

VENDOR CONTRACT

Between Xpress Office Products, Inc. and

(Company Name)

aka/ BRENHAM OFFICE SUPPLY

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

OFFICE AND SCHOOL SUPPLIES

#03062515

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.

Contract – OFFICE AND SCHOOL SUPPLIES

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 OFFICE AND SCHOOL SUPPLIES 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 One Percent (1%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 1% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 1% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 1% is mailed. Failure to pay 1% participation fee will result in termination of contract.

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 03062515". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

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

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

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

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

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

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

Contract – OFFICE AND SCHOOL SUPPLIES

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	Mrs. Kim Thompson Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	03062515 Addendum 1	Floor/Room		Floor/Room
Title	Office and School Supplies	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 929-4402	Fax
Issue Date	04/02/2015	Email	bids@tips-usa.com	Email
Close Date	5/15/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Brenham Office Supply
 Address 304 W. Main St.
 Brenham, TX 77833
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (979) 8365221
 Fax 1
 Email
 Submitted 5/15/2015 6:44:19 AM CT
 Total \$0.00

Signature Wayne Bartkowiak

Email wayne@brenhamofficesupply.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

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.	Yes
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.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Brenham
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	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
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	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
12	Yes - No	Pricing submitted includes the 1% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 1% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	1
16	Years Experience	Company years experience in this category?	53
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19	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.)	Brenham Office Supply - Office Supplies, Office Furniture - Technology Supplies - Janitorial Supplies - Breakroom products and Supplies (800) 257-2677
20	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.	No
21	Primary Contact Name	Primary Contact Name	Wayne Bartkowiak
22	Primary Contact Title	Primary Contact Title	Vice President
23	Primary Contact Email	Primary Contact Email	wayne@brenhamofficesupply.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	979-836-5221
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	979-830-1944
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Karen Bartkowiak
28	Secondary Contact Title	Secondary Contact Title	President
29	Secondary Contact Email	Secondary Contact Email	karen@brenhamofficesupply.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	979-836-5221
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	979-830-1944
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Wayne Bartkowiak
34	2% Contact Email	2% Contact Email	wayne@brenhamofficesupply.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	979-836-5221
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Wayne Bartkowiak
38	Purchase Order Contact Email	Purchase Order Contact Email	sales@brenhamofficesupply.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	979-836-5221
40	Company Website	Company Website	www.brenhamofficesupply.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	
42	Primary Address	Primary Address	304 W. Main
43	Primary Address City	Primary Address City	Brenham
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	77833

46 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.)

Office Supplies, Office Furniture, Adhesives, Lubricants, Arts and Crafts, Batteries, Battery Chargers, Beverage Supplies, Beverages, Binders, Binding, Lamination, Marker Boards, White Boards, Easels, Business Cases, Business Forms, Record Keeping Forms, Can Liners, Trash Bags, Index Cards, Card Storage, Cash Handling, Chair Mats, Classroom Supplies, Cleaning Chemicals, Cleaning Equipment, Clips, Rubber Bands, Computer Accessories, Computer Cleaning Supplies, Computer Ergonomics, Computer Speakers, Consumer Electronics, Credenzas, Hutches, Copy Paper, Cut Sheet Paper, Data Storage, Dated Goods, Desk Accessories, Desks, Workstations, Drafting Supplies, Lighting, Breakroom Appliances, File Cabinet Accessories, File Cabinets, Specialty File Cabinets, Filing, File Accessories, Fire Files, Gas Safety, Water Safety, First Aid, Floor Care, Food Preparation, Food Products, Furniture Accessories, General Office Supplies, Glues, Adhesives, Indexes, Sheet Protectors, Industrial Chemicals, Inkjet, Toner, Input Devices, Kitchen Supplies, Labels, Badges, Literature Files, Maintenance Equipment, Material Handling, Media Storage, Medical, Mobile Charging, Networking, Odor Control, Office Electronics, Computer Accessories, Packaging, Shipping Supplies, Mailing Supplies, Panels, Panel Accessories, Paper Products, Personal Care, Personal Protection Equipment, Plumbing, Presentation Equipment, Printers, Scanning Devices, Record Storage, Report Covers, Ribbons, Thermal Supplies, Scissors, Knives, Trimmers, Seating, Security, Shredders, Spill Control, Stapling, Punches, Sticky Notes, Sticky Flags, Storage, Storage Shelving, Table Top, Disposable, Table Top, Reusable, Tables, Tablet Accessories, Cell Phone Accessories, Tape, Tools, Hardware, Towels, Tissues, Traffic & Pedestrian Safety, Warranties, Software, Washroom Fixtures, Washroom Supplies, Waste Receptacles, Writing Instruments, Trash Cans, 3M, MMM, Avery, Universal, HON, Alera, BIC, Pilot, Pentel, HP, Hewlett-Packard, Hewlett Packard, ACCO, At-A-Glance, Quartet, GBC, Swingline, Acme, Balt, Bostich, Brother, Boardwalk, Bush Furniture, BBF, Basyx, C-Line, Clorox, Canon,

Cosco, Cardinal, Dart, Dixie, Deflecto, Dial, DMI, Duracell, Dymo, Epson, Eveready, Fellowes, Fireking, Folgers, Fiskars, GoJo, Hammermill, House of Dolittle, Iceberg, Innovera, Kimberly Clark, Kennington, Lexmark, Mayline, Nestle, Okidata, Pacon, Papermate, Pendeflex, Proctor and Gamble, PMC, Reckitt Benckiser, Rubbermaid Commercial, Rediform, Ricoh, Rolodex, Saftco, Samsill, Sanford, Dart Solo, Sealed Air, Smead, Time Mist, TOPS, Virco, Wiulson Jones, Xerox, Zebra

47 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 Funds Over \$100,000 Certification 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

Line Items

Response Total: \$0.00

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

XPRESS OFFICE PRODUCTS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 18-NOV-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

Certificate/VID Number: 1260709210800
File/Vendor Number: 60108
Approval Date: 14-NOV-2011
Expiration Date: 14-NOV-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms and provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO

 5/15/2015

Signature of Authorized Company Official Date

Wayne Bartkowiak

Printed Name of Authorized Company Official

Brenham Office Supply

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES ^{WB} _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES ^{WB} _____ Initial of Authorized Company Official

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 Lobbing," 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.

Brenham Office Supply

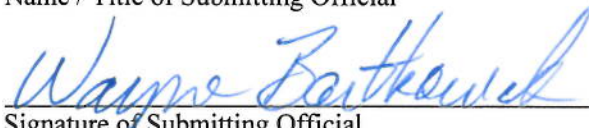
Name of Organization

304 W. Main St.

Address of Organization

Wayne Bartkowiak / Vice President

Name / Title of Submitting Official



Signature of Submitting Official

5/15/2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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 ^{WB} _____ Initial of Authorized Company Official

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

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES ^{WB} _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO ____ Initial of Authorized Company Official

YES ____ Initial of Authorized Company Official

Company Official: _____

Company: _____

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: Brenham Office Supply
Mailing Address: 304 W. Main
City: Brenham
State: TX
Zip: 77833
Telephone Number: (979) 836-5221
Fax Number: (979) 830-1944
Email Address: wayne@brenhamofficesupply.com
Authorized Signature: Wayne Bartkowiak
Printed Name: Wayne Bartkowiak
Position: Vice President

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.

Blende McNaught 6-25-15
TIPS Authorized Signature Date

David Wayne Fitts 6-25-15
Approved by Region VIII ESC Date

References for Brenham Office Supply

**** 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
Prairie View University	Prairie View	TX	Jim Nelms	936-261-1932
Blinn College	Brenham	TX	Patricia Lange	979-830-4176
Brenham ISD	Brenham	TX	Sissi Wellman	979-277-3700
Burton ISD	Burton	TX	Amy Jozwaik	979-289-0715
City Of Brenham	Brenham	TX	JoAnne Hynes	979-337-7560
Washington County Clerk	Brenham	TX	Beth Rothermel	979-277-6200
Grimes County Treasurer	Brenham	TX	Janice Trant	936-873-4416
Waller County District Attorney	Hempstead	TX	Peggy Sanders	979-826-7718

Executive Summary

The Benefits of Doing Business with Brenham Office Supply, an Independent Office Products Company

As Brenham Office Supply (BOSS) celebrates its 53rd year in business (7 years under current ownership), there have been many industry changes, some for the good, others not. BOSS is not bound by a corporate philosophy that stresses a “cookie cutter approach” and does not convey the message that “we know how to do things better than the client”, rather, we respond to all situations with accuracy, competitive pricing, a positive sense of urgency and flexibility, while realizing no two customers are the same and do not fit into a “box”. All decisions that we make are made **locally**, with BOSS’ ownership **on-site**. Any problem resolution is expedited **locally**. This ensures concise problem resolution and that questions are answered in a timely manner, so our customer’s employees can remain productive. We also offer a full menu of products and services which highlight our flexibility to serve our customers.

- Traditional Office Products
- Printing Services
- Break room and Beverage products
- Cleaning and Hygiene products
- Ink & Toner Supplies
- Full service Furniture Program, including layout, assembly and installation
- Promotional Products program
- Computer Accessory
- Business Machines
- Software Products
- Proprietary Stocking program
- Managed print program for laser printers, including repair and service
- Green Products and Recycling programs

Brenham Office Supply offers many additional features that bring real savings to your bottom line.



Value Added Products and Programs

Printed Catalogs



Brenham Office Supply utilizes our “Everything For The Workplace” full line catalog offering over 25,000 products. It contains office furniture, general office supplies, cleaning and Breakroom supplies, business technology products and more!

BOSS uses the expertise of multi-billion dollar suppliers and manufacturer’s resources to plan an easy, accessible, user-friendly catalog format. The catalog is structured in an alphabetical category format for ease of look up.

BOSS has found that even in today’s electronic environment, many purchasers still appreciate and feel comfortable with a paper reference resource. The “Everything For The Workplace” catalog is a reference catalog containing approximately 25,000 items. The benefit to utilizing this catalog is that users will most likely find, due to its size, the product they are searching for, thus saving time seeking other sources to fulfill their product requirement.

BOSS can fulfill over 25,000 items for quick delivery utilizing a combination of our own inventory as well as our network of regional supplier distribution warehouses. There is virtually no item we cannot obtain for you. There is over \$50,000,000 of inventory at our regional supplier locations within Texas that BOSS utilizes for fulfilling orders. On a national level, the inventory value is in excess of \$500,000,000 to fulfill orders. **Our pricing has integrity that you can count on.**

BOSS features over 3,000 “house brand” products. Our house brands include: Universal, Alera, Boardwalk, and Innovera. These items drive cost savings and are designed to be the most cost effective items.

Rebates

Brenham Office Supply provides an easy access to manufacturers’ rebates, promotions and points programs. This information can be found at the BOSS website home page (www.brenhamofficesupply.com) under the “Rebate” section.

Product Research

BOSS provides product offering far beyond many office supply companies. Our normal office supply distribution system allows for approximately 25,000 items to be delivered to you on a next business day basis. Beyond those 25,000 supply items an additional 200,000+ “office supply” items are available with further lead time. We can source from literally millions of additional items through our sourcing efforts. Our philosophy is to provide you with as many products as possible to reduce your costs.

Additionally BOSS can provide complete online catalog content in electronic format for 25,000+ items including extended descriptions, product photos, product origin, packaging information, multiple levels of product classification, weight, MSRP, MSDS data, recycled notation, UNSPSC, and several other data fields. This data is predominately utilized by Oracle, SAP, PeopleSoft, Ariba, J.D Edwards and Perfect Commerce ERP systems.

Needs Assessment & Consultation Services

We help our customers choose products and services that save money and best fulfill their expectations. Easy access to customer service and product specialists saves time and frustration for customers.

Departmental Programs

Wrapping and packing complete orders individually by department, or cost center. This saves considerable time on order distribution for customer staff.

Custom Delivery and Packaging

We can package products to meet your specifications. We can deliver to a variety of locations as well as providing end user distribution via “desk-top” delivery as needed.

Departmental Accounting

We offer departmental accounting for order placement, tracking, payment and reporting. This is a valuable tool for allocating costs for each department as well as tracking specific usage to the end-user level.

On Demand Reporting

We realize that consistent, accurate communication can enhance a business partnership and facilitate success. BOSS can customize reporting to review usage that our customers want to be monitored. This will allow the partnership to reduce costs as well as improve accuracy of the orders BOSS processes.

Consolidate Spend

Brenham Office Supply is most effective when our customers use us as a sole source for all office related products. We provide a complete selection of incremental services that start with BOSS becoming our customer’s warehouse, distributor to the end user, as well as and a special product buyer. We go beyond the traditional office supplies channel to be a more complete supplier. In doing so we provide a service that allows a cost reduction by decreasing the number of vendors while providing the highest quality products and services through a streamlined procurement process.

Customer Service and Account Management

Sales Representation

Brenham Office Supply has a dedicated sales representative for our customers and two customer service representatives, located in our Brenham office. Our sales representative is available for personal visits to ensure each user is completely satisfied with their office supply purchases and to aid with any questions that need to be addressed.

BOSS provides wireless technology to aid our Sales Team in responding to our customer needs. Additionally, BOSS has invested in our technology infrastructure to provide seamless information flow. Our Sales Team has the ability to connect from remote locations to our enterprise system to remain effective for clients.

Customer Service

BOSS provides a Brenham-based customer service team to provide assistance for our customers. Our Customer Service Team has many years of combined experience to effectively handle any situation. While working with your sales representative, the customer service team is empowered to address and solve most issues that may arise.

BOSS is able to resolve over 95% of customer requests in a single contact. There are unique instances, i.e. product research that will require more than a single contact. Regardless of the number of contacts, our customer's requests will be handled promptly and effectively, with minimal disruption.

BOSS is able to monitor and audit all functions of our on-line ordering site, **locally** in Brenham. As your **local**, independent office products company, all decisions are made locally and all issues resolved in a prompt manner. Once the account parameters are established, there is minimal intervention that is needed to take place to service our customers. The strength of our company is its responsiveness to your needs and the attention to your timelines.



Buy Local

We encourage our customers to buy local through Brenham Office Supply. There are valuable benefits to buying from local businesses that positively affect various aspects of your life including:

Economic, Social, Value, Environmental, Governmental

Money Spent Here, Stays Here. When you buy from locally-owned businesses, such as BOSS, more money is used to make purchases from other local business and service providers. The money circulates and is spent and re-spent in the community, benefiting everyone who lives there.



Local businesses provide a strong foundation for the community - taxes, fees, and other assessments. These fees support public services, education, parks, and other essential community programs. Chain stores are often granted tax subsidies and other preferential treatment that reduce their contributions to the local community.

Job Creation - Buying Local Creates and Sustains Jobs. Small businesses are the largest employer nationally and provide the most new jobs to local residents. A chain store may create new jobs, but numerous studies indicate they displace more than one job for each job created.

Freedom of Choice

Our freedom of choice is greatly diminished without a vibrant local business community. Even though a big chain outlet may have a broad product offering, independent businesses create greater diversity and options.

Social Impact

Non-profit organizations receive an average 250% greater support from local business owners than they do from non-locally owned businesses. When you shop local, you're supporting the businesses that support local churches, schools, charities, youth groups, sports programs and more.



Community Character

Supporting local independent businesses preserves the character and uniqueness of the community. It encourages entrepreneurial spirit which attracts new commerce and creates new jobs.

Economic Impact

Local Businesses:

- Keep more money in our community
- Contribute more to the local tax base
- Create more jobs
- Ensure choices and foster competition
- Support local charities and community causes
- Preserve what makes our community special



Electronic Commerce

Brenham Office Supply has one integrated computer system, ensuring reliability and yielding seamless accurate transactions for all your locations. Our on-line ordering system is the hottest ordering tool available. This has proven to be an invaluable tool and reduces process cost. These costs are reduced through the use of the many tools that the system offers. Some of the features that make it simple and efficient to use:

Below is a list of many Features and Benefits for our On-line ordering system.

- **Full color product photos and full catalog descriptions**
 - The benefit to viewing full color photos and descriptions assists users to order the correct item the first time thus reducing time and effort.
- **Product searches by category, manufacturer, stock number or keyword.**
 - The benefit of product searches by category, manufacturer, stock number or keyword is that the requisitioners spend less time researching items to order which saves our customers money.
- **Refine searches utilizing product specific attributes such as prices, brand and category, unit of measure, Minority or Women manufactured products, recycled etc.**
 - The benefit of advanced search is that the requisitioners spend less time researching items to order which saves our customers money.
- **Search by partial item number.**
 - The benefit of partial item number enables the requisitioner to save valuable time by placing their order accurately and quickly.
- **Search results displayed by Brand and Item number.**
 - The benefits of a robust search engine yields minimal time spend ordering office products while viewing the correct product choice that is purchased correctly the first time.
- **My Favorites lists for each user**
 - The benefit of My Favorite's lists per user allows improved order accuracy and greatly reduces the amount of time entering an order.
- **Suggests companion items, similar items, or accessories.**
 - The benefit of viewing companion items, similar items, or accessories reduces the amount of time searching for additional items that may needed or easily forgotten when placing an order.



- **Printer-friendly account and product information.**
 - The benefit of a printer-friendly account or product information is assists in record keeping and/or aid in making the correct purchasing decision thus saving wasted time in searching for the proper documents.
- **Rapid Order entry option.**
 - The benefit of the Rapid Order Entry option saves valuable time in ordering office products and provides more usable employee time for our customers.

Rapid Order

DESCRIPTION	PRICE	QTY	ITEM TOTAL
No products in the cart!			

Quick Add Item:

<input type="text"/>	x	<input type="text" value="1"/>	<input type="button" value="ADD TO CART"/>	<input type="button" value="SEARCH"/>	Subtotal: \$0.00
Item Number		Qty			Tax: \$0.00
					Total: \$0.00

- **Site Tutorial Videos**
 - The benefits of Site Tutorial Videos allow help for users to quickly access needed assistance for specific topics on the ordering site.

Site Tutorials

TUTORIAL	TUTORIAL LENGTH
Overview	1:22
Search and Browse	2:19
Personal Items	2:04
Rapid Order	1:06
Saving Orders	1:48
Checkout	2:18
Recent Orders	1:08
Reports	2:24
My Account	1:58
Item Details	2:41

- **Familiar image icons to help navigate options, results and tasks**
 - The benefit of Familiar image icons to help navigate options, results and tasks yields less time spent in the ordering process. (i.e. Recycled logo, UPS logo etc.)

- **Navigation links**
 - The benefit of Navigation Links allows you to quickly and easily retrace your steps.
- **Save Carts**
 - The benefit of Saving Carts reduces the number of shipment and invoices that are generated. We highly encourage less frequent orders that are larger in size which will reduce the time our customers spends reconciling invoices.

SAVED CARTS (1)			
ORDER NAME	ITEMS	TOTAL	ACTIONS
8/25/2014 9:48 am	1	\$105.99	Please Choose ▾

- **Unlimited users and departments.**
 - The benefit of unlimited users and departments speaks to the open architecture that our system is built upon. Brenham Office Supply can design a program “customized” to your needs and expectations thus allowing for proper management controls over ordering products.
- **E-mail order confirmation and Email notification for orders needing approval.**
 - The benefit of an E-mail order confirmation and notification allows the requisitioner to know the order status.
 -

From: customerservice@brenhamofficesupply.com [mailto:customerservice@brenhamofficesupply.com]
Sent: Friday, August 1, 2014 4:52 PM
To: Jane Doe
Subject: Brenham Office Supply - Order #561956 Submitted

Hello Jane Doe,

Thank you for submitting your order. Your order number is 561956.

Thanks,

Brenham Office Supply
304 W Main Street
Brenham TX 77833-3659

Phone: 979.836.5221
Toll Free: 800.257.2677
Fax: 979.830.1944

- **Controls for requisitioning, purchasing authorization and up to ten (10) order approval levels.** The system can place ordering controls on item dollar spend in a variety of ways.
 - The benefit of Controls for requisitioning, purchasing authorization and multiple approval levels allows our customers visibility into requisitioner’s orders and allows orders to be edited, deleted or change per the Approver’s authority.

- **Customer Specific Messages**
 - Users can "flip" through the messages and news displayed upon site login.
- **Request a return / pick-up of merchandise on line.**
 - The benefit of requesting a return / pick-up of merchandise on-line creates and audit trail for the requisitioner and accounts payable. It also reduces the amount of time processing returns by providing an easy and quick format for return entry.

What would you like to do?:
 Send a general comment or question
 Return items
 Request a catalog
 Notify us about a shortage

Name:

Customer/Organization:

Email:

- OR -

Phone:
Include area code

Order Date:

Invoice Number:

Return:
 Return entire order (describe reason below)

- OR -

Return partial order

QUANTITY	ITEM	REASON FOR RETURN
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please indicate below where you would like us to pick up the merchandise.

- **Track department budgets and restrict orders exceeding any preset dollar amount as directed by each customer.**
 - The benefit tracking budget and restricting orders exceeding preset dollar amounts allows users to control their spend
- **Multiple ship-to records for users**

- The benefit of multiple ship-to records allows for users to use a single logon to order for different addresses thus reducing the time spent entering orders.

Additional On-line ordering features include:

Customer Pricing

Line Item Notes

Order Notes

Organized My Favorites by user named groups

Item Comparison Feature

Rate This Item Feature

Email this Item to a Colleague

English or Spanish language compatible

On-line Suggestion Box

Cost Centers can be utilized at the Ship-to Address, End User or Blanket PO level.

Blanket POs can be utilized at the Ship-to Address, End User or Blanket PO level.

Automatic send invoices to the Accounts Payable Representative Email

Ordering web pages are protected by 128 bit encryption.

Order Processing

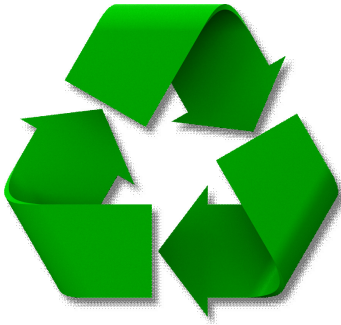
During normal business hours, BOSS interacts with our customer using our local Customer Care Team. This may involve product research, order entry, requests for product return, order expediting, problem resolution or any other request that may arise.

BOSS owns our fleet of delivery vehicles and employs our own delivery specialist. We also have the service ability to provide same day expedited delivery when the need arises.

Each order will match the customer's purchase order and there will be no deviations in quantities listed. All boxes and packages will be labeled with our customer's information.



Green Products



BOSS features over 10,000 items that are designated as “recycled” and several thousand additional items designated as “Green”. In our catalogs, icons are placed next to recycled and green items. These items are annotated in our on-line ordering system using the recycled emblem.

We can explore opportunities and ways to incorporate green and recycled items into our customer’s program. BOSS works with our customers to select and highlight green items as desired. We can also discuss each customer’s GREEN objectives and program goals regarding green products.

Reducing Prices Based on Total Cost of Ownership



We believe we have the most favorable program due to our emphasis on the cost of the overall process. BOSS is continuously involved with process cost reduction, in both our customer's process costs and our internal costs as well. We use business reviews to monitor and measure the success of each step of the process. This allows our customer and BOSS to understand the effectiveness of the overall program in relationship to the desired performance expectations. From the assortment of options that BOSS offers, we can customize programs based upon your specific objectives.

In a review of any customer vendor relationship, at some point it always gets down to basics: just what is the name of the game? Not surprisingly, both vendor and customer usually have the same goal in mind – *get the most satisfaction for each sales dollar.*



The vendor is looking for a stable relationship that yields a regular source of profitable sales dollars without involving undue amounts of stress, hassle and time or excessive paperwork. The customer is looking for a dependable source of goods and services provided at a competitive price. In addition, the customer also wants a vendor who can deliver without involving them in undue stress, hassle or excessive paperwork. Strange isn't it? We both want to avoid the same thing. Why, because it is very costly to both customer and vendor to deal with inconveniences. **Therefore, the real issue for both parties is not the price of the goods exchanged but the cost of the relationship.**

Surveys by the National Office Products Association show that office supplies account for only about 3% or less of the total expenditures for an office. The real cost related to office supplies is the overhead in dealing with them, not in the actual cost of goods. The extent to which a customer is involved in ordering, receiving, distributing, tracking, returning, and paying for products has little to do with the price vendor charges. However, it does have an enormous impact on the ultimate end cost of the goods to the customer.

Therefore, the real savings for the customer is having well thought out controls that are carefully monitored and are implemented in partnership with a vendor shipping orders error-free and complete every time. Every time a vendor mis-fills an order, issues a credit, or just loses an order, the customer has to become involved in the procurement process again, adding additional expense. Every variation

from the ideal of one order ... one shipment ... one piece of paper will usually cost three times as much to handle as an order that was shipped complete and correct the first time. Every variation – be it in shipping, etc. adds more to the procurement cycle, or adds more cycles to the system, adding additional costs to the partnership.

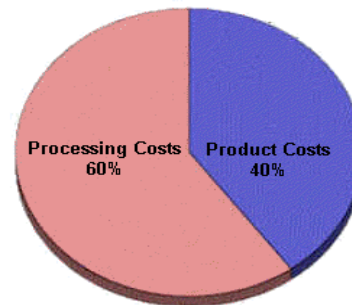
The same idea holds true when the vendor shifts some of the procurement burdens over to the customer. An undue amount of time spent in the procurement process is an unnecessary diversion of energy from the mission of the organization. In other words, if you have to do part of their job, then you obviously do not have time to do your job. In essence, your organization is paying you to do your vendor's job!



BOSS has earned the reputation as a quality office product supplier. The key to BOSS' success is servicing our customers and staying focused on total satisfaction for our customers. BOSS maintains a company policy and process of continually looking for a better way of doing things thus increasing the value brought to the relationship.

Minimizing Transaction Costs

BOSS adds value to the procurement process by minimizing the soft costs associated with each transaction. BOSS offers many options in the eight steps of the procurement process. This flexibility allows our businesses to fully integrate and successfully minimize the costs associated with each step. The steps in which we provide services are illustrated in the wheel below:



Most companies concentrate their cost saving efforts on shopping for a lower price on supplies. However, the actual money spent on supplies is less than half their total cost to your organization.

Industry studies indicate that the steps associated with processing an order account for 60% of the total cost of managing and procuring office supplies. BOSS is exceptionally capable of providing you with quality services that will reduce both your processing and product costs. Focusing on the soft dollar costs that our customers expend is the key to reducing their overall cost of acquisition on office products and services. Hard dollar savings are typically a small percentage of the “real” cost of acquisition of office products.

Several of the steps are highlighted in this section to illustrate the services that BOSS offers that minimize the costs associated with the procurement process.

Product Research

BOSS provides product offering far beyond many office supply companies. Our normal office supply distribution system allows for approximately 27,000 items to be delivered to you on a next business day basis. Beyond those 27,000 supply items an additional 200,000+ “office supply” items are available with further lead time. We can source from literally millions of additional items through our sourcing efforts. Our philosophy is to provide you with as many products as possible to reduce your costs.

Additionally BOSS can provide complete online catalog content in electronic format for 27,000+ items including extended descriptions, product photos, product origin, packaging information, multiple levels of product classification, weight, MSRP, MSDS data, recycled notation, UNSPSC, and several other data fields. This data is predominately utilized by **Oracle, SAP, PeopleSoft, Ariba, J.D Edwards** and Perfect Commerce ERP systems.

Disaster Recovery Program



Brenham Office Supply has written a documented business continuity plan to protect our Information Technology infrastructure and protect and recover critical business functions.

Disasters fall into two separate categories, natural disasters, such as weather related events and disasters caused by humans, such as burglaries or accidents. A Safety Committee consisting of Senior Management and Human Resources has developed the following

plan:

Management and Staffing Structure

1. Multiple “point people” capable of coordinating business solely or with their designated key members have been selected.
2. In case of loss of key management staff, even if only temporarily, a plan is in place for transfer of authority.
3. Detailed notebooks with specific job descriptions are available in case staffing positions must be assumed.

Employee Health and Safety Issues

1. Current vaccinations are encouraged for all employees especially in case of pandemic or other biological threat.
2. Personal protective items such as gloves and masks have been assembled as part of our pandemic and “shelter in place” plan.
3. Hygiene supplies for both our employees and our equipment are assembled as they may be in short supply in case of pandemic. Hygiene supplies include facial tissues, hand sanitizer, and antibacterial wipes.
4. Human Resource management has a plan to encourage “sick” employees to stay home. The plan also includes teaching proper “hand washing” techniques as well as the need to “cover your cough”.
5. All management and supervisors are aware of central location of biological protective items and techniques for using them.

Headquarters and Communication Issues

1. Plans are in place for the management team to assemble off-site in case of a pandemic or natural disaster if the event has rendered facilities unsafe.
2. All internal and external communications can be handled off-site using cell phones and offline laptops.
3. The Centers for Disease Control is used as a source of current information concerning pandemic or other biological threats.
4. Communication to employees and customers will be handled from central location by designated management personnel. A “phone tree” plan is in place for supervisors to reach all employees via cell phone and e-mail.
5. Messages for customers and vendors will be handled from a central location via e-mail and phone messages.

Technology and Database Security

1. Nightly backups are done to ensure all management and the sales force can work remotely and have connectivity to continue business.
2. Full system back up occurs each evening to an offsite, secure server. Additionally, our system is backed up on multiple servers and the media stored in remote media safes.
3. The ability to work off site using cell phone, offline laptop, and offline databases is in place.
4. Each PC on the network has antivirus software as well as a scanning schedule in place. All PCs have surge suppressors installed.

Supply Chain and Vendors

1. Alternative supply chains and vendors have been identified in case current suppliers cannot provide products due to pandemic or natural disaster.
2. Contingency plans are in place to continue delivery services.
3. Emergency purchase orders are in place at key vendors.
4. We have emergency power generators in place to continue operations.