

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

FURNITURE

CONTRACT NUMBER 1102215

## General Information

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

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

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

### Definitions

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

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

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

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

### Tax exempt status

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

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

### **Assignments of contracts**

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

### **Disclosures**

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

### **Renewal of Contracts**

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

### **Shipments**

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

### **Invoices**

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

### **Payments**

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

## Pricing

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

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

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

## Participation Fees

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

## Indemnity

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

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

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

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

**Cancellation for non-performance or contract deficiency**

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

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

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

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

#### **TIPS Member Purchasing Procedures**

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

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

#### **Form of Contract**

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

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

#### **Licenses**

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

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

### **Novation**

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

### **Site Requirements (when applicable to service or job)**

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

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

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

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

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

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

### **Smoking**

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

### **Invoices**

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

## **Marketing**

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

## **Supplemental agreements**

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

## **Legal obligations**

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

## **Audit rights**

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

## **Force Majeure**

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

## **Services**

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

## **Scope of Services**

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

## **Project Delivery Order Procedures**

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

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

## **Scheduling of Projects**

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

## **Support Requirements**

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

## Special Terms and Conditions

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

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

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

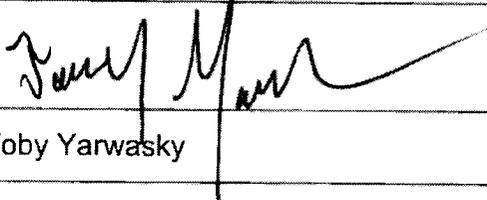
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

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

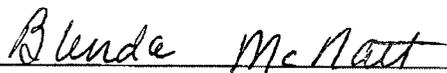
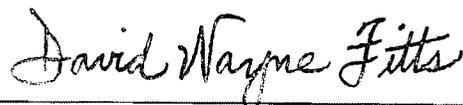


## CONTRACT Signature Form

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

Company Name: Fleetwood Group  
Mailing Address: 11832 James St.  
City: Holland  
State: MI  
Zip: 49424  
Telephone Number: (704) 441-6313  
Fax Number: (616) 396-8022  
Email Address: tobyy@fleetwoodgroup.com  
Authorized Signature:   
Printed Name: Toby Yarwasky  
Position: Contract Manager

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

  
TIPS Authorized Signature \_\_\_\_\_ Date 10-22-15  
  
Approved by Region VIII ESC \_\_\_\_\_ Date 10-22-15

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

## Supplier Information

Company Fleetwood Group  
 Address 11832 James St  
 Holland, MI 49424

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (800) 257-6390  
 Fax 1  
 Email

Submitted 8/31/2015 10:06:34 AM CT  
 Total \$0.00

Signature Toby Yarwasky

Email toby@fleetwoodgroup.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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

Please review the following and respond where necessary

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

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.)	Fleetwood Furniture was established in 1955 with the premise that all furniture and equipment should be mobile and multi-functional. For the last 60 years, Fleetwood has prided itself on designing and manufacturing mobile and flexible furniture for high impact learning environments. Our product offering has the breadth of line to meet every curriculum's needs from pre-k all the way through higher education that include categories such as mobile casework, administration furniture, media centers, early learning, music and band furniture, storage, tables for all uses, student desks, teacher's desking and workstations, science and lab casework and tables, art, career and technology equipment and many other educational furnishings products! All products are backed with an inherent value from our full-lifetime warranty. Furniture built to last, furniture designed for multi-use situations and furniture built with your educational environment in mind.
6	Primary Contact Name	Primary Contact Name	Toby Yawwasky
7	Primary Contact Title	Primary Contact Title	Contract Manager
8	Primary Contact Email	Primary Contact Email	tobyy@fleetwoodgroup.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7044416313
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8666040251
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7044416313
12	Secondary Contact Name	Secondary Contact Name	Drew Ericks
13	Secondary Contact Title	Secondary Contact Title	Project Manager
14	Secondary Contact Email	Secondary Contact Email	drewe@fleetwoodgroup.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8888208270
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	6163968022
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Drew Ericks
19	Admin Fee Contact Email	Admin Fee Contact Email	drewe@fleetwoodgroup.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8888208270
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Drew Ericks
22	Purchase Order Contact Email	Purchase Order Contact Email	drewe@fleetwoodgroup.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8888208270

24	Company Website	Company Website (Format - www.company.com)	www.fleetwoodfurniture.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	38-1880634
26	Primary Address	Primary Address	11832 James St.
27	Primary Address City	Primary Address City	Holland
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MI
29	Primary Address Zip	Primary Address Zip	49424
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.)	Fleetwood, Illusions, Harmony, Learning Wall, Inspire, Encore, Sheerline, Shoreline, Koala Tee, casework, desks, student furniture, student desks, mobile, storage, mobile storage, tables, computer furniture, art, media center, library, lab, stools, early childhood, collaborative, dynamic, tablet storage, storage cabinet, tote trays, gratnell tray, activity tables, lockers, cubbies, teacher's desk, lecterns, circulation desk, bookshelves, book display, teaching walls, flip tables, lifetime warranty, drafting, wardrobe storage, nurse's furniture.
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Holland
34	Company Residence (State)	Vendor's principal place of business is in the state of?	MI
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	60
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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## Resellers - Dealers

Reseller/Dealer Name	Address	City	State
ALASKA EDUCATION AND	200 W 34TH AVENUE #82	ANCHORAGE	AK
ARCTIC OFFICE PRODUCT	100 WEST FIREWEED LN	ANCHORAGE	AK
ARIZONA FURNISHINGS	8601 W WASHINGTON	TOLLESO	AZ
CN SCHOOL & OFFICE SOL	520 E RINCON STREET #10	CORONA	CA
CAMPBELL KELLER	3041 65 <sup>th</sup> STREET STE. 3	SACRAMENTO	CA
SIERRA SCHOOL EQUIP	1911 MINERAL CT	BAKERSFIELD	CA
OFFICESCAPES (AKA JUPIT	2506 ZEPPELIN ROAD	COLORADO SPRINGS	CO
SERVCO PACIFIC INC	2841 PUKOLOA STREET	HONOLULU	HI
MONTANA SCHOOL EQUI	6100 3RD AVE SOUTH	GREAT FALLS	MT
AK SALES & CONSULTING	115 E COUNTRY CLUB RO	ROSWELL	NM
SPACESAVER SPECIALIST,	9730 SW HERMAN	TUALATIN	OR
EDUTEK CORPORATION	4060 SOUTH 500 WEST #4	SALT LAKE CITY	UT
Henricksen	3070 Gateway Rd	Brookfield	WI
Marshfield Book	M111 W McMillan St	Marshfield	WI
School Specialty	600 Otjen St	Milwaukee	WI
School Specialty	149 Pepper Ridge Circle	Antioch	TN
gbi	320 Seven Springs Way	Brentwood	TN
Zimmerman	209 Boller Rd	Blacklick	OH
Continental Office	2601 Silver Drive	Columbus	OH
Sexton and Associates	3450 Goose Lane	Granville	OH
Ci Select	11840 Westline Industrial	Maryland Heights	MO
Commercial Interiors	3622 Noland Court	Independence	MO
Intereum	845 Berkshire Lane	Plymouth	MN
Innovative office	151 E Cliff Road	Burnsville	MN
Custer Office	217 Grandville Ave SW	Grand Rapids	MI
NBS	2595 Bellingham Rd	Troy	MI
Travis School Equip.	901 68th St	Benton	KY
SBI	725 South 72nd St	Omaha	NE
Lowery Mcdonald Co.	208 Oak Ridge	Waverly	IA
Lee Company	27 S 12th St	Terre Haute	IN
Sharp School Services	6400 Lincolnway	Hobart	IN
Frank Cooney Company	1226 N Michael Drive	Wood Dale	IL
Blankenship and Associat	980 Trinity Road	Raleigh	NC
Interior Systems	6663 NC-211	West Lawn	NC
Virginia School Equipmen	916 Main Street	Lynchburg	VA
Brame Specialty	271 West Washington St	Durham	NC
Delta Graphics	12532 Branders Bridge Rc	Chester	VA
PEMCO	5335 Progress Blvd	Bethel Park	PA

Zip	Contact Name	Contact Email	Contact Phone
99503	Kit Wilson	<a href="mailto:kitw@akedproducts.com">kitw@akedproducts.com</a>	866-599-6469
99510	Jim Strong	<a href="mailto:jstrong@arcticoffice.com">jstrong@arcticoffice.com</a>	907-276-2322
85353	Greg Janssen	<a href="mailto:greg@furnishaz.ocm">greg@furnishaz.ocm</a>	602-484-7331
92879	Kevin Mack	<a href="mailto:kevin@culver-newlin.com">kevin@culver-newlin.com</a>	949-288-6739
95820	Craig Campbell	<a href="mailto:ccampbell@campbellkelle">ccampbell@campbellkelle</a>	916-362-0123
93308	Greg McDermott	<a href="mailto:gregmcdermott@ssecinc">gregmcdermott@ssecinc</a>	661-399-2993
80916	Lee Stapp	<a href="mailto:lstapp@officescapes.com">lstapp@officescapes.com</a>	719-574-1113
96819	Gilbert Morita	<a href="mailto:gilbertm@servco.com">gilbertm@servco.com</a>	808-564-2783
59405	Clint Jackson	<a href="mailto:clint@mtschoolequipmer">clint@mtschoolequipmer</a>	406-454-0420
88201	Art Moyle	<a href="mailto:aksalesnm@gmail.com">aksalesnm@gmail.com</a>	575-623-1488
97062	Tom Gustafason	<a href="mailto:tom_gustafason@storage">tom_gustafason@storage</a>	503-924-4100
84123	Todd Fairburn	<a href="mailto:tfairbourn@edutekcorp.c">tfairbourn@edutekcorp.c</a>	801-747-0050
53045	Kristin Matter	<a href="mailto:k.matter@henricksen.cor">k.matter@henricksen.cor</a>	262 373 3217
54449	Dan Bubolz	<a href="mailto:dan@marshfieldbook.cor">dan@marshfieldbook.cor</a>	715 387 1286
53207	Ellen Quale	<a href="mailto:ellen.quale@schoolspecia">ellen.quale@schoolspecia</a>	414 405 3881
37013	Jan Robinson	<a href="mailto:jan.robinson@schoolspec">jan.robinson@schoolspec</a>	615 832 0297
37027	Adam Cohen	<a href="mailto:adam.cohen@gbinashvill">adam.cohen@gbinashvill</a>	615 425 5255
43004	Steve Zimmerman	<a href="mailto:steve@zimmerman.com">steve@zimmerman.com</a>	614 861 6383
43211	Lisa Welch	<a href="mailto:lwelch@continentaloffice">lwelch@continentaloffice</a>	614 384 4496
43023	Lonnie Hill	<a href="mailto:lhill@tsa.com">lhill@tsa.com</a>	614 402 5458
63146	Stacey Wellen	<a href="mailto:swellen@ciselect.com">swellen@ciselect.com</a>	314 909 1990
64005	Jerry Kanoy	<a href="mailto:jkanoy@ccfurn.com">jkanoy@ccfurn.com</a>	816 254 7400
55441	Kim Sorenson	<a href="mailto:ksorenson@intereum.cor">ksorenson@intereum.cor</a>	763 417 3473
55337	Bob Nelson	<a href="mailto:bob.nelson@innovativeo">bob.nelson@innovativeo</a>	218 829 5818
49546	Lana Voelker	<a href="mailto:lvoelker@custeronline.cc">lvoelker@custeronline.cc</a>	616 456 0332
48083	Ingrid Ams	<a href="mailto:ams@navbus.com">ams@navbus.com</a>	248 823 5401
42025	Barry Travis	<a href="mailto:barry@travisschoolequip">barry@travisschoolequip</a>	859 291 5223
68114	Marcia Blair	<a href="mailto:mblair@sbi-omaha.com">mblair@sbi-omaha.com</a>	402 393 8888
50677	Roger Johnson	<a href="mailto:rjohnson@lmcinc.com">rjohnson@lmcinc.com</a>	319 596 5120
47807	Ken Sensemen	<a href="mailto:ksenseman@leecompany">ksenseman@leecompany</a>	812 235 3587
46432	David Sharp	<a href="mailto:dsharp@sharpschoolserv">dsharp@sharpschoolserv</a>	219 942 6903
60191	Gregory Cooney	<a href="mailto:gregory@frankcooney.co">gregory@frankcooney.co</a>	630 227 4950
27607	Caroline McCormac	<a href="mailto:cmccormac@blankenship">cmccormac@blankenship</a>	919-787-1346
27376	Mark Goudy	<a href="mailto:mgoudy.isi@wildblue.net">mgoudy.isi@wildblue.net</a>	910-673-0633
24504	Rod Gallagher	<a href="mailto:rod@va-school.com">rod@va-school.com</a>	434-455-4648
27702	Bill Freshwater	<a href="mailto:wfreshh20@aol.com">wfreshh20@aol.com</a>	704-458-4888
23831	Melisse Menchel	<a href="mailto:mmenchel@deltagraphic">mmenchel@deltagraphic</a>	804-748-6448
15102	Gary Eggert	<a href="mailto:gary@pemcofurniture.co">gary@pemcofurniture.co</a>	412-999-5366

Contact Fax	Company Website
866-930-0450	<a href="http://www.akedproducts.com">www.akedproducts.com</a>
907-279-4359	<a href="http://www.arcticoffice.com">www.arcticoffice.com</a>
602-484-7825	<a href="http://www.furnishaz.com">www.furnishaz.com</a>
949-855-9577	<a href="http://www.culver-newlin.com">www.culver-newlin.com</a>
916-737-3305	<a href="http://www.campbellkeller.com">www.campbellkeller.com</a>
661-399-0218	<a href="http://www.ssecnc.com">www.ssecnc.com</a>
719-574-1133	<a href="http://www.officescapes.com">www.officescapes.com</a>
808-564-2789	<a href="http://www.servco.com">www.servco.com</a>
406-454-0439	<a href="http://www.mtschoolequipment.com">www.mtschoolequipment.com</a>
575-623-0488	<a href="http://www.aksalesandconsulting.com">www.aksalesandconsulting.com</a>
503-924-4114	<a href="http://www.storageplanning.com">www.storageplanning.com</a>
801-747-0937	<a href="http://www.edutekcorp.com">www.edutekcorp.com</a>
	<a href="http://www.henricksen.com">www.henricksen.com</a>
	<a href="http://www.marshfieldbook.com">www.marshfieldbook.com</a>
414 755 1881	<a href="http://www.schoolspecialty.com">www.schoolspecialty.com</a>
	<a href="http://www.schoolspecialty.com">www.schoolspecialty.com</a>
	<a href="http://www.gbinashville.com">www.gbinashville.com</a>
614 759 4486	<a href="http://www.zimmermanschool.com">www.zimmermanschool.com</a>
614 547 0223	<a href="http://www.continentaloffice.com">www.continentaloffice.com</a>
	<a href="http://www.tsa.com">www.tsa.com</a>
314 909 1911	<a href="http://www.ciselect.com">www.ciselect.com</a>
816 254 7447	<a href="http://www.ccfurn.com">www.ccfurn.com</a>
	<a href="http://www.intereum.com">www.intereum.com</a>
	<a href="http://www.inovativeos.com">www.inovativeos.com</a>
	<a href="http://www.custeronline.com">www.custeronline.com</a>
	<a href="http://www.navbus.com">www.navbus.com</a>
	<a href="http://www.travisschool.com">www.travisschool.com</a>
	<a href="http://www.sbi-omaha.com">www.sbi-omaha.com</a>
	<a href="http://www.lmcinc.com">www.lmcinc.com</a>
	<a href="http://www.leecompanyinc.com">www.leecompanyinc.com</a>
	<a href="http://www.sharpschoolservices.com">www.sharpschoolservices.com</a>
	<a href="http://www.frankcooney.com">www.frankcooney.com</a>
	<a href="http://www.blankenshipassociates.com">www.blankenshipassociates.com</a>
	<a href="http://www.interiorsystemsinc.com">www.interiorsystemsinc.com</a>
	<a href="http://www.va-school.com">www.va-school.com</a>
	<a href="http://www.bramesspecialty.com">www.bramesspecialty.com</a>
	<a href="http://www.deltagraphic.com">www.deltagraphic.com</a>
	<a href="http://www.pemcofurniture.com">www.pemcofurniture.com</a>

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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

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

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

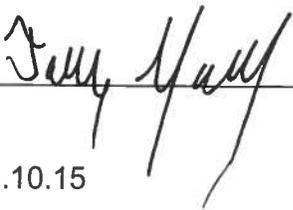
**Vendor Name:** Fleetwood Group

**Vendor Address:** 11832 James St. Holland, MI 49424

**Vendor E-mail Address:** tobby@fleetwoodgroup.com

**Vendor Telephone:** 800-257-6390

**Authorized Company Official's Name:** Toby Yarwasky

**Signature of Company Official:** 

**Date:** 8.10.15

References
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**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Millcreek Township SD	Erie	PA	Jim Orloff	814-835-5403
Charleston County SD	Charleston	SC	Tamika Yeadon	843-566-8138
Design 39 Campus	San Diego	CA	Sonya Wrisley	858-676-6639
Holland Christian Schools	Holland	MI	Dale Scholten	616-820-2805
Sarasota SD	Sarasota	FL	Joann Joyce	941-486-2183
Rockford Public School	Rockford	IL	Annie Egler	815 966 3010
Fort Wayne Public Schools	Fort Wayne	IN	Rod Rathge	260 467 2065
Council Bluffs Schools	Council Bluffs	IA	Staci Pettit	712 328 6406



## Fleetwood Group Furniture Full Lifetime Warranty

Fleetwood has long been known as the highest quality and reliability option in the school furniture market. Furniture from Fleetwood Group provides unparalleled life-cycle service. Based on our extensive manufacturing experience since 1955 we can offer you the following warranty:

*The Fleetwood Group Furniture Full Lifetime Warranty is our assurance to you, the original owner, that when you purchase any of the full line of Fleetwood made-in-the-USA furniture – from early learning, to student tables, to mobile cabinets, to library, to administration, to technology, to science room, to Illusions™ mobile case goods, to Harmony™ instrument storage, to Learning Walls™ – it will be free from defective material or workmanship for the life of the product.*

In the unlikely event that any Fleetwood furniture product or component covered by the *Fleetwood Group Furniture Full Lifetime Warranty* fails under normal use as a result of defective material or workmanship, Fleetwood Group promises to repair it. If we are unable to repair it, we will replace it with comparable product.

### **What does the *Fleetwood Group Furniture Full Lifetime Warranty* cover?**

This warranty covers product manufactured after January 1, 2012. All Fleetwood Group furniture product lines, materials, and components are covered by the *Fleetwood Group Furniture Full Lifetime Warranty* with very few exceptions as noted below

## Things NOT covered by a Fleetwood Warranty:

There are some exclusions to the *Fleetwood Group Furniture Full Lifetime* warranty

- ☒ Customer specified materials not ordinarily provided by the Fleetwood Group.
- ☒ Customer specified accessories not ordinarily provided by the Fleetwood Group.
- ☒ Color-fastness or matching of colors, wood grains, or textures occurring in wood or other materials that naturally exhibit inherent color and texture variations.
- ☒ Modifications or attachments to the product that are not approved by the Fleetwood Group and product failures resulting from any such modifications.
- ☒ Normal product wear and tear, which is to be expected over the course of ownership.
- ☒ Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- ☒ Products used for rental purposes.

## What do I do if I think I have a covered warranty issue?

Our Fleetwood Group dealers are our partners in providing you full sales and service support. Your first call is to your Fleetwood Group furniture dealer. If you are unsure who your dealer is, please contact the Fleetwood Group Customer Care Specialists at 800-257-6390.

**We are delighted to have you as a customer!** It is our goal that you are fully satisfied with your Fleetwood Group furniture and enjoy long reliable use. This warranty seeks to assure you that we will stand behind the products we provide. Thank you for your business!

PLEASE NOTE: AS AN OWNER OF FLEETWOOD GROUP PRODUCTS, THE WARRANTY AS OUTLINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. TO THE EXTENT ALLOWED BY LAW, THE FLEETWOOD GROUP, INC. MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FLEETWOOD GROUP, INC. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.



## Fleetwood Group, Inc. Corporate Overview

- In business since 1955 – 60 years!
- Founded on two ideas:
  - School furniture should be mobile/flexible
  - Build a God honoring business with a philanthropic purpose
- Annual Sales: \$25 Million
- Debt Free – Financially Strong
- Plant & Offices Located in Holland, MI (120,000 ft<sup>2</sup>)
- 120 employees – 100% Employee Owned (ESOP)
  - National ESOP of the Year 2006
  - *Wall Street Journal* Top Small Workplaces Award – 2009
- Regional Customer Support: Ben Vardeh (SE), Toby Yarwasky (NE), Tom Hendrikse (NC), Jerry Kortman (W)
- UL GreenGuard GOLD Certified
- Corporate Green Team continuous improvement
- QCDS Focus - Quality / Cost / Delivery / Service
- **Corporate Characteristics:**
  - Longevity – since 1955
  - Moral Compass – “Do right and risk the consequences”
  - Dedication – we act like we own the place, because we do!
  - Innovation – Constantly developing new products & improving current ones
    - Leader in Product Concept Development (11 Patents/12 Applications)
    - *Illusions™* & *Learning Walls™* are some of the results
  - Customer Focus:
    - Best in class Customer Care
    - Best in class on-time delivery
    - Best in class warranty (lifetime)
    - > 35% of sales are Customs, or Specials
  - Financial Strength – solidly profitable / debt-free (here for the long-haul!)
  - Business Diversity – Furniture & Electronics
- **Fleetwood Capabilities:**
  - Mobility = Classroom Flexibility
  - Innovation = Working with customers to create Solutions
  - CAD Drawings & Renderings – Support for Room and School layout
  - Operations – Engineering on site; Manufacturing – steel, paint, wood, assembly on site
  - On-time Delivery – it will ship on time, every time
  - Lifetime Warranty – because of Design Excellence & Component & Product Quality





**Department of Licensing and Regulatory Affairs**

**Lansing, Michigan**

*This is to Certify That*

***FLEETWOOD GROUP, INC.***

*was validly incorporated on July 2, 1951, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 20th day of February, 2013.*

*[Signature]* Director

*Bureau of Commercial Services*



*Christ centered, Employee owned*

**RESTATED ARTICLES OF INCORPORATION**  
**OF**  
**FLEETWOOD GROUP, INC.**

The following Restated Articles of Incorporation are executed by the undersigned corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended.

1. The present name of the corporation is Fleetwood Group, Inc.
2. The corporation identification number (CID) assigned by the bureau is 016-336.
3. The only former name of the corporation is: Fleetwood Furniture Company
4. The date of filing the original Articles of Incorporation was July 2, 1951.

*The following Restated Articles of Incorporation supersede the original Articles of Incorporation, as heretofore amended, and shall be the Articles of Incorporation of the corporation.*

**ARTICLE I.**

The name of the corporation is **Fleetwood Group, Inc.**

**ARTICLE II.**

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Michigan Business Corporation Act.

**ARTICLE III.**

The total authorized capital stock of the corporation shall consist of a total of One Million Six Hundred Thousand (1,600,000) shares of a single class of common stock, no par value per share. Each share shall be equal to every other such share.

**ARTICLE IV.**

The address of the registered office, which is the same as the mailing address is 11832 James Street, Holland, Michigan 49424. The name of the resident agent is Douglas C. Ruch.

**ARTICLE V.**

When a compromise or arrangement, or a plan of reorganization of the corporation, is proposed between the corporation and its creditors, or any class of them, or between the corporation and its shareholders, or any class of them, a court of equity jurisdiction within the

state, on application of the corporation, a creditor or shareholder thereof, or a receiver appointed for the corporation, may order a meeting of the creditors, or class of creditors, or of the shareholders, or class of shareholders, to be affected by the proposed compromise arrangement, or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise, arrangement or to a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders, and also on the corporation.

#### **ARTICLE VI.**

The holders of the issued and outstanding common stock of the corporation shall have the preemptive rights to purchase, ratably according to their respective holdings, any shares of any class of the corporation hereafter issued, whether voting or nonvoting, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares. Shares which have been offered to shareholders having preemptive rights under this Article, and which have not been subscribed for by them within the time and upon the terms fixed by the Board of Directors, may thereafter be offered for subscription or sale to any other person or persons at such prices and upon such terms as are not less favorable to the corporation than those at which such shares were offered to shareholders having preemptive rights.

#### **ARTICLE VII.**

No stock in the corporation shall be issued to a person who is not already a stockholder or an employee of the corporation.

#### **ARTICLE VIII.**

The Board of Directors shall be divided into two (2) classes, one (1) class of Inside Directors and one (1) class of Outside Directors, respectively. The Class of Inside Directors shall consist of three (3) Inside Directors, and the Class of Outside Directors shall consist of five (5) Outside Directors. The members of the Class of Inside Directors shall be divided into three (3) subclasses each consisting of one (1) Inside Director, the term of office of the member of the first subclass to expire at the first annual meeting of shareholders after his election, the term of office of the member of the second subclass to expire at the second annual meeting of shareholders after his election, and the member of the third subclass shall be the President of the corporation whose term shall be perpetual. At the expiration of each of these initial terms, each subclass of the Class of Inside Directors will thereafter be elected to four-year terms. The members of the Class of Outside Directors shall be divided into three (3) subclasses, the first two (2) such subclasses consisting of two (2) Outside Directors and the third such subclass consisting of one (1) Outside Director, the term of office of those of the first subclass to expire at the first annual meeting of shareholders after their election, the term of office of those of the second subclass to expire at the second annual meeting of shareholders after their election, and the term of office of the member of the third subclass to expire at the third annual meeting of shareholders after his election. At the expiration of each of these initial terms, each subclass of the Class of

Outside Directors will thereafter be elected to three-year terms. In addition, ex officio members of the Board may be appointed in accordance with the Bylaws of the Corporation.

#### **ARTICLE IX.**

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, except for liability: (a) for any breach of the director's duty of loyalty to the corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) resulting from a violation of section 551(1) of the Michigan Business Corporation Act; (d) for any transaction from which the director derived an improper personal benefit; or (e) for any act or omission occurring prior to the date of the approval of this Article. In the event the Michigan Business Corporation Act is amended after the approval of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Michigan Business Corporation Act, so amended. Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal, modification or adoption.

#### **ARTICLE X.**

Directors and officers of the corporation shall be indemnified as of right to the fullest extent now or hereafter permitted by the Michigan Business Corporation Act (or other law) in connection with any actual or threatened civil, criminal, administrative or investigative action, suit or proceeding (whether formal or informal and whether brought by or in the name of the corporation, a subsidiary or otherwise) arising out of: (a) any actual or alleged act or omission at any time as a director or officer of the corporation, a subsidiary, or any organization for which the person is serving at the request of the corporation; or (b) their past, present or future status as a director or officer of the corporation, a subsidiary, or any organization for which the person is serving at the request of the corporation. Persons who are not directors or officers of the corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the board of directors of the corporation. The provisions of this Article shall be applicable to directors and officers who have ceased to render such service and shall inure to the benefit of their heirs, executors, and administrators. The right of indemnity provided herein shall not be exclusive, and the corporation may provide indemnification to any person, by agreement or otherwise, on such terms and conditions as the board of directors of the corporation may approve that are not inconsistent with the Michigan Business Corporation Act (or other law).

5. These Restated Articles of Incorporation were duly adopted by the written consent of all the shareholders entitled to vote in accordance with the provisions of Sections 407(3) and 642, Act 284, Public Acts of 1972, as amended, effective as of January \_\_\_\_\_, 2006.

[SIGNATURE PAGE FOLLOWS]

Signed this 10th day of April, 2006.

**FLEETWOOD GROUP, INC.**

By: 

Its: President

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