

TIPS VENDOR AGREEMENT

Between Trearc Brands Inc dba eko **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 180305 Furniture, Furnishings and Services (2)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

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

A Purchase Order, 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 to 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 of the addendums possible.

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" or "\$0" 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.

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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

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

Agreements

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

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for a two (2) year term with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. 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 for 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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, 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 customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. 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 work 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. Vendor further 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 injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that 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, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to 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 written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Marketing

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

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 i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

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Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the 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 this Solicitation 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 random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general

scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

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 has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

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

Support Requirements

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

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement 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.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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 we do 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 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. 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 Contractor(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. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

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

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

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180305 Furniture, Furnishings and Services (2)

Company Name Trearc Brands Inc. dba eko

Address 145 Rymer Road NE

City Cleveland State TN Zip 37323

Phone 866.814.8356 Fax 615.676.4861

Email of Authorized Representative djones@ekocontract.com

Name of Authorized Representative Dustin Jones

Title Co-founder, CEO

Signature of Authorized Representative Dustin Jones

Digitally signed by Dustin Jones
DN: cn=Dustin Jones, o=eko, ou,
email=djones@ekocontract.com, c=US
Date: 2018.03.08 09:53:47 -0500

Date 3/08/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 5/25/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x	Department		Department Building
Fax		Building		Floor/Room Telephone
Bid Number	180305	Floor/Room		Fax
Title	Furniture, Furnishings and Services (2)	Telephone	+1 (866) 839-8477 x	Email
Bid Type	RFP	Fax	+1 (866) 839-8472 x	
Issue Date	3/1/2018 08:04 AM (CT)	Email	bids@tips-usa.com	
Close Date	4/30/2018 03:00:00 PM (CT)			

Supplier Information

Company eko contract (Trearco Brands Inc.)
 Address LSQ Funding Group, L.C.
 PO Box 404322
 Atlanta, GA 30384-4322

Contact
 Department
 Building
 Floor/Room
 Telephone (800) 474-7606
 Fax
 Email
 Submitted 3/24/2018 09:44:06 AM (CT)
 Total \$0.00

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

Signature Daniel Dustin Jones

Email djones@ekocontract.com

Supplier Notes

Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170302 and you do not wish to modify your contract with a new proposal, you SHOULD NOT propose on this solicitation. The ultimate termination date for both is the same.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	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)	
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.)	At EKO, we're proud to serve a variety of markets with seating solutions that are inspiring to use, simple to integrate, and affordable to own. We do this with a human-centered approach, designing for the places people work, learn, and heal. Comfort, utility, and style are all characteristic of our products—each of which brings function and life to a wide variety of settings. If you're looking to create presence and purpose, you can confidently turn to EKO.
6	Primary Contact Name	Primary Contact Name	Dustin Jones
7	Primary Contact Title	Primary Contact Title	Co-owner, Founder
8	Primary Contact Email	Primary Contact Email	djones@ekocontract.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4233038188
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6156764861
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4233038188
12	Secondary Contact Name	Secondary Contact Name	Brandi Rayfield
13	Secondary Contact Title	Secondary Contact Title	Administrative Team Leader
14	Secondary Contact Email	Secondary Contact Email	brandi@ekocontract.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8668148356
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6156764861
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Brandi Rayfield
19	Admin Fee Contact Email	Admin Fee Contact Email	brandi@ekocontract.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8668148356
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Brandi Rayfield
22	Purchase Order Contact Email	Purchase Order Contact Email	sales@ekocontract.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8668148356
24	Company Website	Company Website (Format - www.company.com)	www.ekocontract.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	621349778
26	Primary Address	Primary Address	145 Rymer Road NE
27	Primary Address City	Primary Address City	Cleveland
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TN
29	Primary Address Zip	Primary Address Zip	37323
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	lounge, collaborative seating, collaborative learning, eko, comfortable seating, lobby seating, seating, sofa, loveseat, club chair,
31	Yes - No	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 are 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. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Cleveland
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TN
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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 RFP document), website, store or shelf pricing? This 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%.	51%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed 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.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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	Yes

not be considered.

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	31
46	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: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart 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
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	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.	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- 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.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (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 TIPS will be notified in writing by email to TIPS@TIPS-USA.com 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 result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- 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>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 53 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. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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.

Instructions for Certification:

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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, audiotope, 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 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.

59 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

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.

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

61 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

62	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>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)</p> <p>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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>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."</p> <p>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?</p>	Yes

67 Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
70 Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

- 71 Alternative Dispute Resolution Yes, I Agree
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
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?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
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.

78 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.

Yes

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?

79 Insurance and Fingerprint Requirements Information

Insurance
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 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.

Some

81 Solicitation Deviation/Compliance

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

Yes

- 82 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.
- 83 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 84 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.
- 85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 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. (No Response Required)

Line Items

Response Total: \$0.00

5:02 PM
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Trearc Brands Inc. DBA EKO
Customer Contact List
March 5, 2015

Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
(JCS) JIMENEZ CONTRACT SERVICES, LTD	1246 SILBER ROAD	HOUSTON	TX	77055		AccountsPayable@j-c-s.com	713-681-6407	713-681-8810
360 OFFICE SOLUTIONS	FKA REPORTER BIG SKY OFFICE	BILLINGS	MT	59107		jeremyt@360-os.com	406-248-7881	406-585-0091
A to Z FACILITY SOLUTIONS	100 BROADVIEW CT.	COLUMBIA	MO	65201		as@atozfacilitysolutions.com	573-424-6789	
AC DESK	249 Elm Pl #2	MINEOLA	NY	11501	Denise Ingeman	dringeman@acdeskorline.com	516-741-7979	516-741-9391
ADVANTAGE OFFICE SOLUTIONS	65 LEGGETT DRIVE	VILLA RICA	GA	30180		jan@usadvantage.net	770-830-6868	770-830-7072
AFD CONTRACT FURNITURE INC.	810 SEVENTH AVENUE	NEW YORK	NY	10019	Dionne Glen	dglenn@afd-inc.com	212-721-7100	
AFFINITY OFFICE FURNITURE	9430 N. HWY V V	COLUMBIA	MO	65202		gene@affinityofficefurniture.com	573-442-9433	573-449-0422
ALFRED WILLIAMS & CO	716 DIVISION STREET	NASHVILLE	TN	37203	EMAIL INVOICES	dalcaraz@alfredwilliams.com	615-244-0081	615-259-8181
ALFRED WILLIAMS & CO- NASHVILLE	716 DIVISION STREET	NASHVILLE	TN	37203		CTITUS@ALFREDWILLIAMS.COM	615-244-0081	615-259-8181
ALFRED WILLIAMS & COMPANY - RALEIGH	1853 CAPITAL BLVD.	RALEIGH	NC	27604-2189		lcaraz@alfredwilliams.com	919-832-9570	919-832-7626
ALFRED WILLIAMS AND CO.- CHARLOTTE	505 SOUTH CEDAR STREET	CHARLOTTE	NC	28202		WWW.ALFREDWILLIAMS.COM	704-338-9373	704-332-5526
ALIANZA	74 N. BROADWAY 2ND FLOOR	NEW YORK	NY	10960	Marcelo Reggiardo	mreggiardo@alianzacom.com	845-675-7337	845-675-7341
ALL MAKES - OMAHA	2558 FARNAM STREET	OMAHA	NE	68131-3628		dorism@allmakes.com	402-341-2413	402-977-3013
ALLIED CORPORATE FURNITURE	3606 E HIGHLAND DRIVE	JONESBORO	AR	72401		bill.little@alliedcorporatefurniture.com	(870) 931-9000	870-932-6133
AMC TRANSFER	3580 OCEANSIDE RD UNIT 6	OCEANSIDE	NY	11572	Nicole Diaks	ndiaks@amctransfer.org	516-599-0633	
AMERICAN BUSINESS INTERIORS	AKA PERERS ENTERPRISES, INC.	MELBOURNE	FL	32901		joannew@abinteriors.com	321-723-5003	321-984-4221
AMERICAN INTERIORS	302 S. BYRNE ROAD	TOLEDO	OH	43615	Spring Johnson	sjohnson@amininteriors.com	419-535-1808	419-535-1899
AMERICAN OFFICE - MD	309 NORTH CALVERT STREET	BALTIMORE	MD	21202		apetrica@americanoffice.com	410-539-7529	410-837-4952
AOI CORPORATION	8801 SOUTH 137TH CIRCLE	OMAHA	NE	68138		dreesee@aioicorp.com; customercare@aioicorp.com	402-896-5520	402-896-9445
APG OFFICE FURNISHINGS	12075 NORTHWEST BLVD	CINCINNATI	OH	45246		etaylor@apgof.com	513-621-3721	513-346-2660
APG OFFICE FURNISHINGS - OH	12075 NORTHWEST BLVD	CINNINATI	OH	45246		AP@APGOF.COM	513-621-9111	513-621-3721
APPLIED ERGONOMICS	AKA JKM DESIGNS, INC.	LINCOLNWOOD	IL	60713		MEBERVEIN@APPLIEDERGONOMICS.COM	847-679-5148	
ARENSON OFFICE	115 BROADWAY	NEW YORK	NY	10010	Rosmary Farrel	rfarrell@aof.com	212-991-4136	
ARMSTRONG OFFICE CONCEPTS	1500 NORTH INTERSTATE 35E, STE 114	CARROLLTON	TX	75006		theresas@armstrongofficeconcepts.com	469-568-6648	469-568-6650
ASSOCIATES PURCHASING	AKA FELTON BUCKLEY FINANCIAL	LOS ANGELES	CA	90014		bboattle@associatespurchasing.com	310-286-1800	310-286-1511
AUBURN UNIVERSITY	FACILITIES DIVISION	AUBURN UNIVERSITY	AL	36849			334-844-7771	334-844-4306
AXIOS OFFICE SOLUTIONS INC.	9960 W. 191ST ST. STE N	MOKENA	IA	60448		DFRAZIER@AXIOSOFFICE.COM	708-479-6655	
B-AG CONTRACT	aka BEAUX-ARTS INSTALLATION GROUP, INC.,	TAMPA	FL	33634		dmorter@bagcontract.com	813-880-9686	913-889-8757
BAKER STREET OFFICE FURNISHINGS CORP.	PO BOX 10042	FORT WAYNE	IN	46850		kelli@bakerstreetof.com	260-424-8112	260-424-7630
BANK BUILDING CORPORATION	15450 SOUTH OUTER FORTY DRIVE	CHESTERFIELD	MO	63017		DSchoen@newground.com	636.898.8100	636.898.8111
BAREFIELD & COMPANY	251 W SOUTH STREET	Jackson	MS	39203		BBrown@barefield-co.co	(601) 354-4960	
BARTH ASSOCIATES	2701 TARPLEY PLACE NW	KENNESAW	GA	30152		COGAN01@AOL.COM	770-427-6019	770-499-7699
BAYNE FURNITURE MFG	415 HARRIS CREEK TRAIL, SW	CLEVELAND	TN	37311			423-478-2672	
BEE CAVE CONTRACT, LLC	DBA OFFICE FURNITURE NOW	AUSTIN	TX	78745	TIFFANY A/P	tiffany@officefurniturenow.com	512-448-3769	512-444-2606
BELL YORKTOWN	333 ADAMS ST	BEDFORD HILLS	NY	10507	Jeremy Mills	jeremy.mills@bellofficefurniture.com	914-242-7474	
BENHAR OFFICE INTERIORS	148 W 37TH ST	NEW YORK	NY	10018	Juliana Rath	jrath@benharoffice.com	646-884-5263	
BFI-LI	253-16 NORTHERN BLVD	LITTLE NECK	NY	11362	Sharon Portnoy	sportnoy@bfffurniture.com	908-355-3400	
BGW ARCHITECTS II PC	2909 WASHINGTON BLVD	OGDEN	UT	84401			801-621-4781	801-622-8142
BIL OFFICE FURNITURE	6165 METROPOLITAN AVE	FLUSHING	NY	11379	Stan Potash	stanley@bilofficefurniture.com	718-417-0500	
BKM OFFICEWORKS	9201 SPECTRUM CENTER BLVD, SUITE 100	SAN DIEGO	CA	92123			858-569-4700	858-277-8931
BLUEPOINTE LLC	% RAY VAUGHN	OLTEWAH	TN	37363	PRE PAY	JudyVaughn@blue-pointe.com	423-648-7018	423-648-7020
BURGESS AND COMPANY	2401 2ND AVE NORTH	BIRMINGHAM	AL	35203		customerservice@burgessinteriors.com	205-870-7853	205-731-2113
BURRIS, INC.	113 S. ARKANSAS	RUSSELLVILLE	AR	72801		accounting@burrisc.com	479-968-4888	479-968-4937
BUSINESS ENVIRONMENTS	7 ENTIN ROAD SUITE 201	PARSIPPANY	NY	07054		jjgardner@befurniture.com	973-335-7725	973-335-7710
BUSINESS FURNISHINGS	4102 MEGHAN BEELER COURT	SOUTH BEND	IN	46628		krodgers@business-furnishings.net	574-243-3255	574-243-3266
BUSINESS FURNITURE INC.	237 W. 35TH STREET	NEW YORK	NY	10004	Keith Kreindler	kkreindler@bffurniture.com	646-825-6265	908-282-5167
BUSINESS FURNITURE LLC	6102 VICTORY WAY	INDIANAPOLIS	IN	46278		ap@businessfurniture.net	(317) 216-1600	317-216-1454
BUSINESS FURNITURE WAREHOUSE	706 19TH AVE. N.	NASHVILLE	TN	37203		millie@bfwnashville.com	615-227-6868	615-227-6867
BUSINESS INTERIORS BY STAPLES	PO BOX 102422	COLUMBIA	SC	29224	EMAIL INVOICES	vendorcustomerserv@staples.com ; BISAP@Staples.co	877-695-6401	816-504-2530
BUSINESS INTERIORS NORTHWEST, INC.	1707 DOCK STREET	TACOMA	WA	98402		ALEGGETT@BINW.COM	253-592-6000	253-592-6001
BUSINESS INTERIORS, INC #238	146 MARKET RIDGE DRIVE	RIDGELAND	MS	39157	Carolyn Thrasher	carolynthrasher@bijackson.com	601-969-1000	601-969-5559
CANFIELD BUSINESS INTERIOR CO	402 WEST 9TH STREET	SIOUX FALLS	SD	57104	Megan Dahle	invoice@canfieldco.com	605-339-1411	605-339-2778
CAPITOL BUSINESS INTERIORS	711 INDIANA AVENUE	CHARLESTON	WV	25302		bjones@ntelos.net	304-343-7551	304-346-3350

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Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
CARLYN AND COMPANY	746 WALKER RD., STE 22	GREAT FALLS	VA	22066		MRICHARDS@CARLYNCO.COM	703-759-0155	703-759-0195
CAROLINA BUSINESS INTERIORS-CHARLOTTE	4020 YANCEY RD	CHARLOTTE	NC	28217		sally.lawrence@cbi-nc.com	704-562-0009	
CBI NC	4200 YANCEY RD	CHARLOTTE	NC	28217	Clint Barlow	Clint.barlow@cbi-nc.com	704-527-9361	
CBI SC	205 EAST BROAD ST.	ST. GREENVILLE	SC	29601	Alison Hollstegge	Alison.hollstegge@cbi-sc.com	864-478-1234	
CCWC USA,LLC	7310 STANDIFER GAP RD.	CHATTANOOGA	TN	37421			(478) 765-1506	
CF RUTHERFORD & ASSOCIATES	75 MAIDEN LANE SUITE 907	NEW YORK	NY	10038	Marianne Milanow	marianne@cfrutherford.com	212-732-6330	212-587-8491
CHARLESTON IMAGING PRODUCTS, INC.	1315 ASHLEY RIVER ROAD	CHARLESTON	SC	29407		holly@charlestonimaging.com	843-769-7774	843-769-4225
CHESAPEAKE OFFICE SUPPLY	1429 B CROSSWAYS BLVD	CHESAPEAKE	VA	23320			(757) 424-7337	
CHESTNUT TOWER	121 W. CHESTNUT STREET	CHICAGO	IL	60610		MPerkins@zrsmangement.com	312-335-3331	
CHOCTAW OFFICE SUPPLY, LLC	PO BOX 6276	CHOCTAW	MS	39350		CHOCTAWOFFICESUPPLY@YAHOO.COM	601-656-4521	
CI SELECT	A CORPORATE INTERIORS COMPANY	ST. LOUIS	MO	63146		ndietrich@ciselect.com	314-909-1990	314-909-1911
CITRON WORKSPACES	2051 DOGWOOD STREET STE 120	LOUISVILLE	CO	80027	EMAIL INVOICES	sarayancy@citronworkspaces.com	(303) 665-7676	303.665.7697
CJ ASSOCIATES INC	169156 W. VICTOR ROAD	NEW BERLIN	WI	53151	EMAIL INVOICES	MWILD@CJASSOCIATESINC.COM	262-786-1772	
CKS INTERIORS	4000 MYSTIC VALLEY PKWY	MEDFORD	MA	02155		cks4@comcast.net	781-395-4131	781-395-2858
CLAIR DAVID INTERIORS LTD.	AKA OFFICE FURNITURE USA	TOLEDO	OH	43617		sharonsimons@clairdavid.com	419-843-2300	419-843-2323
CLINE DESIGN ASSOCIATES, PA	125 N. HARRINGTON ST.	RALEIGH	NC	27603		KATHYR@CLINEDESIGNASSOC.COM	919-833-6413	
COAKLEY BROTHERS	DBA BROTHERS BUSINESS INTERIORS	MILWAUKEE	WI	53204		jkopaczewski@coakleybrothers.com	414-278-7060	414-278-8830
Color-Art Integrated Interiors	1325 N. Warson	St. Louis	MO	63132			314-432-3000	
COMMERCIAL DESIGN SERVICES	5905 BARRY ROAD	TAMPA	FL	33634		aedwards@cdstampa.com	(813) 886-0580	
COMMERCIAL FURNISHINGS	598 THIRD STREET	MACON	GA	31201		BRUCE@COMMERCIAL-FURNISHINGS.COM	478-765-1515	478-765-1506
COMMERCIAL FURNITURE INTERIORS, INC.	1154 ROUTE 22	MOUNTAINSIDE	NJ	07092	Michael Blau	INVOICES@CFIOFFICE.COM; mblau@cfioffice.com	908-664-3301	908-654-8436
COMMERCIAL FURNITURE SERVICES	4301 HIGHWAY 7	ST LOUIS PARK	MN	55416		ap@cfsmn.com	952-922-6683	952-922-4025
COMMERCIAL OFFICE ENVIRONMENTS	7301 ZIONSVILLE ROAD	INDIANAPOLIS	IN	46288		invoices@coeindy.com	317-876-9200	317-871-5572
COMMUNITY MEMORIAL HEALTHCARE	125 BUENA VISTA CIRCLE	SOUTH HILL	VA	23970		Teresa.Edmonds@cmh-sh.org	434-447-3151	434-774-2422
COMMUNITY PARK	2033 S 4TH ST	LOUISVILLE	KY	40208			502-854-9011	502-854-8217
COMPASS COLLECTIVE	165 OTTLEY DRIVE	ATLANTA	GA	30324		rob@compasscollective.com	404.875.6543	404.875.7917
CONTEMPORARY GALLERIES	P.O. BOX 2829	CHARLESTON	WV	25301		ORDERS@CGWV.COM	304-344-1231	304-334-1262
CONTINENTAL OFFICE ENVIRONMENTS	2601 SILVER DRIVE	COLUMBUS	OH	43211	Angela Green	accountspayable@continentaloffice.com	614-262-5010	614-262-1874
CONTINENTAL OFFICE ENVIRONMENTS..	21 N. ERIE ST	TOLEDO	OH	43604		accountspayable@continentaloffice.com	419-242-7300	
CONTRACT ASSOCIATES, INC.	31 MIDDLESEX DRIVE	SAINT LOUIS	MO	63144	REP GROUP	noyesgroup@msn.com	314-567-9214	314-567-3467
CONTRACT BUSINESS INTERIORS	AKA CAROLINA BUSINESS INTERIORS	KNOXVILLE	TN	37902		SALLY.LAWRENCE@CBI-TN.COM	865-321-4900	
CONTRACT FURNISHINGS INC.	3129 MAIN STREET	KANSAS CITY	MO	64111		hamilton@contractfurnishings.com	816-931-0900	816-931-6818
CONTRACT FURNISHINGS INC. - CO	3115 E. 40TH AVE.	DENVER	CO	80205		IVESG@CONTRACTDENVER.COM	720-956-1515	720-956-1414
CONTRACT FURNITURE ALLIANCE TN	10445 COGDILL ROAD	KNOXVILLE	TN	37932		stephanieb@contractfurniturealliance.com	615-793-7927	615-793-7964
CONTRACT OFFICE GROUP, INC.	1731 TECHNOLOGY DR. STE. 100	SAN JOSE	CA	95110		gaspard@cog.com	408-213-1790	408-392-0933
CONTRACT SOURCE INC.	1440 ROCKSIDE ROAD, STE 216	CLEVELAND	OH	44134		croline@contractsource.com	216-351-7575	216-741-4272
CORPORATE DESIGN GROUP INC	2150 DOUGLAS BLVD, SUITE 225	ROSEVILLE	CA	95661	Christi Cleveland	ccleveland@corporatedesigngroup.com	916-781-6543	916-780-2450
CORPORATE DESIGN INTERIORS	1522 PEARL STREET	WAUKESHA	WI	53186		jlewis@corporatedesigninteriors.com	262-521-1010	262-521-1276
CORPORATE ENVIRONMENTS-PA	AKA ONE POINT, INC.	BETHLEHEM	PA	18018		ecamac@ceg-pa.com	610-974-7990	610-974-7994
CORPORATE FURNITURE SYSTEMS LL	1391 BLUE HILLS AVENUE	BLOOMFIELD	CT	06002		dprovencher@cs@aol.com	(860) 242-2811	
CORPORATE INTERIORS-FL	12115 28TH STREET N.	ST. PETERSBURG	FL	33716			727-539-7544	727-539-1262
CORPORATE INTERIORS, INC - FL	12115 28TH NORTH STREET	ST. PETERSBURG	FL	33716		lmullen@corporateinteriorsinc.com	800-500-6624	
CORPORATE OFFICE INTERIORS	1432 EDINGER AVENUE, SUITE 220	TUSTIN	CA	92780		lynn@cooffice.com	714-427-4001	714-966-9767
COS BUSINESS PROD. & INTERIORS	PO BOX 5188	CHATTANOOGA	TN	37406	email invoicers	cos-accounting@cosonline.com	(423) 624-0015	
CRAWFORD OFFICE SUPPLY	PO BOX 2702	ANNISTON	AL	36207		mspivey@crawfordofficesupply.com	(256) 237-3310	256-237-2994
CREATIVE BUSINESS INTERIORS	1535 SOUTH 101ST STREET	MILWAUKEE	WI	53214		JOE.WILCOX@CREATIVEBUSINESSINTERIORS.COM	414-545-8500	
CREATIVE LIBRARY CONCEPTS	PO BOX 477	COLTS NECK	NJ	07722	Brad Kingsburg	brad@creativeiblibraryconcepts.com	908-276-9200	908-276-9217
CREATIVE OFFICE ENVIRONMENTS of RICHMOND	11798 N. LAKERIDGE PKWY	ASHLAND	VA	23005		COE_AP@CREATIVE-VA.COM	804-329-0400	804-321-3134
CREATIVE OFFICE PAVILLION*	1 DESIGN CENTER PLACE	BOSTON	MA	02210		AHURD@COP-INC.COM	617.956.4100	617.426.6541
CREST OFFICE FURNITURE	2840 N. LIMA ST.	BURBANK	CA	91504		LUCY@CRESTOFFICE.COM	818-333-3160	818-333-3171
CRG - CONTRACT RESOURCE GROUP	7108 OLD KATY ROAD	HOUSTON	TX	77024		smithjaned@crloffice.com	713-803-0100	713-803-0138
CSW CAROLE S. WALLER, A.S.I.D.	PRO SPORTS CLUB	BELLEVUE	WA	98007		cwaller@proclub.com	208-660-4471	
CULVER-NEWLIN INC	dba Lamberson Industries, Inc	CORONA	CA	92879		alans@mcmahandesk.com	949.597.0123	949.885.9577

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Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
CWC FURNITURE	4343 NORTHEAST EXPRESSWAY	ATLANTA	GA	30340	Oren Stadium	oren.stadium@c-w-c.com	770-493-8200	770-491-6374 FAX
DALVEY BUSINESS INTERIORS	5173 S. EASTERN AVENUE	LAS VEGAS	NV	89119		cheryl@dalveydesign.com	702-740-4000	702-740-4418
DBI BUSINESS INTERIORS	912 E. MICHIGAN AVENUE	LANSING	MI	48912	FAX INVOICES	pat.patton@dbiyes.com	517-485-3200	517-485-3202
DEKALB OFFICE ENVIRONMENTS	1320 RIDGELAND PARKWAY	ALPHARETTA	GA	30004	EMAIL INVOICES	ap@dekalboffice.com	770-360-0200	770-360-0305
DEL GAVIO GROUP	1600 CANADA LANE	WOODSIDE	CA	94062		mark@delgaviogroup.com	650-529-2002	650-529-2018
DELVE INTERIORS	7820 THORNDIKE ROAD	GREENSBORO	NC	27409		tspencer@delveinteriors.com	919-829-1987	919-821-0462
DENA BRODY INTERIORS	4315 BREAKWOOD	HOUSTON	TX	77096		dbrody@denabrodyinteriors.com	713-721-0577	713-721-1277
DESIGN MANAGEMENT GROUP	1801 ROBERT FULTON DR	RESTON	VA	20191		evie@dmg-llc.com	703-537-8600	703-537-8611
DESIGNER SERVICES INC	3025 CHASTAIN MEADOWS PKWY, STE 200	MARIETTA	GA	30066		ecake@designerinteriors.com	(770) 429-3200	770-429-3201
DEW-EI CORPORATION	10841 PAW PAW DRIVE	HOLLAND	MI	49424		KTHOMAS@DEW-EL.COM	616-396-6554	616-396-6669
DIRECT SUPPLY	6767 N. INDUSTRIAL ROAD	MIKWAUKEE	WI	53223		accountspayable@directs.com	414-359-2805	414-359-6830
DIVERSIFIED RESOURCE GROUP	6410 ATLANTIC BLVD	NORCROSS	GA	30071		CHRIS@DRGATLANTA.COM	678-282-0760	678-282-0761
DK WORKSPACES	8100 THREE CHOPT ROAD	RICHMOND	VA	23229		mroddgers@dkworkspaces.com	804-673-3144	804-673-3149
EAGLE FURNITURE CO	122 WEST FRONT STREET	PERRYSBURG	OH	43551		bill@seiboldbaker.com	419-874-6032	419-874-9577
EFS	536 NORTH TROOPER ROAD	NORRISTOWN	PA	19403		elizabeth@efs-llc.com	610-630-3995	610-630-3915
EKO INC	145 Rymer Rd.	CLEVELAND	TN	37323		sales@ekocontract.com	1.866.814.8356	1.615.676.4861
EMPIRE OFFICE	105 MADISON AVE	NEW YORK	NY	10016	Ervin C. Roberson	eroberson@empireoffice.com	212-607-5677	
EMPIRE OFFICE OMC	10 BUIST ROAD	MILFORD	PA	18337	Megan Sykes	msykes@empireoffice.com	212.607.5500	347.649.9153
ENVIRONMENTS - OR	AKA CORPORATE ENVIRONMENTS-OR	PORTLAND	OR	97214		DAVIDR@ENVIRONMENTSNW.COM	503-236-3600	503-236-1300
ENVISION PLANNING, LLC	2619 W. 11TH STREET ROAD, STE 12	GREELEY	CO	80634		hpenfold@envisionplanning.com	970-330-1767	
ERNIE MORRIS ENTERPRISE	PO BOX 818	BUSHNELL	FL	33513		mrettig@emiemorris.com	352-793-5745	352-793-2778
EVENSONBEST	641 AVE OF THE AMERICAS	NEW YORK	NY	10011	Bill Scheidemann	bscheidemann@evensonbest.com	212-549-8105	
EVO BUSINESS ENVIRONMENTS, INC.	PO BOX 1370	LITTLE ROCK	AR	72203		CASEY@EVOARKANSAS.COM	501-244-9696	
EXCEPTIONAL HOME CENTER, THE	4500 NORTH 10TH STREET	MCALLEN	TX	78504	MARK	excintdesign@aol.com	956-686-7080	956-686-7839
FACILITEC INC	11550 PAGE SERVICE DRIVE	SAINT LOUIS	MO	63146		cbueltmann@facilitec-stl.com	314-428-4900	314-423-4114
FACILITY MATRIX GROUP INC	555 FRIENDLY STREET	PONTIAC	MI	48341		accounts.payable@facilitymatrix.com	248-334-8000	248-334-1707
FBS CORPORATE SOLUTIONS	AKA F&S SUPPLY AND FURNITURE LLC	FINDLAY	OH	45840		accountspayable@friendsoffice.com	419-427-1704	
FCI FURNITURE CONSULTANTS	55TH FLOOR ONE PENN PLAZA	NEW YORK	NY	10119	Randi Sekuler	randi.sekuler@e-fci.com	(212) 229-4500	
FedEx Freight Inc - Freight Claims		Hamoson	AR	72601				
FINELINE FURNITURE	AKA FINELINE LAMINATES, INC.	INDIANAPOLIS	IN	46268		finelinefurn@hotmail.com	317-802-2200	317-802-2210
FLORIDA BUSINESS INTERIORS	AKA KB BUSINESS ENTERPRISE, INC.	TAMPA	FL	33605		AP@FBITAMPA.COM	813-549-7310	813-247-1305
FOCUS2DESIGN, LLC	9123 ROUTE 108, SUITE 104W	COLUMBIA	MD	21045		terry@focus2design.com	443-367-3572	443-367-3574
FORRER BUSINESS INTERIORS, INC.	555 W.ESTABROOK BLVD	MILWAUKEE	WI	53212		a/p@forreinteriors.com	414-906-3200	414-906-3299
FORWARD SPACE	1142 N. NORTH BRANCH ST.	CHICAGO	IL	60642		KSCOFIELD@FORWARDSPACE.COM	312-942-1100	312-274-5582
FRANKLIN INTERIORS	2740 SMALLMAN STREET	PITTSBURGH	PA	15222		ap@franklininteriors.com	412-261-2525	412-255-4089
FULL CIRCLE	648 MONROE MW, STE 500	GRAND RAPIDS	MI	49503		RICK@THINKFULLCIRCLE.COM	616-31-3400	
FURNITURE MARKETING GROUP	6100 W. PLANO PARKWAY, STE 1400	PLANO	TX	75093		tonio@fmgi.com	214-556-4700	214-556-4800
FUSCH COMMERCIAL INTERIOR & DESIGN	6415 S. TENAYA WAY, STE 145	LAS VEGAS	NV	89113		tfusch@theproducerslv.com	702-202-4227	702-202-1237
GENERAL OFFICE PRODUCTS COMPANY	4521 HIGHWAY SEVEN	MINNEAPOLIS	MN	55416-4098		jjordan@gopoco.com	952-925-7500	952-925-7531
GEORGIA BUSINESS SYSTEMS	PO BOX 921953	NORCROSS	GA	30010		MIKE@GAUBYS.COM	770-343-8640	770-486-0839
GREAT LAKES INTERIOR + DESIGN	AKA GLID LLC	LANSING	MI	48917		cwhelan@greatlakesinteriors.com	517-204-6909	
Gregory Grier	2326 Distribution Street	Charlotte	NC	28203		cmontgomery@gregorygrier.com	(704) 375-3375	
HAMES BRACKMAN DESIGN	120 E. DE LA GUERRA STREET	SANTA BARBARA	CA	93106		hbdesign@cox.net	805-564-4280	
HAMPTON INN COLLEGE PARK	AKA COLLEGE PARK INVESTORS GROUP	COLUMBIA	MD	21046		jessica@starglobalventures.com	410-953-6161	410-953-0010
HAPPY'S OF MADISONVILLE (C)	62 SOUTH MAIN STREET	MADISONVILLE	KY	22431		ronnie@happys.com	270-821-6300	270-821-7801
HARBOR INTERIORS, THE	137 NATIONAL PLAZA, SUITE 308	NATIONAL HARBOR	MD	20745		combs.cecilie@theharborinteriors.com	240-696-7880	
HENRICKSEN	1070 W. ARDMORE AVE	ITASCA	IL	60143		C.Vahling@Henricksen.com	630-250-9090	630-250-9112
HOLIDAY INN & SUITES DULUTH, MN	AKA JMM LIMITED PARTNERSHIP	DULUTH	MN	55802		nancy.kloster@lionhotelgroup.com	218-727-7765	
HOLMES & BRAKEL INTERNATIONAL	3901 COCONUT PALM DR., STE 102	TAMPA	FL	33619		mrvizcaino@holmesbrakel.com	813-299-8869	813-229-2699
HOM FURNITURE	10301 WOODCREST DRIVE NW	COON RAPIDS	MN	55433		MROlson@HOMFurniture.com	763-767-3600	
HOSPITALITY CONTRACT SERVICES	PO BOX 998	CORDOVA	TN	38018		lisa@hcsmemphis.com	(901) 753-3640	901-753-3645
HUDSON OFFICE SOLUTIONS, INC.	PO BOX 482	WASHINGTON	IN	47501		ACCOUNTING@HOSOL.COM	812-254-0495	812-254-0590
IDEAL OFFICE SOURCE	525 LEY ROAD	FORT WAYNE	IN	46825		TOM@IDEALOFFICESOURCE.COM	(260) 482-9674	

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Customer Contact List
March 5, 2015

Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
iDESIGN	AKA INTERNATIONAL ARTS, INC	NORCROSS	GA	30071		bmartin@iartz.com	770-447-9308	770-447-9368
IDS	1320 RIDGELAND PARKWAY	ALPHARETTA	GA	30004		ap@dekalboffice.com	615-376-1200	615-376-1245
IMAGE OFFICE ENVIRONMENTS LLC	1154 ROUTE 22	MOUNTAINSIDE	NY	07092	Patricia Patricco	tpatricco@image-office.com	908-301-0074	908-654-8436
INDOFF INCORPORATED	P.O. BOX 48900	ST LOUIS	MO	63146-4206		apinvoices@indoff.com	(314) 997-1122	256-746-1599
INNER DESIGN PURCHASING	7103 BAKERS BRIDGE ROAD	BRENTWOOD	TN	37027		azusin@innerdesignstudio.com	615-321-0696	
INNERPLAN		NORTH LITTLE ROCK	AR	72113		dknutson@innerplan.com	501.371.0300	501.372.3838
INNERSPACE.	PO BOX 1911	BIRMINGHAM	AL	35201		BMORELAND@INNERSPACE.COM	205-323-2491	
INNOVATIVE BUSINESS FURNITURE	3837 ELM SPRINGS ROAD	SPRINGDALE	AR	72762		ibf@ibfwa.com	(479) 872-2100	479-872-2101
INSTITUTIONAL INTERIORS, INC.	2851 VAN HURON DR., STE. 100	RALEIGH	NC	27615		SALES@INSTITUTIONALINTERIORS.COM	919-981-5811	919-981-899
INTERCOASTAL GROUP OF COMPANIES	ATTN: ALEC FRANK	LOS ANGELES	CA	90025		afrank@intercoastalgroup.com	310.277.0057	
INTERIOR ELEMENTS	800 WEST HILL ST	CHARLOTTE	NC	28208	Kyra Blackmon	Kyra.blackmon@in-elements.com	704-817-1107	
INTERIOR ENVIRONMENTS	AKA BALCO INTERIORS	NOVI	MI	48374		tdaniels@ieoffices.com	248-213-3010	248-213-3011
INTERIOR INVESTMENTS - MO	9 SUNNEN DRIVE, STE 100	ST. LOUIS	MO	63143		TSPIES@INTERIORINVESTMENTS.COM	314-300-5900	314-644-6007
INTERIOR OFFICE CONCEPTS, INC.	2009 COMMERCE DR	MEDFORD	OR	97504		accounting@interiorofficeconcepts.com	541-776-4043	541-776-3812
INTERIORS FOR BUSINESS - OK	AKA RUST INTERIORS FOR BUSINESS	OKLAHOMA CITY	OK	73103		koltlen@ibtulsa.com	(405) 235-3375	
INTERSTATE OFFICE PRODUCTS	PO BOX 908	SIOUX FALLS	SD	57101-0908		lpederson@i-o-p.com	605-339-0300	605-339-1989
IOS-INTERIOR OFFICE SOLUTIONS	17800 MITCHELL NORTH	IRVINE	CA	92614		kolson@iosinc.net	949-724-9444	949-724-9449
ISCG	612 N. MAIN STREET	ROYAL OAKS	MI	48067		KCornell@iscginc.com	248-339-1600	248-339-1601
IVAN ALLEN	1000 MARIETTA	ATLANTA	GA	30318		patrick.myers@ivanallen.com	(404) 760-8700	404-760-8673
J. TYLER	5920 MILWEE	HOUSTON	TX	77092		trawee@jtyler.com	713-468-2166	713-468-2480
J.C. WHITE QUALITY OFFICE FURN	3501 COMMERCE PARKWAY	MIRAMAR	FL	33025	Patty Mannelino	patty.mannelino@jwhite.com	605-339-0300	605-339-1989
JIM KEARNEY ASSOCIATES	12530 HOLMES POINT DR. NE	KIRKLAND	WA	98034		jimjka@comcast.net	206-390-5924	
JMJ WORKPLACE INTERIORS	7910 WEST BROAD STREET	RICHMOND	VA	23294		robin@jmjcorporation.com	804-270-7400	804-270-7333
JOHN A. MARSHALL COMPANY	10930 LACKMAN ROAD	LENEXA	KS	66219-1232		ap@jamarshall.com	913.599.4700	913.599.4838
JONES GROUP INTERIORS, INC.	701 S. BROADWAY STREET	AKRON	OH	44311		PDILL@JONESGROUPINTERIORS.COM	330-253-9180	330-253-2585
K4 INTERIORS, LLC	555 GEST STREET	CINCINNATI	OH	45203		SRIDGE@K4PLACES.COM	513-455-5000	
KB BUSINESS ENTERPRISE	DBA FLORIDA BUSINESS INTERIORS-TAMPA	TAMPA	FL	33605		AP@FBITAMPA.COM	813-549-7310	813-247-1305
KENTWOOD OFFICE FURNITURE	3063 BRETON ROAD	GRAND RAPIDS	MI	49512		donedema@kentwoodoffice.com	616-957-2320	616-957-2361
KEY INTERNATIONAL, INC.	315 MADISON AVENUE, STE 1801	NEW YORK	NY	10017		EMIKO@KEY-INTL.COM	212-661-2423	212-661-2910
LAFAYETTE CHAMBERLIN	7276 CRESTRIDGE ROAD	MEMPHIS	TN	38119		LAFAYET@BELLSOUTH.NET	901-826-8024	901-756-5596
LAHARPE INC.	P.O. BOX 3817	LITTLE ROCK	AR	72203		jgoodbar-laharpe@swbell.net	501-372-6684	501-372-3760
LANE OFFICE FURNITURE, INC.	256 WEST 38TH STREET	NEW YORK	NY	10018	Daniel Hickey	dh@laneoffice.com	212-204-9839	212-693-2124
LC INTERIOR DESIGN	516 BECK AVE.	CHATTONOOGA	TN	37405		LCHESNUTT@GMAIL.COM	865-771-0937	
LENCI COMMERCIAL INTERIORS	AKA HOME FASHION DESIGNS, INC.	EL DORADO HILLS	CA	95762		sherry@lencicommercialinteriors.com	916-939-7994	
LESLIE LEWIS & ASSOCIATES	AKA DETAILS & ASSOCIATES, LLC	JEFFERSONVILLE	IN	47130			812-282-6606	812-282-6640
LEWIS STEVENSON OFFICE SOLUTIONS	25 W 31ST ST #9	NEW YORK	NY	10001	Arthur Desin	arthur@lewisstevenson.com	212-279-8200	
LEWIS STEVENSON OFFICE SOLUTIONS	25 W 31ST STREET	NEW YORK	NY	10001	Chris Stevenson	cstevenson@lewisstevenson.com	856-275-3136	
LIBRARY DESIGN ASSOCIATES - OH	10046 BREWSTER LANE	POWELL	OH	43065		RICH@LIBRARYDESIGN.COM	614-923-4600	614-923-4601
LIBRARY DESIGN ASSOCIATES INC	1149 S. MAIN STREET	PLYMOUTH	MI	48170		christi@librarydesign.com	734-459-5000	734-459-6971
LIBRARY INTERIORS INC.	2801 DIVISION STREET	METAIRIE	LA	70002		design@libraryinteriors.com	504-885-4040	504-887-8832
LOGGIC HOSPITALITY	C/O HPG INTERNATIONAL	ATLANTA	GA	30309		JENNIFER.LOCKERMAN@HPGMAIL.COM	404-564-6515	404-564-6525
LOTH MBI - CINCINNATI	WORKPLACE FURNISHINGS	CINCINNATI	OH	45241		accountspayable@lothinc.com; dpike@lothinc.com	(513) 563-0048	
LOUER FACILITY PLANNING	1604 EASTPORT PLAZA DRIVE, STE 100	COLLINSVILLE	IL	62234		agrapperrhaus@louerplan.com	618-344-9610	618-344-9620
LSO	PO BOX 404322	ATLANTA	GA	30384	gladys acquire			
M&M OFFICE INTERIORS	W233 N2833 ROUNDY CIRCLE WEST	PEWAUKEE	WI	53072	EMAIL INVOICES	mblackbourn@mloffice.com	(262) 781-2600	
MAINLINE OFFICE SUPPLY	1893 MERRY HILL RANCH ROAD	SENATOBIA	MS	38668	Phyllis	mainlineoffice@comcast.net	662-562-8800	662-562-6677
MARTIN OFFICE SUPPLY, INC. - TX	822 WEST PEARL ST.	GRANDBURY	TX	76048		CMARTIN@MOSDIRECT.COM	817-573-2694	866-579-0213
MARTIN PUBLIC SEATING	DBA KAY-TWELVE.COM	SEVILLE	OH	44273		KSTOLLER@KAY-TWELVE.COM	614-678-7879	614-423-6750
MATLACK VAN EVERY DESIGN, INC	41 KITE HILL ROAD	SANTA CRUZ	CA	95060		amber@matlack-vaneverysdesign.com; desha@matlack-	831-429-5200	831-459-8101
MBI/MUNSON BUSINESS INTERIORS	2307 RIVER ROAD	LOUISVILLE	KY	40206		bella@mbifurniture.com	502-589-1236	502-589-1317
MCNERNEY & SON, INC.	6966 MCNERNEY ROAD	NORTHWOOD	OH	43619	Terri Cochran	tcochran@mcnerneyson.com; terri@seiboldbaker.com	419-666-0200	419-666-9500
MEADOWS OFFICE INTERIORS	885 3RD AVE	NEW YORK	NY	10022	Luke Kiefer	lukekiefer@meadowsoffice.com	(212) 741-0333	
MEGA OFFICE FURNITURE	THE SUPPLY ROOM COMPANIES INC	ASHLAND	VA	23005		LMOORE@TSRCINC.NET	(804) 412-1200	

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Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
MID-CITY OFFICE PRODUCTS	2124 HARLEM ROAD	LOVES PARK	IL	61111		JOSHBENNETT@TDS.NET	815-633-6789	815-633-3077
MIDWEST EDUCATIONAL FURNISHINGS, INC	702 N. MAPLE STREET	PROSPECT HEIGHTS	IL	60070			847-253-5070	
MILES TREASTER & ASSOCIATES	3480 INDUSTRIAL BOULEVARD	WEST SACRAMENTO	CA	95691		jly@mtaoffice.com	916-373-1800	916-373-1899
MILES/BARRY CONTRACT FURNITURE	111 NATAQUA AVENUE	PACIFICA	CA	94044		BNMILES@MILESBARRYFURNITURE.COM	415-519-7797	
MILLER'S OFFICE PRODUCTS	PO BOX1335	NEWINGTON	VA	22122		SGREEN@MILLERSOFFICE.COM	703-644-2200	703-644-2044
MISSCO CORPORATION	PO BOX 321400	FLOWOOD	MS	39232-1400	Velma Ewing	vewing@missco.com	(601) 987-8600	601-987-3038
MITSCH DESIGN, INC.	200 SOUTH RANGELINE ROAD	CARMEL	IN	46032		DZUCH@MITSCHDESIGN.COM	317-573-2222	888-521-1203
MODERN OFFICE INTERIORS	1354 W. RANDEL	COOPERSVILLE	MI	49404		mjkamps@allcom.net	616-997-8608	616-997-7263
MODULAR OFFICE ENVIRONMENTS	2903 NW 21ST AVENUE	OAKLAND PARK	FL	33311		SANDRA@MODULAR-FLORIDA.COM; tony@modular-f	954-735-7783	
MOE	MICHIGAN OFFICE ENVIRONMENTS	KALAMAZOO	MI	49007	Joanna McNeese	jmcneese@moe1.com	269-343-0630	269-343-0930
MOI	CORPORATE HEADQUARTERS	BALTIMORE	MD	21244	Angela Whilden	ap@mail.com	410.265.5600	410.265.5699
MOSER CORPORATION	P.O BOX 1984	ROGERS	AR	72757		moserap@mosercorporation.com	479-636-3481	479-636-3489
MOVER SERVICES, INC.	721 E. COMPTON BLVD	WEST RANCHO DOMINGUEZ	CA	90220		LAURIANNELLA@MSIATLAS.COM	310-868-5143	310-868-5157
NANCY TAYLOR LYNCH INTERIOR DESIGN, INC	5211 UNION ROAD	GASTONIA	NC	28056		ntlid@carolina.rr.com	704-864-1060	704-864-0456
NBS	2595 BELLINGHAM	TROY	MI	48083		AP@yourNBS.com	248.823.5400	248.823.5400
NFL OFFICEWORKS	2865 LOG CABIN DRIVE	SMYRNA	GA	30080		ACK@NFLINC.COM	(404) 872-7116	404-872-7044
nFUNdion design studio llc	a/k/a PAUL EVE BIGGERS, III	NASHVILLE	TN	37206		catwell@nfundiondesignstudio.com	615-850-5530	
NICKERSON CORPORATION	11 MOFFITT BLVD	BAY SHORE	NY	11706	Bruce Paci	bpaci@nickersoncorp.com	631-666-0200	631-666-2667
NORRIS DESIGN, LLC	751 FOXRIDGE LANE	CARYVILLE	TN	37714		lkeith@norrisdesignco.com	865-228-4352	
NORTHERN ILLINOIS UNIVERSITY	GENERAL ACCOUNTING	DEKALB	IL	60115		ACCOUNTINGOFFICE@NIU.EDU	815-753-1514	815-753-2007
NU-TECH FURNISHINGS	95A HOFFMAN LANE	ISLANDIA	NY	11749	Adam D' Onofrio	Adam@nu-techonline.com	631-923-0300	631-923-0300
OFFICE & ERGONOMIC SOLUTIONS	10134 SIXTH STREET, SUITE M	RANCHO CUCAMONGA	CA	91730		KRISTY@OESOFFICEFURNITURE.COM	909-646-9870	
OFFICE CONCEPTS	13820 WEST BUSINESS CENTER DRIVE	LAKE FOREST	IL	60045-1100		KStapleton@officeconcepts.com	847-573.8890	847-573.6891
OFFICE COORDINATORS, INC.	328 E.MAIN STREET	CHATTANOOGA	TN	37408		janicew@officecoordinators.com	(423) 756-4531	423-756-4761
OFFICE ENVIRONMENT COMPANY	1136 WEST MARKET STREET	LOUISVILLE	KY	40203		ap@oeoffice.com	502-585-5161	502-587-6817
OFFICE ENVIRONMENTS INC - AL	1827 1ST AVENUE NORTH	BIRMINGHAM	AL	35203		ACCOUNTING@OFFICEENVIRONMENTS.COM	205-433-8300	205-930-0386
OFFICE EQUIPMENT COMPANY/GULFP	PO BOX 160775	MOBILE	AL	36616		kdelaney@oecbi.com		kdelaney@oecbi.com
OFFICE EXPRESS U.P.	315 EAST LAKESHORE DRIVE	HOUGHTON	MI	49931		officemanager@officeexpressup.com	906.487.9752	906.487.9781
OFFICE FURNITURE & DESIGN CON	11866 METRO PARKWAY	FORT MYERS	FL	33912		vglanum@ofdc-inc.com	(239) 337-1212	
OFFICE FURNITURE CONCEPTS-TN	230 SPACE PARK SOUTH DRIVE	NASHVILLE	TN	37211		amy@ofcnashville.com	(615) 942-5084	615-833-1082
OFFICE FURNITURE CONNECTION	6201 S. LOOP E.	HOUSTON	TX	77087			713-644-8282	713-644-8383
OFFICE FURNITURE SOLUTIONS	2175 EAST WEST MAPLE	COMMERCE TOWNSHIP	MI	48390		shelley@ofsonline.com	248-668-0077	248-669-3976
OFFICE FURNITURE SOLUTIONS - FL	1751 W. Copans Rd., #9 & 10	Pompano Beach	FL	33064		lise@officesolutionsfl.com	954-973-7997	954-944-1963
OFFICE FURNITURE WAREHOUSE-PA	11660 KELEKET DR.	PITTSBURGH	PA	15235		PETER@MYOFFICEFURNITURE.COM	412-331-6711	
OFFICE FURNITURE WAREHOUSE - FL	2099 WEST ALTANTIC BLVD	POMPANO BEACH	FL	33069	Joe Lettera	Marisitzabal@ofwfl.com	954-968-4700	954-968-4897
OFFICE FURNITURE WAREHOUSE (OFW)	3108 EXPRESS DR S	ISLANDIA	NY	11749	Neil Weiss	nweiss@ofw.com	631-582-5388	
OFFICE INNOVATIONS	834 WILSON DR., SUITE C-2	RIDGELAND	MS	39157		carolyn@officeinnovationscorp.com	601.664.1850	601.664.1851
OFFICE INTERIORS & DESIGN	121 CHERRY HILL BLVD.	LINCOLN	NE	68510-2639	Vicky Kuhn	vicky.kuhn@oidinc.com	402-484-7500	402-484-7575
OFFICE INTERIORS INC	1415 UNIVERSITY DRIVE COURT	GRANGER	IN	46530	AMY	NHupp@oiplaces.com	574-277-3400	574-277-3344
OFFICE INTERIORS RESOURCE SOLUTIONS	1415 UNIVERSITY DRIVE COURT	GRANGER	IN	46530		NHupp@oiplaces.com	574.277.3400	574.277.3344
OFFICEMAX	1590 1ST AVENUE	OTTAWA	IL	61350		mail all invoices.	913.667.5342	913.667.5391
OFFICEPLAN	AKA BULLDOG OFFICE PRODUCTS	PITTSBURGH	PA	15205		SHIRLEY@GOOFFICEPLAN.COM	412-489-8154	412-489-8254
OFFICE RESOURCES NYC	501 BROADWAY	NEW YORK	NY	10036	Kevin Barbary	kevinbarbary@ori.com	212-704-9848	
OFFICES UNLIMITED	WORKPLACE FURNISHINGS	CAPE GIRARDEAU	MO	63703		SALLY@OFFICESUNLIMITED.COM	(573) 332-0202	573-332-0606
OFFICEWORKS	12000 EXIT FIVE PARKWAY	FISHERS	IN	46037-7940		driddle@officeworks.net	317-577-3510	317-577-3550
OFFICEWORKS LLC	318 NANCY LYNN LANE	KNOXVILLE	TN	37919		OFFICEWORKS@BELL SOUTH.NET; wanda@officewor	865-588-7280	865-588-4155
OFFICE WORX	687 OLD WILLETS PATH	HAUPPAUGE	NY	11788	Phyllis Chin	pchin@officeworx.com	631-470-4277	
OFS SOLUTIONS	251 WEST 39TH STREET	NEW YORK	NY	10018	Ari Klein	ari@ofssolutions.com	718-567-7400	
OHIO DESK	1122 PROSPECT AVENUE	CLEVELAND	OH	44115-1292		accounting@ohiodesk.com	216-623-0600	212-623-0111
OLD DOMINION FREIGHT LINE, INC	500 OLD DOMINION WAY	THOMASVILLE	NC	27360				
P.O.E.	PROFESSIONAL OFFICE ENVIRONMENTS, INC.	MARYLAND HEIGHTS	MO	63043		mdemarco@poe-inc.com	314.621.0606	314.621.0746
PBI	123 SWEETEN CREEK ROAD	ASHVILLE	NC	28803	Daren Pinkerton	invoices@pbiasheville.com; Darenp@pbiasheville.com	828-277-7001	828-277-7003
PERDUE OFFICE INTERIORS	5 W FORSYTH STREET	JACKSONVILLE	FL	32202		trace.turner@perdueoffice.com	(904) 737-5858	

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March 5, 2015

Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
PETTUS OFFICE PRODUCTS	2 FREEWAY DRIVE	LITTLE ROCK	AR	72204		kelleys@pettusop.com; vhemphill@pettusop.com; chris@ (501) 666-7226		
PHELANS	728 3RD AVENUE SE	CEDAR RAPIDS	IA	52401		kacheson@phelansinteriors.com	319-363-9634	319-362-2163
PHILLIPS OFFICE SOLUTIONS	aka PHILLIPS OFFICE PRODUCTS	HARRISBURG	PA	17106		accountspayable@buyphillips.com	717-944-0400	717-948-5248
PIGOTT, INC	3815 INGERSOLL AVENUE	DES MOINES	IA	50312		mktetner@pigottnet.com	515-279-8879	515-279-7338
PIVOT INTERIORS	2740 ZANKER ROAD #100	SAN JOSE	CA	95134		kmekata@pivotinteriors.com	408-432-5600	408-432-5601
PMC COMMERCIAL INTERIORS NC	3000 PERIMETER PARK DR.	MORRISVILLE	NC	27560	Yvette Coppedge	AP@PMCCOMMERCIALINTERIORS.COM; Yvette@pm	888-859-0888	443-403-2386
PMC COMMERCIAL INTERIORS SC	823 GERVAIS ST.	COLUMBIA	SC	29201	Yvette Coppedge	Yvette@pmccommercialinteriors.com	888-859-0888	
RCC INTERIORS LLC	724 SPRING CREEK CIRCLE	MENDOTA HEIGHTS	MN	55118		jcacia@rccinteriors.com	612-238-4989	612-375-0707
RCF GROUP	AKA RIVER CITY FURNITURE	WEST CHESTER	OH	45069		Lori.vesely@therctgroup.com	216-228-4700	216-228-7057
READY2GO OFFICE FURNITURE	8851 E. MICHIGAN STREET	INDIANAPOLIS	IA	46219		KRIS@READY2GOOFFICE.COM	317-694-7197	
RED THREAD SPACES LLC	22 BOSTON WHARF RD	BOSTON	MA	02210		apinvoices@red-thread.com	617-439-4900	
RESOURCE ONE	321 E ADAMS	SPRINGFIELD	IL	62701		jpillsbury@resourceoneoffice.com	(217) 753-5742	217-753-5748
RIGHTSIZE FACILITY PERFORMANCE OF IL	5000 W. ROOSEVELT RD	CHICAGO	IL	60644		ACCOUNTING@RIGHTSIZEFACILITY.COM	312-698-6960	
RIS-REAL INTEGRATED SYSTEMS INC.	69 EAST AVE.	NORWALK	CT	06851		SHEILA@RISMEDIA.COM	203-855-1234	203-283-9540
RJE BUSINESS INTERIORS, LLC	621 EAST OHIO STREET	INDIANAPOLIS	IN	46202	Casey Thomas	ctomas@rjefurn.com	317.293.4051	317.293.8513
ROGARDS OFFICE PLUS	AKA HH OFFICE INC.	CHAMPAIGN	IL	61824		SARAH@ROGARDS.COM	217-359-1795	217-356-1050
S&T OFFICE PRODUCTS, INC	1000 KRISTEN COURT	ST. PAUL	MN	55110-5105	EMIAL INVOICES	tutechl@stoffice.com; maryellen@mckreps.com	800.869.1073	651.483.0550
S. ROSE COMPANY	1213 PROSPECT AVENUE	CLEVELAND	OH	44115		sjaainski@srose.com	216-781-8200	216-781-8206
SAVANNAH STATE UNIVERSITY	PO BOX 20419	SAVANNAH	GA	31404		AWILLIAM@SAVANNAHSTATE.EDU	912-353-3045	912-353-5199
SAXTON, INC DESIGN GROUP	600 3RD STREET SE	CEDAR RAPIDS	IA	52401-2010		Lori-Hennessey@SaxtonInc.com	319-365-6967	319-365-2316
SCHROEDER SOLUTIONS	1920 SOUTH CALHOUN ROAD	NEW BERLIN	WI	53151		ibertrand@schroedersolutions.com	877-676-9346	262-786-9486
SCOTT RICE	224 E DOUGLAS STE 100	WICHITA	KS	67202-3420		KLow@Scott-Rice.com	316-269-2700	316-269-3527
SCOTT RICE OFFICE WORKS	14720 WEST 105TH STREET	LENEXA	KS	66215	API/EMAIL INVOICES	jinj@scottrice.com	913-888-6700	913-227-7703
SEAL FURNITURE & SYSTEMS INC	OF SAN DIEGO	SAN DIEGO	CA	92121		GINGERH@SEAL-FURNITURE.COM	858-450-9960	858-450-0356
SEATS AND STATIONS	10016 FOOTHILLS BLVD, SUITE 100	ROSEVILLE	CA	95747		Dennie@SeatsAndStations.com	916-786-8005	916-783-8006
SEIBOLD BAKER	122 WEST FRONT STREET	PERRYSBURG	OH	43551	REP GROUP	terr@seiboldbakerc.com	419-874-1946	
SENATOR INTERNATIONAL INC.	1630 HOLLAND ROAD	MAUMEE	OH	43537	PAUL GOODALL	paulg@teal.co.uk	+(44)(0)1254 688233	
SHELTON TAYLOR AND ASSOCIATES	1210 WARSAW ROAD	ROSSELL	GA	30076		kleicht@shelontaylor.com	770-518-0507	770-518-0510
SHEPPARDS BUSINESS INTERIORS	725 SOUTH 72ND STREET	OMAHA	NE	68114	Stephanie/EMAIL INVOICES	invoices@sbi-omaha.com	402-393-8888	
SMARTER INTERIORS	2112 TOMLYNN STREET	RICHMOND	VA	23230		DWINECOFF@SMARTERINTERIORS.COM	804-358-7979	804-358-7980
SOURCEONE OFFICE PRODUCTS	9830 NORWALK BLVD, STE 130	SANTA FE SPRINGS	CA	90670		christine@sourceoneop.com	562-231-1180	562-236-9639
SPACE - MI	3142 VANTAGE POINT DRIVE	MIDLAND	MI	48642		jeffel@spaceinc.net	989.835.5151	989.835.5357
SPACES GROUP, LLC	9245 POPLAR AVENUE, SUITE 8 #147	GERMANTOWN	TN	38138		msmithers@spacesgrp.com	901-348-4600	901-348-1969
SPACES INC	14950 W. 86TH STREET	LENEXA	KS	66215		ACanaday@spacesinc.com	913-894-8900	913-894-8890
SPELLMAN BRADY & COMPANY	8251 MARYLAND AVENUE	ST. LOUIS	MO	63105	EMAIL INVOICES	tgibbons@spellmanbrady.com;	314-862-0070	314-862-0133
STEPHENS OFFICE SYSTEM	300 FOSTER AVE	CHARLOTTE	NC	28203	Brent Miller	Brentm@stephensoffice.com	704-525-4815	
STOREY KENWORTHY	d/b/a WORKSPACE, INC.	DES MOINES	IA	50314		jhiller@storeykenworthy.com	515-288-3243	515-288-0250
STORR OFFICE ENVIRONMENTS	10800 WORLD TRADE BLVD	RALEIGH	NC	27617		AP@STORR.COM	(919) 313-3700	919-313-3893
STRATEGIC WORKSPACES LLC	40 BROAD STREET	BOSTON	MA	02109		tracyj@strategicworkspaces.com	617-426-0777	617-426-0021
STUEBER PROCUREMENT, INC.	2115 STERLING CREEK PARKWAY	OVIDO	FL	32766		ADMIN@STUEBERPROCUREMENT.COM	407-977-1980	407-977-1981
SUDDATH OFFICE FURNITURE	AKA SUDDATH OFFICE SOLUTIONS	JACKSONVILLE	FL	32256		JDEJESUS@SUDDATH.COM	904-394-4652	
SUE GENTY INTERIOR DESIGN	12811 NE 126TH PLACE	KIRKLAND	WA	98034		SUE@SGDINC.COM	425-827-3438	
SUITE SPACES, LLC	15229 EDGEWOOD DRIVE	BAXTER	MN	56401	Kare Kirt	accounting@suitespaces.com	218.824.7878	218.824.7879
SULLIVAN'S OFFICE SUPPLY-MS	PO BOX 1007	STARKVILLE	MS	39760-1007		tlangston@sullivansoffice.com	662-323-8135	662-323-8181
SUPPLY SOURCE, INC.	4156 WEST 3RD STREET	WILLIAMSPORT	PA	17701		leslieg@supplysourceinc.com	570-327-1500	570-327-1244
SYNERGY BUSINESS ENVIRONMENTS	111 10th AVENUE SOUTH	NASHVILLE	TN	37203	Susan Garrison	AMcGee@synergybe.com	(615) 383-6799	
SYSTEM CENTER	1738 SILVA STREET	HONOLULU	HI	96819		tiffany@systemcenter.com	808-847-0911	808-848-2784
SYSTEM SOURCE	3161 MICHELSON DRIVE, STE 100	IRVINE	CA	92612		ACCOUNTSPAYABLE@SYSTEMSOURCE.COM	949-852-0920	949-852-0929
SYSTEM FURNITURE	125 SOUTH BROADWAY	DE PERE	WI	54115		ann.belke@systemfurniture.com	920-336-1510	920-336-4008
T & O ASSOCIATES FRL	460 GRAND BLVD	WESTBURY	NY	11590	Russ Rogers	russ@trifurniture.com	516-333-4400	
TAB OFFICE SYSTEMS	39 OLD ALEWIVE RD	KENNEBUNK	ME	04043		theresa@tabofficesystems.com	207-985-2274	
TARGET COMMERCIAL INTERIORS	81 SOUTH 9TH STREET SUITE 350	MINNEAPOLIS	MN	55402	EMAIL INVOICES	apdci@targetinteriors.com	612-343-5814	612-332-5733
TEAMMATES COMMERCIAL INTERIORS	320 SOUTH TELLER STREET	LAKEWOOD	CO	80226		diver@team-mates.com	303-639-5885	303-639-5888

5:02 PM
03/05/15

Trearc Brands Inc. DBA EKO
Customer Contact List
March 5, 2015

Customer	Street1	City	State	Zip	Contact	Email	Phone	Fax
TELCAR VDR	25 ANDREA RD	HOLBROOK	NY	11741	Paul Chiarelli	paul@thetelcargroup.com	631-563-9195	
TELCAR CERTIFIED LTD.	25 ANDREA ROAD	HOLBROOK	NY	11741	Diana Frerking	diana@thetelcargroup.com	631-956-7000	
TEMPLE SQUARE INTERIORS	641 WEST MARKET STREET	AKRON	OH	44303-1411		WGEONIS@SBCGLOBAL.NET	234.678.6257	330.762.1449
THE ATLANTIC GROUP	1156 6TH AVE	NEW YORK	NY	10036	Elisa Borgatti	ebogatti@atlanticgroupny.com	212-292-7136	
THE DEMO GROUP, LLC	2015 SILVER BELL ROAD, STE 190	EAGAN	MN	55122		DHARTY@THEDEMOGROUP.COM	651-366-6900	651-366-6901
THE NORMAN COMPANY	7600 BALL RD	FORT SMITH	AR	72908		karla@normancompany.com	(479) 424-1600	(479) 424-2471
THE OFIS	7110 OLD KATY ROAD	HOUSTON	TX	77024		Inemoto@theofis.com	713-629-5599	713-829-0436
THE OUTLET STORE	609 6TH STREET	CONWAY	AR	72032		theoutletstore@conwaycorp.net; chris@imgsouth.com	(501) 450-9001	(501) 450-9023
THE PRESTON PARTNERSHIP	115 PERIMETER CENTER PLACE, STE 950	ATLANTA	GA	30346		pykes@theprestonpartnership.com	770-396-7248	770-396-2945
THE SHERIDAN GROUP	2045 PONTIUS AVENUE	LOS ANGELES	CA	90025		JTORRES@SHERIDANINC.COM	310.575.0664	310.575.0681
THE UNIVERSITY OF CALIFORNIA-DAVIS	UC DAVIS SHARED SERVICE CENTER	DAVIS	CA	95618		SSCHELP@UCDAVIS.EDU	530-754-4772	
THE WELLS GROUP INC	d/b/a FURNITURE FOR BUSINESS	HOUSTON	TX	77043		amanda@furnitureforbusiness.com	(713) 464-5700	713-464-7175
THOMAS BROTHERS	320 W. WALNUT	SPRINGFIELD	MO	65806		tbrosplj@sbcglobal.net	417-865-2876	417-865-0810
TOM SEXTON & ASSOCIATES	65 CUMMINGS DR	WALTON	KY	41094		arlene.e@tomsextonfurniture.com	(859) 485-7065	
TRANSAMERICAN OFFICE FURNITURE, INC.	4001 MAIN STREET	PHILADELPHIA	PA	19127-2194			215-482-8550	215-483-3452
UNIVERSITY OF CALIFORNIA-SANTA BARBARA	ACCOUNTS PAYABLE DEPT.	SANTA BARBARA	CA	93106		INVOICESONLY@BFS.UCSB.EDU	805-883-4078	
UNIVERSITY OF MISSOURI - COLUMBIA	MU PROCUREMENT SERVICES	COLUMBIA	MO	65211-1700			573-882-3201	
UPRIGHT INTERIORS FOR BUSINESS LLC	1900 East Golf Rd. Suite 950	Schaumburg	IL	60173		Omoncau@UpRightInteriors.com	847-592-5895	
USA HOSPITALITY PURCHASING, LLC	5335 WISCONSIN AVENUE, STE 700	WASHINGTON	DC	20015		RCLARKIN@USA-MGT.COM	202-337-6000	202-318-1273
VRD CONTRACTING, INC.	25 ANDREA ROAD	HOLLBROOK	NY	11741	Diana Frerking	diana@vrdcontracting.com	631-956-7000	
WALDNER'S	215 LEXINGTON AVE #9	NEW YORK	NY	10016	Nancy Ferlito	nferlito@waldners.com	631-844-9350	
WALDNER'S BUSINESS ENVIRONMENTS	125 ROUTE 110	FARMINGDALE	NY	11735	Susan Kennedy	skennedy@waldners.com	631-844-9348	631-694-3503
WAYFAIR SUPPLY	4 COPLEY PLACE, 7TH FLOOR	BOSTON	MA	02116		JODAVIS@WAYFAIR.COM	617-502-7748	
WB MASON	53 W 23RD ST	NEW YORK	NY	10010	Mike Meehan	mike.meehan@wbmason.com	866-875-7997	
WB MASON CO INC	90 NICON COURT	LONG ISLAND	NY	11788	Mike Meehan	Mike.meehan@wbmason.com	631-766-9797	866-857-7997
WB WOOD NY, LLC	225 PARK AVE. SOUTH 2ND FLOOR	NEW YORK	NY	10003	Hank McAllen	hmcallen@wbwood.com	212-647-6215	212-206-9222
WEATHERALLS	215 COMMERCE STREET	TUPELO	MS	38804	Carolyn	terr@weatherallsinc.com	662-942-5282	662-944-2491
WEBB MARSTELLER	425 PEACHTREE HILLS AVENUE	ATLANTA	GA	30305		mary@webbmarsteller.com	404-365-8161	
WEEKS LERMAN	350 7TH AVE #601	NEW YORK	NY	10001	Curt Henderson		718-803-4844	
WESTERN CONTRACT FURNISHERS	OF SACRAMENTO, INC.	RANCHO CORDOVA	CA	95742		PITCLJEWESTERNCONTRACT.COM	916-6385-3338	
WESTERN CONTRACT INTERIORS	298 JACKSON STREET	SAN JOSE	CA	95112		robert@westemcontract.net	408-275-9600	408-971-3102
WESTERN KENTUCKY UNIVERSITY	PURCHASING DEPT	BOWLING GREEN	KY	42101-1099		orders@cgwv.com; Christie.cook@wku.edu	270-745-3056	270-745-6367
WORKING ENVIRONMENTS	325 BENTA TRACE	ATLANTA	GA	30328		OFFICEAID@AOL.COM	770-335-9211	
WORKING SPACES PACIFIC, INC.	330 120TH AVENUE NE, STE 205	BELLEVUE	WA	98005		JTORGESEN@WORKINGSPACES.COM	425-462-1966	425-462-7050
WORKPLACE ELEMENTS DBA ELEMENTS-CO	2501 BLAKE STREET	DENVER	CO	80205		ciovato@workplaceelements.com	303.799.0400	303.799.8621
WORKPLACE FURNITURE	6400 Shelby View Dr Ste 109	MEMPHIS	TN	38134		gjemser@wpfurn.com	901.729.6477	901.729.6486
WORKSCAPES-ORLANDO	1173 NORTH ORANGE AVE	ORLANDO	FL	32804		ap@workscapes.com	407-559-6770	407-559-6780
WORKSPACE CONSULTING GROUP	2777 SUMMER STREET, 2ND FLOOR	STANFORD	CT	06905		ANTHONY@WORKSPACECG.COM	203-548-0305	
WORKSPACE SOLUTIONS-IN	2208 PRODUCTION RD	FORT WAYNE	IN	46808		sboyan@workspacesolutions.com	260-422-8529	260-422-6815
WORKSPACE SOLUTIONS, INC.-TX	3660 THOUSAND OAKS, SUITE 220	SAN ANTONIO	TX	78247	EMAIL INVOICES	sylvia@tworkspacesolutions.com; kmorland@kcrepsou	210-366-4414	210-366-2470
WORKSQUARED-NOVI	48855 MAGELLAN DRIVE, SUITE 100	NOVI	MI	48377		mpeters@worksquared.com	248-624-2000	
WORKWELL PARTNERS	6 E 32ND ST	NEW YORK	NY	10016	Samantha Aloyo	saloyo@workwellpartners.com	(212) 251-0210	
WULBERN-KOVAL COMPANY INC	1111 MORRISON DRIVE	CHARLESTON	SC	29403		scullivan@wulbern-koval.com	(843) 577-7666	843-577-72
YOUNG OFFICE (2)	1280 RIDGE ROAD	GREENVILLE	SC	29607	Judy Martin	jmartin@youngos.com	(864) 281-9500	

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.

Trearc Brands Inc dba eko

Name of Organization

145 Rymer Road NE Cleveland TN 37323

Address, City, State and Zip of Organization

Dustin Jones / CEO

Name & Title of Submitting Official

Dustin Jones

Signature

Digitally signed by Dustin Jones
DN: cn=Dustin Jones, o=eko, ou,
email=djones@ekocontract.com, c=US
Date: 2018.03.08 10:18:39 -05'00'

03/08/2018

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known?</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply)</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p>value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Dustin Jones
Print Authorized Company Official’s Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: Dustin Jones
Digitally signed by Dustin Jones
DN: cn=Dustin Jones, o=eko, ou,
email=djones@ekocontract.com, c=US
Date: 2018.03.08 10:10:42 -05'00'

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

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

OFFERER: Trearc Brands Inc dba eko
(Name of Corporation)

I, Duff Jones certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Dustin Jones
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

CEO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

Duff Jones Digitally signed by Duff Jones
DN: cn=Duff Jones, o=Trearc Brands Inc dba eko,
ou=COO / Secretary, email=duff@ekocontract.com,
c=US
Date: 2018.03.24 09:54:21 -04'00'

SIGNATURE

3/08/2018
DATE

**Notice to Vendors Conflict of Interest
Disclosure Statements Texas Local
Government Code, Chapter 176 for Education Service Center and TIPS**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District if an employment or business relationship or family relationship exists between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176. Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

A vendor is required to file a completed Form CIQ if the vendor has a business relationship with ESC Region 8 and TIPS (TIPS) and:

1. has an employment or other business relationship with a Local Government Officer ("LGO") of TIPS or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

Form CIQ must be filed with the appropriate District records administrator:

1. Not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the District; or
 - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
 - (B) that the vendor has given one or more gifts described above; or
 - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

Local Government Officers (LGOs) of the Education Service Center Region 8 and TIPS as of September 01, 2016, include:

1. **Members of the Education Service Center Region 8 and TIPS Board of Trustees:** current list found at http://www.reg8.net/106311_2
2. **Executive Director:** Dr. David Fitts
3. **An employee of Education Service Center Region 8 and TIPS** who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. a list may be found at http://www.reg8.net/80336_2

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), upload the with your proposal.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes to #1, do you agree to comply with the following federal requirements?

(Check one)

YES or NO

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.

Company Name Trearc Brands Inc dba eko

Print name of authorized representative Dustin Jones

Signature of authorized representative Dustin Jones

Digitally signed by Dustin Jones
DN: cn=Dustin Jones, o=eko, ou, email=djones@ekocontract.com, c=US
Date: 2018.03.08 10:17:35 -05'00'

Date 3/08/2018

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 become law 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.

I, Dustin Jones as an authorized representative of

Trearc Brands Inc dba eko, a contractor/vendor
Insert Name of Company

engaged by

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

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.

Dustin Jones

Digitally signed by Dustin Jones
DN: cn=Dustin Jones, o=eko, ou,
email=djones@ekocontract.com, c=US
Date: 2018.03.08 10:21:25 -0500

Signature of Named Authorized Company Representative

3/08/2018

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS 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 Tex Gov't Code or other law(s), you **must** make 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT 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. 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.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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.

Dustin Jones CEO
Printed Name authorized company officer Title of authorized company officer

145 Rymer Road NE Cleveland TN 37323 866.814.8356
Address City State ZIP Phone

Signature **Dustin Jones** Digitally signed by Dustin Jones
DN: cn=Dustin Jones, o=eko, ou,
email=djones@ekocontract.com, c=US
Date: 2018.03.08 10:23:24 -0500 Date 3/08/2018

TERMS AND CONDITIONS

WARRANTY

EKO SEATING PRODUCTS ARE GUARANTEED TO BE FREE FROM DEFECTS IN DESIGN, MATERIAL, AND WORKMANSHIP, GIVEN NORMAL USE AND PROPER CARE, FOR 10 YEARS OF SINGLE-SHIFT SERVICE WITH THE EXCEPTIONS BELOW. THIS WARRANTY DOES NOT APPLY TO COMPONENTS NOT MANUFACTURED BY EKO INCLUDING TEXTILES, WHICH ARE SUBJECT TO THE SPECIFIC WARRANTIES OF THOSE MANUFACTURERS, IF ANY. TEXTILE (FABRIC, LEATHER, VINYL, OR ANY OTHER COVERING MATERIAL) SUPPLIERS DO NOT GUARANTEE THEIR PRODUCTS FOR DURABILITY AND COLOR FASTNESS, AND NOR DOES EKO. CASTERS, FOAM PADDING, MECHANICAL AND ELECTRICAL COMPONENTS HAVE A WARRANTY OF TWO YEARS FROM THE DATE OF PURCHASE. THE EKO WARRANTY DOES NOT APPLY TO COM SPECIFIED MATERIALS, DAMAGE CAUSED BY A CARRIER, OR VARIATION IN WOOD FINISHES DUE TO NATURAL WOOD COLOR VARIATION. EKO CANNOT BE HELD RESPONSIBLE FOR VARIATIONS IN FABRIC IN DYE LOTS FROM ORDER TO ORDER. ALL FABRIC IS CAREFULLY INSPECTED WHEN IT IS RECEIVED, BUT A DEGREE OF VARIATION IN COLOR SHOULD BE EXPECTED. REPAIR OR REPLACEMENT OF ANY DEFECT COVERED BY THE EKO WARRANTY WILL BE MADE AT NO CHARGE TO THE ORIGINAL PURCHASER DURING THE WARRANTY PERIOD. THIS WARRANTY POLICY DOES NOT APPLY TO DEFECTS RESULTING FROM NEGLIGENCE, MISUSE, ALTERATION, IMPROPER CLEANING, STAINS, OR ACCIDENTS. EKO'S JUDGMENT WILL BE FINAL IN ALL MATTERS CONCERNING THE CONDITION OF THE FURNITURE, THE CAUSE OR NATURE OF THE DEFECT, AND THE NECESSITY OR MANNER OF REPAIR. THIS WARRANTY APPLIES TO PRODUCTS SOLD TO THE ORIGINAL PURCHASERS ACQUIRING OUR PRODUCTS THROUGH AUTHORIZED DEALERS, DIRECTLY FROM EKO OR FROM OTHERS SPECIFICALLY AUTHORIZED TO SELL OUR PRODUCTS. SEATING PRODUCTS INTENDED FOR 24 HOUR USAGE OR HIGH TRAFFIC AREAS RECEIVE A WARRANTY OF 3 YEARS FROM DATE OF PURCHASE.

CUSTOMER SATISFACTION

IT IS THE PRIMARY GOAL OF EKO AND OUR TEAM TO ENSURE THE COMPLETE SATISFACTION OF OUR CUSTOMERS WITH OUR PRODUCTS AND PERFORMANCE. IF A PROBLEM ARISES WITH AN EKO PRODUCT AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD, EKO WILL EXERCISE ITS BEST EFFORTS TO ACHIEVE THE SATISFACTION OF THE CUSTOMER IN A MANNER THAT IS FAIR TO ALL CONCERNED.

CUSTOMER CARE HOURS

PLEASE NOTE CUSTOMER CARE HOURS ARE:
 8:30 AM TO 5:00 PM EST MONDAY-THURSDAY
 8:30 AM TO 2:00 PM EST FRIDAY
 1.866.814.8EKO PHONE
 1.615.676.4861 FAX
BRANDI@EKOCONTRACT.COM

TERMS AND CONDITIONS

NET 30 DAYS. ALL APPLICABLE SALES TAXES ARE EXTRA. DISTRIBUTION OF THIS PRICE LIST DOES NOT IN ITSELF CONSTITUTE AN OFFER TO SELL. ORDERS CAN BE RECEIVED ONLY FROM AUTHORIZED EKO DEALERS. ACCEPTANCE OF ANY ORDER AND TERMS OF SALE MAY BE ESTABLISHED AT THE DISCRETION OF EKO. DEPOSITS ARE REQUIRED FROM NEW ACCOUNTS AS WELL AS ON LARGE OR SPECIAL ORDERS. EKO RESERVES THE RIGHT TO DISCONTINUE DESIGNS, OR TO CHANGE DESIGNS, CONSTRUCTION, PRICES, OR MATERIALS WITHOUT NOTICE.

ORDERING AND ORDER ACKNOWLEDGEMENTS

PLEASE EMAIL ALL ORDERS TO **SALES@EKOCONTRACT.COM**. YOU WILL RECEIVE AN ORDER ACKNOWLEDGEMENT, WITH SHIP DATE OR TERMS OF PURCHASE, WITHIN 24 HOURS OF ORDER NOTIFICATION. THIS EMAIL IS FOR INCOMING ORDERS ONLY.

TO MAKE YOUR PURCHASE EXPERIENCE WITH EKO THE BEST POSSIBLE, MAKE SURE YOUR PURCHASE ORDER IS COMPLETE. MANY TIMES OUR PRODUCTS ARE NOT ORDERED COMPLETE. ORDERS WITH MISSING FINISH COLORS, LAMINATE COLORS, INCORRECT PRICING, AND OPTIONS NOT MATCHING DESCRIPTIONS WILL BE RETURNED TO CLIENTS AND MUST BE REVISED WITH CORRECTIONS AND RESENT TO EKO BEFORE AN ORDER IS PLACED. SEE PRODUCT PRICE LIST FOR ORDERING INSTRUCTIONS AND PLEASE DOUBLE CHECK YOUR ORDER PRIOR TO SENDING.

EACH ORDER WILL BE ACKNOWLEDGED VIA EMAIL OR FAX. THIS ACKNOWLEDGEMENT IS THE FINAL AGREEMENT BETWEEN EKO AND THE CUSTOMER, SUPERSEDING ALL PREVIOUS COMMUNICATIONS REGARDING THE PURCHASE ORDER. WHERE THERE IS A DISCREPANCY ON A PURCHASE ORDER BETWEEN THE PRODUCT CODE AND A DESCRIPTION, EKO WILL MAKE EVERY EFFORT TO RESOLVE THE DISCREPANCY, BUT WILL BE RULED BY THE PRODUCT CODE ORDERED. PLEASE CHECK ALL ACKNOWLEDGEMENTS FOR ACCURACY, AND ADVISE EKO OF ANY DISCREPANCIES WITH A PURCHASE ORDER.

IF YOU HAVE NOT RECEIVED AN ORDER ACKNOWLEDGEMENT AFTER 24 HOURS, PLEASE CONTACT BRANDI@EKOCONTRACT.COM FOR FURTHER ASSISTANCE.

ADVANCE SHIP NOTICE

AFTER SHIPMENT IS MADE, EACH ORDER WILL RECEIVE AN ADVANCE SHIP NOTICE (ASN) VIA EMAIL OR FAX. YOU WILL RECEIVE A PDF OF THE SIGNED BILL OF LADING CONTAINING SHIP DATE, PRO NUMBER, AND CARRIER. INVOICES ARE ALSO SENT ALONG WITH THE ASN. HARD COPY INVOICES CAN BE MAILED UPON REQUEST.

TERMS AND CONDITIONS

CANCELLATION

A CANCELLATION CAN BE MADE ONLY BY EXPRESSED AGREEMENT WITH EKO. A CANCELLATION FEE WILL BE INCURRED ON ALL ORDERS NOT CANCELLED WITHIN 48 HOURS AFTER RECEIPT. FEES ARE BASED ON PERCENTAGE OF ORDER COMPLETED, I.E. FABRIC ORDERED, SHIPPING CHARGES, ETC.

DIMENSIONS

DIMENSIONS ARE IN INCHES AND APPROXIMATE, AND SUBJECT TO CHANGE WITHOUT NOTICE. CONTACT CUSTOMER SERVICE IF DIMENSIONS ARE CRITICAL.

BLANKET WRAPPING

EKO WILL BLANKET WRAP SEATING ORDERS AT A CUSTOMER'S REQUEST. PLEASE INDICATE ON YOUR PURCHASE ORDER AND CONTACT CUSTOMER SERVICE. THIS OPTION IS AVAILABLE TO ON-SITE DELIVERIES IN FULL TRUCKLOADS ONLY AND IS AN EXTRA CHARGE. PLEASE CONTACT CUSTOMER SERVICE FOR QUOTE.

STORAGE POLICY

WE WILL STORE PRODUCT AT OUR WAREHOUSE FOR UP TO 3 DAYS AT NO CHARGE. ANY ORDER REQUIRING STORAGE BEYOND 3 DAYS MAY BE SUBJECT TO A STORAGE FEE OF 1% OF THE TOTAL NET ORDER. ORDER POSTPONEMENTS MUST BE RECEIVED IN WRITING AT LEAST 2 WEEKS PRIOR TO SHIPMENT.

CUSTOM CAPABILITIES

A PORTION OF OUR BUSINESS INVOLVE SOME TYPE OF CUSTOM WORK, AND WE INVITE OUR CUSTOMERS TO MAKE USE OF OUR CAPABILITIES. THESE INCLUDE:
 1) CUSTOMIZATION OF STANDARD SIZE PRODUCTS
 2) CUSTOM FINISHES
 CUSTOM ORDERS REQUIRE ADDITIONAL PRODUCTION LEAD TIMES. CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.

DAMAGED SHIPMENTS

ALL EKO PRODUCT IS CAREFULLY INSPECTED, PROTECTED WITH WELL-ENGINEERED PACKAGING. ALL SHIPMENTS LEAVE THE FACTORY IN GOOD CONDITION. DO NOT REFUSE MERCHANDISE DAMAGED IN TRANSIT, AS EKO IS NOT RESPONSIBLE FOR DAMAGE TO GOODS WHICH OCCUR IN TRANSIT OR STORAGE. **IT IS THE PURCHASER'S RESPONSIBILITY TO EXAMINE THE GOODS UPON RECEIPT AND TO FILE ANY CLAIMS WITH THE CARRIER.** ANY DAMAGE OR SHORTAGE SHOULD BE NOTED ON THE BILL OF LADING. THE DELIVERING CARRIER MAY NOT ACCEPT RESPONSIBILITY FOR SHORTAGES OR DAMAGES IF SIGNED FOR "CLEAR". NOTIFICATION OF CONCEALED DAMAGE CLAIMS MUST BE MADE TO THE DELIVERING CARRIER WITHIN 5 DAYS AFTER DELIVERY. ALL CARTONS MUST BE AVAILABLE FOR INSPECTION. CARRIER LIABILITY CEASES AFTER 5 DAYS AND NEITHER EKO, NOR THE CARRIER, WILL BE RESPONSIBLE FOR CONCEALED DAMAGES IF SHIPMENTS ARE LEFT UNOPENED.

RETURNS

NO MERCHANDISE MAY BE RETURNED WITHOUT EKO'S PRIOR WRITTEN CONSENT. IN THE EVENT OF AN AUTHORIZED RETURN, A RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER WILL BE ISSUED, AND A RESTOCKING CHARGE WILL APPLY. RETURN TRANSPORTATION CHARGES MUST BE PREPAID. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED AND WILL BE RETURNED FREIGHT COLLECT. ALL MERCHANDISE BEING RETURNED MUST BE PROPERLY PACKAGED IN ITS ORIGINAL OR COMPARABLE REPLACEMENT PACKAGING TO ENSURE PROTECTION OF THE PRODUCT DURING HANDLING AND TRANSPORTATION. RETURNS ON ORDERS DUPLICATED BY THE CUSTOMER MUST BE RECEIVED IN THEIR ORIGINAL PACKAGING TO BE ACCEPTED.

RETURN MERCHANDISE AUTHORIZATION

EKO'S WRITTEN AUTHORIZATION, IN THE FORM OF A RMA NUMBER, MUST BE OBTAINED PRIOR TO INCURRING CHARGES OF ANY KIND IF EKO IS EXPECTED TO PAY THESE CHARGES. THIS INCLUDES AUTHORIZATION FOR FIELD REPAIRS AND REPLACEMENTS, INSTALLATION AND DELIVERY CHARGES. EKO RESERVES THE RIGHT TO HAVE ITS REPRESENTATIVE INSPECT PRODUCT RELATED TO ANY REQUEST FOR SUCH AUTHORIZATIONS, PRIOR TO THAT AUTHORIZATION BEING PROVIDED. DEDUCTIONS FROM INVOICES PAID FOR ANY CHARGES TO EKO, WITHOUT PRIOR WRITTEN AUTHORIZATION IN THE FORM OF AN RMA, WILL NOT BE ACCEPTED. DIGITAL PHOTOGRAPHY MAY BE REQUIRED TO COMPLETE THE RMA PROCESS.

CARE AND MAINTENANCE

WOOD FINISHES

THERE ARE SEVERAL STEPS THAT CAN BE TAKEN TO PROTECT AND PROLONG THE LIFE AND BEAUTY OF THE FINISH. DUST ONLY WITH A CLEAN, DRY CLOTH, GOING WITH THE GRAIN. CLEAN ANY MARKS WITH A DAMP CLOTH, USING A SMALL QUANTITY OF MILD SOAP OR DETERGENT. DO NOT USE ANY WAX-BASED POLISH, SPRAY OR SILICONE. EVENTUALLY, A FILM WILL BUILD UP AND DISCOLOR THE TOP. DO NOT PLACE YOUR FURNITURE IN A POSITION OF PERMANENT EXPOSURE TO DIRECT SUNLIGHT.

FABRIC UPHOLSTERY

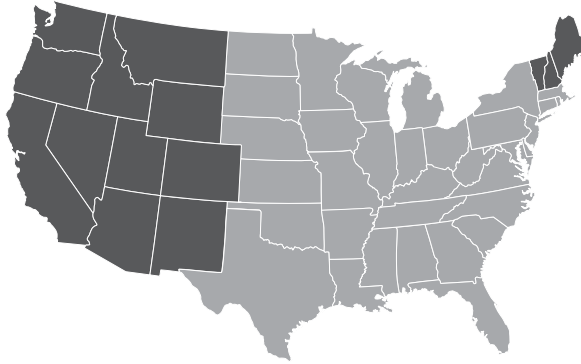
PROFESSIONAL UPHOLSTERY CLEANING IS RECOMMENDED.

TERMS AND CONDITIONS

FREIGHT PROGRAM

ALL SHIPMENTS ARE F.O.B. FACTORY AND FREIGHT PREPAID TO ONE CONTINENTAL UNITED STATES DESTINATION (EXCLUDING FUEL SURCHARGES.) EKO RESERVES THE RIGHT TO SELECT THE MOST APPROPRIATE F.O.B. POINT CARRIER, AND ROUTINGS ON ALL SHIPMENTS. NORMAL DELIVERIES ARE "DOCK TO DOCK" BASIS. NO CUSTOMER PICK UPS ALLOWED WITHOUT WRITTEN AUTHORIZATION. ALL PRICING SHOWN INCLUDES FREIGHT PREPAID FOR ORDERS OVER \$8,000 LIST. YOU MUST ADD A \$225 NET FREIGHT CHARGE PER ORDER IF LIST PRICE IS LESS THAN \$8,000.

THE FOLLOWING STATES INCLUDE FREIGHT PREPAID FOR ORDERS OVER \$12,000 LIST AND A \$350 NET CHARGE FOR ALL ORDERS BELOW \$12,000 LIST: WA, OR, CA, NV, AZ, NM, CO, UT, ID, MT, WY, ME, VT, NH.



NOTE: IF PURCHASING FROM ANY STATE LOCATED IN THE LIGHT AREA AND SHIPPING TO ANY STATE LOCATED IN THE DARK AREA, YOU MUST USE THE FREIGHT POLICY DEFINED FOR THE DARK AREA DESCRIBED ABOVE. EXAMPLE: ORDERS PURCHASED IN NORTH CAROLINA AND SHIPPING TO NEVADA THAT ARE OVER \$12,000 LIST PRICE QUALIFY FOR FREE FREIGHT. ORDERS BELOW THE \$12,000 THRESHOLD MUST ADD A NET FREIGHT CHARGE OF \$350 PER ORDER.

ADDITIONAL CHARGES: RESIDENTIAL DELIVERY CHARGE, INSIDE DELIVERY AND INSTALLATION SERVICES ARE NOT INCLUDED IN THE PRICING SHOWN. THESE CHARGES WILL BE PREPAID AND ADDED TO THE NET INVOICE. *EKO RESERVES THE RIGHT TO APPLY FREIGHT SURCHARGES AT ANY TIME DUE TO MARKET CONDITIONS OR OTHER FACTORS BEYOND EKO'S CONTROL.*

TEXTILES

TEXTILES AND GRADED-IN FABRIC PROGRAM

CLICK FOR:
[TEXTILES](#)
[GRADED-IN TEXTILE DATA BASE](#)

COM MATERIAL

SEE END OF SECTION FOR REQUIRED COM FORM, OR CLICK HERE: [COM FORM](#)

ALL UPHOLSTERED ITEMS MAY BE ORDERED USING CUSTOMER'S OWN FABRIC OR VINYL MATERIALS (COM). PRICES LISTED UNDER COL REFER TO CUSTOMER'S OWN LEATHER.

YARDAGE REQUIREMENTS SHOWN IN THE PRICE LIST ARE BASED ON NON-DIRECTIONAL 54" MATERIAL. PLEASE NOTE, 54" WIDE ROLLS NEED TO BE 54" OF USABLE MATERIAL. THE FOLLOWING CONVERSION CHART SHOULD BE USED TO DETERMINE REQUIREMENTS WHEN COM IS 54" WIDE AND HAS A REPEAT.

REPEAT	ACROSS ROLL	UP THE ROLL	2 WAY REPEAT
1 - 5"	ADD 10%	ADD 15%	ADD 15%
6 - 9"	ADD 15%	ADD 20%	ADD 25%
10 - 13"	ADD 20%	ADD 25%	ADD 30%
14 - 20"	ADD 25%	ADD 30%	ADD 35%
21 - 27"	ADD 30%	ADD 35%	ADD 40%
28 - 34"	ADD 35%	ADD 40%	ADD 45%

THESE PERCENTAGES ARE FOR ESTIMATING PURPOSES ONLY. EKO WILL NOT BE HELD RESPONSIBLE FOR SHORT-AGES ON COM PRODUCTS. IF YOU WOULD LIKE ASSISTANCE, PLEASE SEE OUR WEBSITE FOR FABRIC DIAGRAMS AND EMAIL COMPLETED DIAGRAMS TO EKO CUSTOMER CARE (BRANDI@EKOCONTRACT.COM). EKO WILL, AT NO CHARGE, CALCULATE THE REQUIRED YARDAGE FOR YOUR PROJECT AND RETURN WITHIN 24 HOURS.

THERE MAY BE AN UPCHARGE ABOVE COM PRICE FOR COMBINATION UPHOLSTERY (TWO OR MORE COM'S) APPLIED TO THE SAME CHAIR. PLEASE CALL FACTORY AND ATTACH DIAGRAM OF HOW TO APPLY MULTIPLE FABRICS AND WELT IF APPLICABLE. COM ORDERS CANNOT BE SCHEDULED INTO PRODUCTION UNTIL THE FABRIC HAS ARRIVED AND INSPECTION IS COMPLETE.

SEND ALL COM MATERIALS FREIGHT PAID TO:

EKO
 ATTN: COM DEPARTMENT
 145 RYMER ROAD, NE
 CLEVELAND, TN 37323

TO HELP US EXPEDITE YOUR ORDER, EMAIL ALL COM TRACKING INFORMATION TO: LORI@EKOCONTRACT.COM

CLEARLY MARK ALL MATERIALS WITH THE FOLLOWING: DEALER'S NAME, EKO ACKNOWLEDGEMENT NUMBER, PURCHASE ORDER NUMBER, MODEL NUMBER AND QUANTITY OF ITEM TO BE COVERED. FAILURE TO PROVIDE YOUR CUSTOMER PURCHASE ORDER NUMBER ALONG WITH COM WILL CAUSE A DELAY IN PROCESSING YOUR ORDER.

IN TODAY'S MARKET, SOME FABRIC'S ARE "REVERSIBLE", IT IS EXTREMELY IMPORTANT TO SEND US A SWATCH OF COM WITH THE EXPOSED SIDE MARKED AS SUCH. ON ORDERS SPECIFYING COM/COL, PLEASE SUPPLY FOLLOWING: APPLICATION INSTRUCTIONS FOR STRIPED/PATTERNED OR REVERSIBLE FABRICS. IN THE ABSENCE OF SPECIAL INSTRUCTION, EKO RESERVES THE RIGHT TO USE THEIR OWN JUDGMENT AND WILL APPLY THE FABRIC IN WHAT IS DETERMINED TO BE THE BEST MANNER.

WE RESERVE THE RIGHT TO REJECT ANY COVERING THAT, IN OUR PROFESSIONAL OPINION, IS UNSUITABLE FOR UPHOLSTERY PURPOSES. EKO'S APPROVAL SIGNIFIES ONLY THAT THE MATERIAL IN QUESTION CAN BE APPLIED TO THE PRODUCTS FOR WHICH INTENDED. THIS APPROVAL DOES NOT CONSTITUTE ANY RESPONSIBILITY NOR ANY WARRANTY ON THE PART OF EKO AS TO APPEARANCE, BEHAVIOR OR DURABILITY OF COM.

EKO WILL NOT BE RESPONSIBLE FOR, HOW AN UPHOLSTERY MATERIAL WEARS IN AN INSTALLATION SETTING. WE WILL NOT BE HELD RESPONSIBLE FOR WEAR, FADING, STRETCHING OR PERFORMANCE OF ANY COVERING MATERIALS WHETHER SUPPLIED BY THE BUYER OR BY OUR SOURCES. VINYL UPHOLSTERY MATERIALS MUST BE THE EXPANDED TYPE REINFORCED WITH ELASTIC BACKING. WE SHALL NOT BE HELD RESPONSIBLE FOR BLEMISHES OR PLATEMARKS, OR DIFFERENCES IN COLOR OR TONE BETWEEN COVERING MATERIAL SUPPLIED AND SAMPLES FROM WHICH THE CHOICE WAS MADE. EKO CANNOT BE HELD RESPONSIBLE FOR DEFECTS, COLOR INACCURACIES, DYE LOT VARIATIONS AND OTHER SUCH FLAWS. WE INSPECT FABRICS FOR MILL IMPERFECTIONS, SOME ARE DIFFICULT TO RECOGNIZE.

EXCESS COM WILL NOT BE STORED OR RETURNED UNLESS VERY CLEARLY INDICATED ON PURCHASE ORDER.

TEXTILES

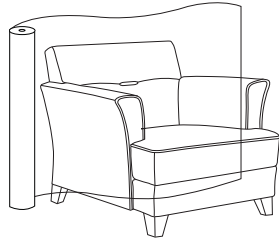
COL LEATHER

PUBLISHED SQUARE FOOTAGE FOR COL IS BASED ON HIDES MEASURING A MINIMUM OF 50 TO 55 SQUARE FEET. HALF HIDES ARE NOT ACCEPTABLE. ON SMALLER HIDES, ADD 15 PERCENT TO THE COL REQUIREMENT. ALL SQUARE FOOTAGE REQUIREMENTS ARE BASED ON USABLE FOOTAGE. THE SHAPE OF THE HIDE, EXCESSIVE HOLES, CUTS OR OTHER UNUSABLE IMPERFECTIONS MAY MAKE IT NECESSARY FOR US TO REQUEST MORE LEATHER AFTER COL IS RECEIVED. DUE TO VARIATION IN THICKNESS OF LEATHER, IT IS IMPORTANT TO SEND A 4" X 4" SWATCH FOR APPROVAL. EKO APPROVAL SIGNIFIES ONLY THAT SUCH LEATHER CAN BE APPLIED TO THE PRODUCTS INTENDED. SUCH APPROVAL DOES NOT CONSTITUTE ANY RESPONSIBILITY NOR ANY WARRANTY ON THE PART OF EKO AS TO APPEARANCE, BEHAVIOR OR DURABILITY OF COL.

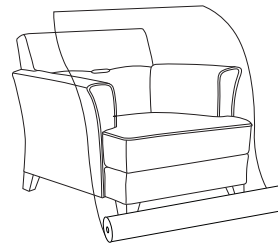
EXCESS COL WILL NOT BE STORED OR RETURNED UNLESS VERY CLEARLY INDICATED ON PURCHASE ORDER.

TEXTILE DIRECTION

CR CROSS THE ROLL
RAILROADED



UR UP THE ROLL



FABRIC UPGRADES

FIRE RETARDANCY REQUIREMENTS CALIFORNIA TECHNICAL BULLETIN 117 AND CALIFORNIA TECHNICAL BULLETIN 133

ALL STANDARD UPHOLSTERED SEATING AND THE RESILIENT FILLING MATERIALS USED IN THE MANUFACTURING OF ALL UPHOLSTERED SEATING BY EKO MEET OR EXCEED THE FLAME REQUIREMENTS OF STATE OF CALIFORNIA, DEPARTMENT OF CONSUMER AFFAIRS, BUREAU OF HOME FURNISHINGS AND THERMAL INSULATION, TECHNICAL BULLETIN 117 AND NATIONAL FIRE PREVENTION ASSOCIATION STANDARD METHOD 261. COMPLIANCE WITH THESE REQUIREMENTS IS INDICATED BY THE LABEL ATTACHED TO THE SEAT BOTTOM.

CAL 133 FOAM UPCHARGE

CAL 133 CALIFORNIA TECHNICAL BULLETIN 133 IS A FLAMMABILITY TEST. EKO PRODUCTS, IN COMBINATION WITH NON-FLAMMABLE FABRICS CAN BE MANUFACTURED TO MEET THE REQUIREMENTS FOR CERTIFICATION TO THIS TEST. A DOUBLE UPHOLSTERY METHOD IS USED, INCORPORATING A FIRE-RETARDANT BARRIER THAT, IN COMBINATION WITH FIRE RETARDANT FOAM, FIRE RETARDANTS IN WOOD FINISHES, AND FABRICS WITH SOME NATURAL FIBER CONTENT, MAY PASS THE CAL 133 FIRE TEST. AN UPCHARGE OF \$60 LIST PER YARD OF UPHOLSTERY IS APPLICABLE TO INCORPORATE THE ELEMENTS LISTED ABOVE. THE APPLICATION OF THIS UPCHARGE AND THE MATERIALS NOTED DOES NOT CERTIFY THAT THE SPECIFIC CONFIGURATION OF PRODUCT AND UPHOLSTERY IS TESTED AND OFFICIALLY CERTIFIED. IF ACTUAL CERTIFICATION IS REQUIRED, A CHARGE OF \$500, PLUS THE COST OF THE PRODUCT TO BE TESTED, IS APPLICABLE. THE TESTING PROCESS REQUIRES AT LEAST SEVERAL WEEKS OF ADDITIONAL LEAD TIME. EKO ASSUMES NO RESPONSIBILITY FOR COMPOSITE TESTING OR THE CERTIFICATION OF SPECIFIC CONFIGURATIONS OF PRODUCT AND UPHOLSTERY TO THE CAL 133 FLAMMABILITY TEST. SOME SPECIFIC CONFIGURATIONS OF PRODUCT AND UPHOLSTERY HAVE BEEN TESTED. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.

MOISTURE BARRIER UPCHARGE

MOISTURE BARRIERS THAT ARE DESIGNED TO PREVENT MOISTURE FROM PENETRATING THE FOAM AND OTHER FILLING MATERIALS ARE AVAILABLE ON MOST ITEMS AT AN ADDITIONAL UP-CHARGE. MOISTURE BARRIERS ARE APPLIED BETWEEN THE UPHOLSTERY COVER AND FILLING MATERIALS. THE FOLLOWING UP-CHARGES APPLY TO EACH SURFACE ON WHICH THE PROTECTIVE BARRIER MAY BE APPLIED.

SEAT	\$45.00 LIST
BACK	\$45.00 LIST
ARMS	\$45.00 LIST (PER ARM)

TEXTILES

FABRIC UPGRADES

MULTIPLE UPHOLSTERY COVER UPCHARGE

MOST ITEMS CAN BE MANUFACTURED WITH A COMBINATION OF COVERS INCLUDING: VINYL AND FABRIC, LEATHER AND FABRIC, OR CONTRASTING FABRICS. MULTIPLE COVER UPHOLSTERY OPTION SHOULD BE CLEARLY INDICATED ON THE CUSTOMER'S PURCHASE ORDER. FABRIC DIAGRAMS ARE AVAILABLE FOR EACH PRODUCT ONLINE AT WWW.EKOCONTRACT.COM

THERE IS AN EXTRA CHARGE FOR MULTIPLE UPHOLSTERY COVER APPLICATIONS:

COM GRADE

TWO COVERS \$100.00 LIST PER LINE ITEM*
THREE COVERS \$125.00 LIST PER LINE ITEM*

1-11 GRADES

USE THE HIGHER OF THE 2 GRADES SPECIFIED. IF TEXTILES ARE THE SAME GRADE ADD THE COM GRADE UPCHARGES ABOVE.

*PER LINE ITEM

WHEN ORDERING SEVERAL UNITS THAT ARE EXACTLY THE SAME MODEL, COLOR AND APPLICATION, ADD ONLY \$100 LIST PER LINE ITEM. EXAMPLE: 32041/53 2-TONE, MAHARAM CHIME, MOMENTUM BRAVO, DIAGRAM ATTACHED – QTY. 6. (THERE WOULD BE A ONE-TIME CHARGE OF \$100 LIST FOR ALL 6 CHAIRS.)

SAMPLE FABRIC DIAGRAM

FABRIC DIAGRAMS ARE AVAILABLE FOR EACH PRODUCT ONLINE AT WWW.EKOCONTRACT.COM

EKO WILL NOT BE HELD RESPONSIBLE FOR SHORTAGES ON COM PRODUCTS. IF YOU WOULD LIKE ASSISTANCE, PLEASE SEE OUR WEBSITE FOR FABRIC DIAGRAMS AND EMAIL COMPLETED DIAGRAMS TO EKO CUSTOMER CARE (BRANDI@EKOCONTRACT.COM). EKO WILL, AT NO CHARGE, CALCULATE THE REQUIRED YARDAGE FOR YOUR PROJECT AND RETURN WITHIN 24 HOURS.

Hypate Lounge Multi-Fabric Diagram
 To: _____
 From: _____

(A) Inside Chair Back, Top OSB: _____

(B) Front Pullover: _____

(C) Chair Seat: _____

(D) Lower Outside Chair Back: _____

(E) Inside Arm Panels: _____

(F) Outside Arm Panels: _____

Total List Price Upcharge for
Contrasting Fabrics: \$ _____

\$100.00 List Per Contrasting Fabric Specified.
List price based on highest fabric grade usage.

For use on the following Hypate models:
(select one)

____ 32041,32051 Lounge

____ 32052,32052 Loveseats

____ 32053,32053 Sofas

www.ekocontract.com

SURFACE MATERIALS

SURFACES

CLICK HER FOR WOOD, LAMINATE AND PAINT SURFACES: [SURFACES](#)

CUSTOM WOOD FINISHES

SEE END OF SECTION FOR REQUIRED CUSTOM WOOD FINISH FORM, OR CLICK HERE: [CUSTOM FINISH FORM](#)

ADD 6% LIST TO YOUR ORDER FOR SPECIAL FINISHES, MINIMUM CHARGE IS \$300 LIST PER FINISH PER ORDER. (FOR EXAMPLE, ON ALL ORDERS UP TO \$5000 LIST AN UPCHARGE OF \$300 LIST WILL APPLY, ON ORDERS \$5000 LIST AND UP ADD 6% LIST TO ORDER.) NO UPCHARGE FOR SPECIAL FINISHES ON ORDERS EXCEEDING \$50,000 LIST. FOR ORDERS WITH SPECIAL FINISHES, A SAMPLE THAT IS A MINIMUM 3" BY 3" MUST BE RECEIVED WITH THE ORDER. SPECIAL FINISHES MAY ADD ADDITIONAL LEAD TIME TO PRODUCTION SCHEDULES. SINCE WOOD IS A NATURAL PRODUCT, SOME VARIATIONS INGRAIN, COLOR AND STAIN ACCEPTANCE WILL OCCUR. IN OUR FINISHING PROCESSES, WE TRY TO MINIMIZE VARIATIONS, BUT SOME VARIATION BETWEEN SAMPLES AND FINISHED GOODS SHOULD BE ANTICIPATED. SEE BACK OF PRICE LIST FOR REQUIRED CUSTOM WOOD FINISH FORM.

OTHER LAMINATE SUPPLIERS

MOST LAMINATE SUPPLIERS STOCK A MULTITUDE OF COLORS AND PATTERNS. THE FOLLOWING LAMINATES ARE ACCEPTABLE FOR APPLICATION ON EKO PRODUCTS AS THEY FEATURE A MATTE FINISH. THERE IS A FIVE TABLE MINIMUM WHEN USING NON-STANDARD LAMINATES NOT LISTED IN OUR PRICE LIST.

NEVAMAR: ALL LAMINATES WITH "T" IN THE SUFFIX (I.E., MR2002T)
 WILSONART: ALL LAMINATES WITH "60" IN THE SUFFIX (I.E., 4779-60)
 ARBORITE: ALL LAMINATES WITH "CA" IN THE SUFFIX (I.E., 1531-CA)
 PIONITE: ALL LAMINATES WITH "SUEDE" IN THE NAME (I.E., WW561 SUEDE)
 FORMICA: ALL LAMINATES WITH "58" IN THE SUFFIX (I.E., 756-58)

ADDITIONAL LAMINATE CODES MAY BE ACCEPTABLE FOR USE ON EKO FURNITURE, HOWEVER, THEY MAY BE SUBJECT TO AN ADDITIONAL UPCHARGE OR EXTENDED LEAD TIME DUE TO MATERIAL COMPLEXITY. HIGH SHEEN LAMINATES ARE NOT ACCEPTABLE FOR APPLICATION ON EKO FURNITURE DUE TO THEIR INHERENT NATURE OF SCRATCHING AND MARRING DURING THE PRODUCTION PROCESS. PLEASE CONTACT EKO CUSTOMER SERVICE FOR ADDITIONAL INFORMATION.



COM FORM

(THIS FORM MUST ACCOMPANY YOUR ORDER)

SEND FORM TO:

EMAIL: BRANDI@EKOCONTRACT.COM
FAX: 615-676-4861

LEADTIME

THE LEADTIME FOR YOUR ORDER IS DIRECTLY RELATED TO WHEN THE COM FABRIC IS RECEIVED.

COMPANY NAME
ADDRESS
CITY / STATE / ZIP
TELEPHONE
EMAIL ADDRESS
PO NUMBER
FABRIC SUPPLIER
FABRIC PATTERN / COLOR
SHIPPING TRACKING NUMBER
YARDAGE PER ITEM SENT
APPLY TO EKO MODEL <input type="checkbox"/> BEST WAY <input type="checkbox"/> CROSS ROLL (RAILROADED) <input type="checkbox"/> UP ROLL <input type="checkbox"/> LINE MATCH <input type="checkbox"/> MULTIPLE FABRICS* <small>UPHOLSTERY DIAGRAM MUST BE COMPLETED WHEN SELECTING THIS OPTION. GO TO: WWW.EKOCONTRACT.COM CLICK PRODUCT AND THEN CLICK FABRIC DIAGRAM.</small>



CUSTOM FINISH MATCH FORM

(THIS FORM MUST ACCOMPANY YOUR ORDER)

SEND SAMPLE AND FORM TO:

EKO CONTRACT
ATTN: BRANDI
145 RYMER ROAD, NE
CLEVELAND, TN 37323

LEADTIME

THE LEADTIME FOR YOUR ORDER IS DIRECTLY RELATED TO WHEN THE FINISH MATCH SAMPLE IS APPROVED. ALL FINISH SAMPLES WILL BE SHIPPED BACK TO YOU FOR FINAL APPROVAL BEFORE THE ITEMS ARE FINISHED. PLEASE ALLOW 10 BUSINESS DAYS FOR FINISH MATCH SAMPLES.

COMPANY NAME
ADDRESS
CITY / STATE / ZIP
TELEPHONE
EMAIL ADDRESS
PO NUMBER
SUPPLIER / FINISH COLOR
SHIPPING TRACKING NUMBER
APPLY TO EKO MODEL(S)



THE CRAFT OF SEATING

Website: www.ekocontract.com

About Us: <http://www.ekocontract.com/about-us/>

Community we serve: <http://www.ekocontract.com/about-us/community/>

Collaborative furniture: <http://www.ekocontract.com/collaborative-seating>

Lounge furniture: <http://www.ekocontract.com/lounge-tables-seating>

Idea Starters: <http://www.ekocontract.com/idea-starters/>

10 Day We Spaces (ships in 10 days):
<http://www.ekocontract.com/idea-starters/filter/10-day-we-spaces>

