarydesign.com">christi@librarydesign.com</a>	Univ. & P.L. Pri. K-12
Library Design Associates	12100	Kathy Lomuscio	MI	1149 S. Main St. Plymouth, MI 48170	734-459-5000		<a href="mailto:kathy@librarydesign.com">kathy@librarydesign.com</a>	Univ. & P.L. Pri. K-12
Library Design Associates	12100	Jennifer Kotelnicki	MI	1149 S. Main St. Plymouth, MI 48170	734-459-5000		<a href="mailto:jennifer@librarydesign.com">jennifer@librarydesign.com</a>	Univ. & P.L. Pri. K-12

## Region 23: Indiana

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Fax #	Email Address	Market
Deco	4401	Bruce Osborne	IN	7225 E. 87th St Indianapolis, IN 46256	317-842-4444 x 306	317-842-5588	<a href="mailto:osborne@decoassociates.com">osborne@decoassociates.com</a>	K-12
Deco	4401	David Clegg	IN	7226 E. 87th St Indianapolis, IN 46256	317-842-4445 x 303	317-842-5589	<a href="mailto:clegg@decoassociates.com">clegg@decoassociates.com</a>	K-13
Deco	4401	Brittany Dyer-Champ	IN	7226 E. 87th St Indianapolis, IN 46256	317-842-4444 x 308	317-842-5589	<a href="mailto:bdchampe@decoassociates.com">bdchampe@decoassociates.com</a>	K-13
Deco	4401	Don Hill	IN	7226 E. 87th St Indianapolis, IN 46256	317-842-4444 x 305	317-842-5589	<a href="mailto:hill@decoassociates.com">hill@decoassociates.com</a>	K-13
Deco	4401	Jef Peach	IN	7226 E. 87th St Indianapolis, IN 46256	317-842-4444 x 307	317-842-5589	<a href="mailto:peach@decoassociates.com">peach@decoassociates.com</a>	K-13
Michigan Educational Furniture	11100	Max Goecker	IN	620 E. 18th Street Muncie, IN 47302	765-286-9041	317-562-9957	<a href="mailto:max@edfurn.com">max@edfurn.com</a>	All
Michigan Educational Furniture	11100	Matt Simmons	IN	621 E. 18th Street Muncie, IN 47302	765-286-9042	317-562-9958	<a href="mailto:matt@edfurn.com">matt@edfurn.com</a>	All
Michigan Educational Furniture	11100	Austin Simmons	IN	623 E. 18th Street Muncie, IN 47302	765-286-9044	317-562-9960	<a href="mailto:austin@edfurn.com">austin@edfurn.com</a>	All
Michigan Educational Furniture	11100	Conner Elder	IN	623 E. 18th Street Muncie, IN 47302	765-286-9044	317-562-9960	<a href="mailto:conner@edfurn.com">conner@edfurn.com</a>	All
Michigan Educational Furniture	11100	George Wilson	IN	623 E. 18th Street Muncie, IN 47302	765-286-9044	317-562-9960	<a href="mailto:gwilson@edfurn.com">gwilson@edfurn.com</a>	All
Michigan Educational Furniture	11100	Mark Reinke	IN	623 E. 18th Street Muncie, IN 47302	765-286-9044	317-562-9960	<a href="mailto:markr@edfurn.com">markr@edfurn.com</a>	All

## Region 24: Ohio

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Design Associates	12200	Nick Mears	OH-N	10046 Brewster Lane Powell, OH 43065	614-923-4600	(614) 579-4518	<a href="mailto:nick@librarydesign.com">nick@librarydesign.com</a>	All
Library Design Associates	12200	Matt Baughman	OH	10046 Brewster Lane Powell, OH 43065	614-923-4600	(614) 563-1289	<a href="mailto:matt@librarydesign.com">matt@librarydesign.com</a>	All
Library Design Associates	1220	Heidi baughman	OH	10047 Brewster Lane Powell, OH 43065	614-923-4600		<a href="mailto:heidi@librarydesign.com">heidi@librarydesign.com</a>	All
Library Design Associates	1220	Amber Clark	OH	10048 Brewster Lane Powell, OH 43065	614-923-4600	734-923-4600	<a href="mailto:amber@librarydesign.com">amber@librarydesign.com</a>	
Library Design Associates	1220	Cheryl Worth	OH	10049 Brewster Lane Powell, OH 43065	614-923-4600		<a href="mailto:cheryl@librarydesign.com">cheryl@librarydesign.com</a>	

## Region 25: Kentucky and Tennessee

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
U.S. Specialties	21450	Jason Lilly	KY	2205 River Rd. Louisville, KY 40206	502-587-9000		<a href="mailto:jasonlilly@usspecialties.com">jasonlilly@usspecialties.com</a>	K-12
U.S. Specialties	21450	Aaron Robertson	KY	2205 River Rd. Louisville, KY 40206	502-587-9000		<a href="mailto:aaronr@usspecialties.com">aaronr@usspecialties.com</a>	K-12
KPC Architectural Products	11100	Angie Smith	TN, KY	2464 Fortune Dr., Ste. 150 Lexington, KY 40509	859-269-3646	859-338-2829	<a href="mailto:ansmith@bluegrass.net">ansmith@bluegrass.net</a>	All
KPC Architectural Products	11100	Dan Smith	TN, KY	2464 Fortune Dr., Ste. 150 Lexington, KY 40509	859-269-3646		<a href="mailto:kpc@bluegrass.net">kpc@bluegrass.net</a>	All
KPC Architectural Products	11100	Sarah Baker	TN, KY	2464 Fortune Dr., Ste. 150 Lexington, KY 40509	859-269-3646		<a href="mailto:s.baker@kpcarch.com">s.baker@kpcarch.com</a>	All
KPC Architectural Products	11100	Tami Dobbins	TN, KY	2464 Fortune Dr., Ste. 150 Lexington, KY 40509	859-269-3646		<a href="mailto:k.case@kpcarch.com">k.case@kpcarch.com</a>	All
KPC Architectural Products	11100	Kim Case	TN, KY	2464 Fortune Dr., Ste. 150 Lexington, KY 40509	859-269-3646		<a href="mailto:t.dobbins@kpcarch.com">t.dobbins@kpcarch.com</a>	All

## Region 26: Alabama

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
The Mell Group	1371	Chris Pizzuto	AL	100 Union Hill Dr., Ste 100 Birmingham, AL 35209	205-877-3131		<a href="mailto:chris@thelibraryfurnitureguy.com">chris@thelibraryfurnitureguy.com</a>	All
The Mell Group	1371	Cathy Kelly	AL	101 Union Hill Dr., Ste 100 Birmingham, AL 35209	205-877-3132		<a href="mailto:Cathy@thelibraryfurnitureguy.com">Cathy@thelibraryfurnitureguy.com</a>	All

## Region 27: Northern Florida

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors	12320	Jen Anderson	FL	1007 N. federal Hwy #228 Fort Lauderdale, FL 33304	954-471-7181		<a href="mailto:jen.anderson@libraryinteriors.com">jen.anderson@libraryinteriors.com</a>	All
Library Interiors (FL)		Jeff Hunt	FL	10006 Cross Creek Blvd.#432 Tampa, FL 33647	813-977-6805	(813) 340-0649	<a href="mailto:jeff.hunt@libraryinteriors.com">jeff.hunt@libraryinteriors.com</a>	All

## Region 28: Southern Florida

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market

## Region 29: Georgia

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Blackstock's Equipment	2461	Jason Freeman	GA	804 Bill Rutledge Rd. Winder, GA 30680	770-867-8000	(404) 392-3779	jason.freeman@blackstockequipment.com	All
Blackstock's Equipment	2461	Ty Milner	GA	806 Bill Rutledge Rd. Winder, GA 30680	770-867-8000		Ty@blkstocks.com	
Blackstock's Equipment	2461	Tyler South	GA	806 Bill Rutledge Rd. Winder, GA 30680	770-867-8000	404-392-1602	tyler@blkstocks.com	
Blackstock's Equipment	2461	Joyce Parker	GA	806 Bill Rutledge Rd. Winder, GA 30680	770-867-8000		joyce@blkstocks.com	

### Region 30: North Carolina and South Carolina

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Carolina Furnishings + Design	3007	David Chriscoe	SC	315 Grant St./P.O. Box 348 West End, NC 27376	910-673-1010	(910) 690-9888	davidchriscoe@gmail.com	All
Carolina Furnishings + Design	3007	Josh Halverstadt	SC	316 Grant St./P.O. Box 348 West End, NC 27376	910-673-1011	910-690-2177	Jrhalverstadt@gmail.com	All
Carolina Furnishings + Design	3007	Rick halverstadt	SC	317 Grant St./P.O. Box 348 West End, NC 27376	910-673-1012	919-593-4177	rbhalverstadt@gmail.com	All
Carolina Furnishings + Design	3007	Nycki Wendelin	SC	318 Grant St./P.O. Box 348 West End, NC 27376	910-673-1013	910-673-1010	nykkiw@cfplused.com	All
Carolina Furnishings + Design	3007	Pam Davis	SC	319 Grant St./P.O. Box 348 West End, NC 27376	910-673-1014	910-673-1010	pdavis@cfplused.com	All
Carolina Furnishings + Design	3007	John Hughes	SC	320 Grant St./P.O. Box 348 West End, NC 27376	910-673-1015	336-202-1500	jhughes952@gmail.com	All
Carolina Furnishings + Design	3007	Julie Powell	SC	321 Grant St./P.O. Box 348 West End, NC 27376	910-673-1016	252-917-2624	jpowell@cfplused.com	All
Carolina Furnishings + Design	3007	Genie Fishel	SC	322 Grant St./P.O. Box 348 West End, NC 27376	910-673-1017	919-602-4626	gfishe@cfplused.com	All
Carolina Furnishings + Design	3007	Bill Crawly	SC	323 Grant St./P.O. Box 348 West End, NC 27376	910-673-1018	919-608-3868	bcdesk@aol.com	All
Carolina Furnishings + Design	3007	Christina Berg	SC	324 Grant St./P.O. Box 348 West End, NC 27376	910-673-1019	843-703-9095	Ccberg24@gmail.com	All
Carolina Furnishings + Design	3007	Cate Young	SC	325 Grant St./P.O. Box 348 West End, NC 27376	910-673-1020	904-382-0451	catey@cfplused.com	All
Carolina Furnishings + Design	3007	Karen Ballard	SC	326 Grant St./P.O. Box 348 West End, NC 27376	910-673-1021	910-315-6140	karen@cfplused.com	All
Perfection Equipment Co.		Rob Indicott	NC	135 Harold Andrews Rd., Silver City, NC 27344	919-742-5077	828-266-1981	indicott@yahoo.com	K-12
Perfection Equipment Co.		Stephanie Evans	NC	135 Harold Andrews Rd., Silver City, NC 27344	919-742-5077	800-426-3599	perfection@connectnc.net	K-12

### Region 31: Virginia, Maryland, and Delaware

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Douron, Inc.	4350	John Davenport	DE, MD	10 Painters Mill Rd. Owings Mills, MD 21117	410-363-2600		j.davenport@douron.com	K-12
Library Interiors (NJ)	12305	Paula Altman	MD, VA (see terr.32 PA)	45970 Wild Rose Ln California, MD 20619	301-461-3528	301-461-3528	paltman@libraryinteriorsinc.com	Univ. & P.L.
Library Interiors (NJ)	12305	Bill Devine	MD	45971 Wild Rose Lane. California, MD 20619	301-461-3528		Bdevine@libraryinteriorsinc.com	Univ. & P.L.
Library Interiors (NJ)	12305	Stewart Fife	MD	45972 Wild Rose Lane. California, MD 20619	301-461-3528		Sfife@libraryinteriorsinc.com	Univ. & P.L.
Library Interiors (NJ)	12305	Debbie Anderson	MD	45973 Wild Rose Lane. California, MD 20619	301-461-3528		debbie@libraryinteriorsinc.com	Univ. & P.L.
Library Interiors (NJ)	12305	Glenn Goble	MD	45974 Wild Rose Lane. California, MD 20619	301-461-3528		Glenn@libraryinteriorsinc.com	Univ. & P.L.
Library Interiors (NJ)	12305	Doreen Hatter	MD	45975 Wild Rose Lane. California, MD 20619	301-461-3528		Dhatter@libraryinteriorsinc.com	Univ. & P.L.
American Desigan Association		Zach Alark	MD-VA				zach@americandesignonline.com	
American Desigan Association		Anne Miller	MD-VA				anne@americandesignonline.com	
American Desigan Association		Alison Lehman	MD-VA				alison@americandesignonline.com	

### Region 32: Pennsylvania

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
C.M. Eichenlaub	5300	Shari Shovel	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8346		sshovel@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Scott McLane	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8347		smclane@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Michael Maiden	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8348		mmaiden@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Crystale Maiden	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8349		cm Maiden@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Cheryl Blon	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8350		cblon@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Tammie DePalma	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8351		estimating@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Hannah Boyer	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8352		hboyer@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Rebecca Allen	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8353		rallen@cme-co.com	K-12 & West Univ. & P.L.
C.M. Eichenlaub	5300	Stephen Shovel	PA	1508 Ardmore Blvd. Suite 303, Pittsburgh, PA 15221 Mailing add.: P.O. Box 8790	412-271-8354		smshovel@cme-co.com	K-12 & West Univ. & P.L.

**Region 33: New Jersey and Lower New York**

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Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Library Interiors (NJ)	12305	Bill Devine	NJ	35 Beaverson Blvd, Ste 2C Brick, NJ 08723	732-262-8600	(908) 295-4585	bdevine@libraryinteriorsinc.com	Univ. & P.L.
Nickerson Corp.	14200	Stephanie Keller	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631-666-0200		skeller@nickersoncorp.com	K-12
Nickerson Corp.	14200	Dana Lundin	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631-666-0201	631.872.9605	dlundin@nickersoncorp.com	K-12
Nickerson Corp.	14200	Marietta Villalta	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631-666-0202		villalta@nickersoncorp.com	K-12
Nickerson Corp.	14200	Don Tigar	NY	515 Union Avenue, Union Beach, NJ 07735	631-666-0203	908-227-9674	dtigar@nickersoncorp.com	K-12
Nickerson Corp.	14200	Robert Keller	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631-666-0204	516.639.9811	rkeller@nickersoncorp.com	K-12
Nickerson Corp.	14200	Steve Ricci	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631-666-0205		sricci@nickersoncorp.com	K-12
Nickerson Corp.	14200	Gina Callahan	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631.666.0200 x 255		Callahan@nickersoncorp.com	K-13
Nickerson Corp.	14200	Cliff Rudolph	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631.666.0200 x 247	631.252.1270	crudolph@nickersoncorp.com	K-14
Nickerson Corp.	14200	Beth Poskus	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631.666.0200 x 244	631.620.2101	bposkus@nickersoncorp.com	K-15
Nickerson Corp.	14200	Michael Amatulli	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631.666.0200 x 233		mamatulli@nickersoncorp.com	K-16
Nickerson Corp.	14200	Paul Buckley	NY	11 Moffitt Blvd. Bay Shore, NY 11706	(631) 388 - 0542		pbuckley@nickersoncorp.com	
Nickerson Corp.	14200	Janice H Aquilina	NY	11 Moffitt Blvd. Bay Shore, NY 11706	201.388.1933	201.233.4199	jaquilina@nickersoncorp.com	
Nickerson Corp.	14200	Jean Gellman	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631.666.0200 x 248		kgellman@nickersoncorp.com	
Nickerson Corp.	14200	Eileen Kulha	NY	515 Union Avenue Union Beach, NJ 07735	(732) 721-0094 x 3	(732) 721-0115	ekulha@nickersoncorp.com	
Nickerson Corp.	14200	Mike Cunningham	NY	11 Moffitt Blvd. Bay Shore, NY 11706	631.666.0200 x 239	631.539.1341	mcunningham@nickersoncorp.com	
Nickerson Corp.	14200	Katherine Marquez	NY	12 Moffitt Blvd. Bay Shore, NY 11706	(631) 666-0200 x 219		marquez@nickersoncorp.com	
Nickerson Corp.	14200	Cathy Ihnat	NY	515 Union Avenue Union Beach, NJ 07735	631-666-0206		cihnat@nickersonnj.com	K-12
Nickerson Corp.	14200	Eileen Kulha	NY	515 Union Avenue Union Beach, NJ 07735	(732) 721-0094 x 3	(732) 721-0115	ekulha@nickersoncorp.com	

**Region 34: Upstate New York**

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market

**Region 35: Maine, Massachusetts, New Hampshire, Vermont, Connecticut, Rhode Island**

Dealer Name	Dealer #	Dealer Contact	ST	Address	Phone #	Cell #	Email Address	Market
Tucker Library Interiors	20694	Cori McGrath	NH	27 Harvey Rd. Unit 1 & 2 Bedford, NH 03110	603-666-7030	(603) 566-0837	cori@tuckerlibraryinteriors.com	All
Tucker Library Interiors	20694	Chip Hagy	NH	28 Harvey Rd. Unit 1 & 2 Bedford, NH 03110	603-666-7030	(603) 566-6458	chip@tuckerlibraryinteriors.com	All
Tucker Library Interiors	20694	Bob McGrath	NH	29 Harvey Rd. Unit 1 & 2 Bedford, NH 03110	603-666-7030	(603) 566-0174	bob@tuckerlibraryinteriors.com	All
Tucker Library Interiors	20694	Jane Rogers	NH	29 Harvey Rd. Unit 1 & 2 Bedford, NH 03110	603-666-7030	(603) 493-7129	jane@tuckerlibraryinteriors.com	All

**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.

**Everest Expedition, LLC dba The Worden Company**

Name of company

James Meier Contracts Manager

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

199 East 17th Street	Holland	MI	49423	800-858-7746
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.

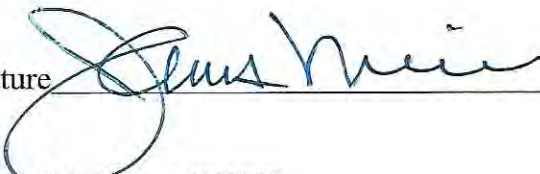
**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

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  Date 5-14-20



## Worden Limited Warranty

- Worden wood case good and shelving products sold are warranted for ten (10) years from the date of initial delivery of the products to the installation and/or from the date of completion of installation if installation is accomplished according to the Company's installation procedures. Worden warrants its seating products for a period of two (2) years (exclusive of upholstery materials) after delivery and installation.
- Worden warrants the products sold to be free from material defects in material and workmanship.
- During the Warranty Period, Worden's sole obligation and the Customer's sole remedies pursuant to this Warranty are limited to repair or replacement, at Worden's option, of any product, part, or component covered by this Warranty and sold after the effective date of this warranty which fails under normal use and service as a result of a material defect in material or workmanship.
- Worden does not warranty products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Warranties on purchased hardware and finished components, including but not limited to hinges, pulls, handles, legs, and steel frames, are limited to the hardware and component manufacturer's warranty, and this Warranty does not apply to such components.
- Any misuse, abuse, modification, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental condition, or use contrary to any instructions issued by Worden voids the Warranty and this Warranty does not apply.
- Notwithstanding the foregoing, Worden does not warrant and this Warranty does not apply to:
  - natural variations in wood grain or figure or the presence of character marks
  - changes in surface finishes, including colorfastness, due to aging or exposure to light
  - failure resulting from normal wear and tear
  - the matching of colors, grains, or textures of natural materials
- damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds
- damage from sharp objects or imprinting from writing instruments, or prolonged exposure to sunlight
- individuals purchasing Worden's products for personal, family, or household use
- **WORDEN SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- Purchaser shall indemnify and hold harmless Worden and its officers, directors, shareholders, employees, agents, and affiliates (the "Indemnified Parties"), from any loss, damage, claim, liability or expense that the Indemnified Parties may suffer arising from Purchaser's design, specifications or material provided by Purchaser.
- Worden's liability with respect to its products shall not exceed that expressly set forth herein, irrespective of the theory upon which any claim might be based, including breach of warranty, breach of contract, negligence or strict liability, and no person or entity is authorized to assume any liability on behalf of the Company in connection with the sale or installation of the Company's products except as set forth herein.
- **THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY WORDEN IN REGARD TO ITS PRODUCTS. WORDEN HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY WORDEN, OR ANY OTHER PERSON ON WORDEN'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.**

Effective Date: 12.15.14

Worden Project Number: \_\_\_\_\_ Installation Date: \_\_\_\_\_