

TIPS VENDOR AGREEMENT

Between OFM and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Equipment, Chemicals, Supplies & Service

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

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

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “\$0” or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

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

Agreements

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

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

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 Agreements

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

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Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

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

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

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. 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 records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** 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 Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

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

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

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

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

Novation

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

Site Requirements (Only when applicable to service or job)

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

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

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

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

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement 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 Agreement. 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 three (3) years 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. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

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

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

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

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

Food Service: Equipment, Chemicals, Supplies & Service

Company Name OFM

Address 161 Tradition Trail

City Holly Springs State NC Zip 27540

Phone 800-520-7471 Fax 919-362-4765

Email of Authorized Representative bbreibart@ofminc.com

Name of Authorized Representative Barry Breibart


Title Opportunity Development Manager

Signature of Authorized Representative 

Date 4/24/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date June 22, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com			Contact
Phone	(903) 575-2689	Contact	Sarah Bond, Contracts Compliance Specialist	Department
Fax				Building
Bid Number	170401	Department		Floor/Room
Title	Food Service Equipment, Chemicals, Supplies & Service	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	4/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	5/19/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company OFM LLC
 Address 161 Tradition Trail

 Holly Springs, NC 27540
 Contact Barry Breibart
 Department
 Building
 Floor/Room
 Telephone (800) 520-7471 x164
 Fax (919) 362-4765
 Email bbreibart@ofminc.com
 Submitted 4/24/2017 11:31:35 AM (CT)
 Total \$0.00

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

Signature Barry Breibart

Email bbreibart@ofminc.com

Supplier Notes

OFM stocks furniture for food service. OFM also stocks chrome shelving for kitchen areas.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Furniture and chrome shelving suitable for food service areas. Orders ship within 24-hours of approval.
6	Primary Contact Name	Primary Contact Name	Barry Breitbart
7	Primary Contact Title	Primary Contact Title	Business Development Manager
8	Primary Contact Email	Primary Contact Email	bbreibart@ofminc.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9195860164
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9193624765
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8433247719
12	Secondary Contact Name	Secondary Contact Name	Patty Uhlmann
13	Secondary Contact Title	Secondary Contact Title	Sales Administrator
14	Secondary Contact Email	Secondary Contact Email	puhlmann@ofminc.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005207471
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9193624765
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9195860148
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Patty Uhlmann

19	Admin Fee Contact Email	Admin Fee Contact Email	puhlmann@ofminc.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005207471
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Susan Parker
22	Purchase Order Contact Email	Purchase Order Contact Email	sparker@ofminc.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8005207471
24	Company Website	Company Website (Format - www.company.com)	www.ofminc.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	80-0826414
26	Primary Address	Primary Address	161 Tradition Trail
27	Primary Address City	Primary Address City	Holly Springs
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NC
29	Primary Address Zip	Primary Address Zip	27540
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.)	Tables, chairs, racks, shelving, storage, desks, folding tables
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Holly Springs
34	Company Residence (State)	Vendor's principal place of business is in the state of?	NC
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?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	50%
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?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	22
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?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

Yes

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

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

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

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

58 2 CFR PART 200 (A) Contracts

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

Yes

59 2 CFR PART 200 (B) Termination

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

Yes

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

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- | | | | |
|----|---|--|-----|
| 63 | 2 CFR PART 200 Federal Rule (12) | <p>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)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 64 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

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

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Green Hope High School	Karen Summers	greenhopehigh@wcpss.net	919.380.3700
Lenior Development Center	Lisa Powell	lisa.powell@ncdps.gov	252.522.8202
Stevens High School, San Antonio	Tonya Miranda		210-397-6489
Clint ISD, El Paso	Donna Cline		915-937-1200
Sales are through resellers, and this is the contact information for the ship-to provided to OFM.			

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Resellers - Dealers									
Zimmerman School Equip	7335 Havens Corners Rd	Blacklick	oh	43004	Steve Zimmerman	stevezimmerman24@ya	614-861-6383		http://www.zimmermanschoolequipment.com/
Continental Office Envir	5061 Freeway Dr	columbus	oh	43229	Quinn Gibson	qgibson@continentaloffi	614-262-5010		http://www.continentaloffice.com/
The Bradely Company	5164 Sinclair Road	columbus	oh	43229	Adam Bradley	abradley@thebradleycor	614-847-6020		
Harris Work Systems	11530 SW Tiedeman Ave	Tigard	OR	97223	Colleen Harris	colleenh@harrisworksyst	503-643-3018		http://www.harrisworksystems.com
Rose City	5130 N. Basin Avenue #1	Portland	OR	97217	Tracy Hall	tracy@rosecityoffice.com	503-467-2767		https://rosecityoffice.com
IOS	240 N. Broadway Suite 10	Portland	OR	97227	Shaylee King	sking@iosinc.net	503-205-2200		http://www.interiorofficesolutions.com
COI	2601 4th Ave	Seattle	WA	98121	Susan Stinnett	stinnetts@coiseattle.com	206-448-7333		http://www.coiseattle.com
Integrity Office Interiors	22703 72nd Ave S	Kent	WA	98032	Brenda Brask	brenda.brask@intintsolu	253-246-8006		http://intintsolutions.com
Creative Office	721 Legion Way SE	Olympia	WA	98501	Lowell Gordon	lgordon@creativeof.com	360-754-1732		http://thecreativeoffice.com
Total Office Concepts	401 S Ninth Avenue	Walla Walla	WA	99362	Mark Carlisle	mcarlile@totalofficecon	509-525-5600 ext 304		http://www.totalofficeconcepts.com
Kershaw's	119 South Howard St	Spokane	WA	99201	Damien Mangano	damien@kershaws-spok	509-456-6500		http://kershaws-spokane.com
Creative Business Interio	8720 Fleet Service Dr	Raleigh	NC	27617	Sam Joyner	sjoyner@creativebusines	919.786.4800	919.783.8585	www.creativebusinessnc.com
Perfection Furniture Equi	135 Harold Andrews Roa	Siler City	NC	27344	Stephanie Evans	perfection@connectnc.n	919.742.5077	919.742.4577	www.perfectionequipment.net
	PO Box 483								
Ables Land	428 S Fannin	Tyler	TX	75711	Cody Ables	cody@ablesland.com	903-593-8407		
Edge Office Products	1909 Judson Road	Longview	TX	75605	Shawn Peloquin	speloquin@edgeop.com	903-758-0777		
Topp Office	440 N Eastman Ste F	Lonview	TX	75601	John Durst	john@toppoffice.com	903-753-2662		
The Office Center	1610 Hwy 259N Ste A	Kilgore	TX	75662	Ricky Ables	rables@theofficecenterk	903-984-4052		
Terrell OFC Products	115 West Moore	Terrell	TX	75160	Kenneth Williams	kenneth.williams@terrel	972-536-7661		
Firmins Office City	2217 State Line Ave	Texarkana	TX	75503	Ronnie Firmin	ronnie@firmins.com	903-793-5566		
Office Equipment Cente	1010 Lamar	Paris	TX	75460	Connie Porterfield	connie@oeparis.com	903-784-6604		
Martins Office Suppy	822 West Pearl	Grandbury	TX	76048	Bill/Cody Martin	bmartin@mosdirect.com	817-573-2694		
Ledwell Office Solutions	3200 Court Street	Texarkana	TX	75501	Lauren Layne	llayne@osurce.net	903-794-3113		
Bauhaus	1645 Stemmons Fwy Ste	Dallas	TX	75207	Ron Welch	rwelch@bauhausinterior	214-200-0222		
Business Interiors	1111 Valley View Ln	Irving	TX	75061	Sally Smith	ssmith@businessinterior	817-858-2000		
Furniture Solutions Nov	1505 Oak Lawn Ste 100	Dallas	TX	75207	Mike Monette	mmonette@tospartners.c	214-879-0500		
Lone Star Furnishings	4301 Reeder Road #100	Carrrollton	TX	75010	Brad Jones	brad@lonestarfurnishin	972-446-9100		
Monarch Office Furnitu	2202 113th Street Ste 11	Grand Prairie	TX	75050	Carla Cavallo	carla@monarchofficefurn	972-314-9337		
The Spencer Company	150 Turtle Creek Ste 250	Dallas	TX	75207	Jason Smith	jason@spencer-furniture	214-720-0345		
Texas Furniture Source	14560 Midway Road	Farmers Branch	TX	75244	Ron Parr	rp texasfurniture@sbcglo	972-490-0456		
Office Furniture Conne	1910 Old Denton Drive	Carrrollton	TX	75006	Susie Anderson	sandersonokc@msn.com	972-245-4945		
Workplace Resource Gr	2639 E Rosemeade Pkwy	Carrrollton	TX	75007	Kevin Moreno	kmarino@wrgtexas.com	972-446-9100		
Wilson Office Interiors	1445 Oak Lawn Ste 105	Dallas	TX	75207	John Young	jyoung@wilsonoi.com	972.488.4100		
Workplace Solutions	251 N. Harwood Ste 300	Dallas	TX	75201	Randy King	randyk@wpsolutions.com	214-741-9667		
Office Furniture Team	4202 Lindbergh	Addison	TX	75001	Brad Richardson	brichardson@oftoffice.c	972-503-8326		
Oak Cliff Office Product	1876 Lonestar	Dallas	TX	75212	Ken Caldwell	ken@ocopexpress.com	214-943-7421		
Plano Office Supply	705 Ave K	Plano	TX	75074	Richard Ruschhaupt	richarr@planoos.com	972-424-8561		
Bishops Office Needs	16810 Barker Sprongs R	Houston	TX	77084	Steve Berdinis	steve@bishopsaves.com	281-578-9177		
Carrolls Office Furnitur	5615 S Rice	Houston	TX	77081	Frank Carroll	fcarroll@carrolls.com	713-667-6668		
City Office Supply	4202 Telephone Road	Houston	TX	77087	Mike McCain	mike@cityofficesupply.c	713-644-5371		
Creative Office	812 Live Oak	Houston	TX	77003	Todd Amos	tamos@cofi.com	713-237-9220		
Dallas Desk	15207 Midway Road	Addison	TX	75001	Dennis Stein	Dennis@dallasdesk.com	972-788-1802		
Hallmark Office Produc	5650 Guhn Road Ste 124	Houston	TX	77040	John Crawford	jerawford@hallmarkoffi	713-688-1333		
Mannings Office	1510 N 7th Street	Beaumont	TX	77703	Jim Mathison	jimm@manningsupply.c	809-899-1122		
McKinney Office Supply	117 W Louisiana Street	McKinney	TX	75069	Richard Ruschhaupt	richardr@planoofficesu	972-424-8561		
Smarketing Business	2525 West Belfort Ste 11	Houston	TX	77054	Leroy Jones	leroy@smarketingtx.com	713-529-5898		
Tejas Office Products	1225 West 20th Street	Houston	TX	77008	Lynette Read	lynetter@tejasoffice.com	713-802-4553		
Xpress Business Product	4540 S. Pinemont Dr	Houston	TX	77041	Ray Farashah	rayexpressbp@yahoo.co	281-953-9230		
Armstrong Office Conce	1500 North I-35 Ste 114	Carrrollton	TX	75006	Julie Armstrong	juliea@armstrongofficed	469-568-6648		
GL Seaman Co.	4201 International Pkwy	Carrrollton	TX	75007	Ashley Lowrance	alowarance@gpsc.com	214-764-6400		
FMG	6100 West Plano Pkwy S	Plano	TX	75093	Sean Corrington	sean@fmgi.com	214-556-4700		
Interior Resources	1444 Oak Lawn Ave. Ste	Dallas	TX	75207	Jeff Blue	jeff@interiorresourcedfw	972-619-7400		
Office Resource Group	1735 West Crosby Road	Carrrollton	TX	75006	Ross Lowe	ross@orgdesk.com	214.832.3375		
Office Furniture Source	4545 Spring Valley	Farmers Branch	TX	75244	Mark Zagurski	markz@officefurnitures	972-242-1799		
Preferred Business Solu	1701 West Walnut Hill L	Irving	TX	75038	Brad Davis	bradd@popexpress.com	214-358-1200		
Turnkey Project Services	15000 Grand River Rd S	Ft Worth	TX	76115	Chris Matthews	chris@turnkeyprojectser	817-633-3030		
Educators Depot	17424 West Grand Pkwy	Sugar Land	TX	77479	Alan Clarke	aclarke@eddepotinc.com	866-736-2012		
Contract Resource Grou	7108 Old Katy Road Ste	Houston	TX	77024	Jamie Ward	wardj@crgoffice.com	281-787-8340		
Dawn Henderson & Ass	1330 Tuttle Creek Blvd	Dallas	TX	75207	Dawn Hendersson	dhenderson2hendersoni	214-923-8778		
Front Desk Office Furni	10401 Harry Hines Blvd	Dallas	TX	75220	Chelsea Crisford	cc@frontdeskdallas.com	214-904-9045		
Greenwood Office Outfit	2951 Suffolk Dr Ste 640	Ft Worth	TX	76133	George Wood	gwood@greenwoodoffic	817-926-0281		

Hernandez Office Supply	119 17th Street	Nederland	TX	77627	Christy Williams	christy@hernandezsupply.com	409-724-0135		
Integrity Furniture	1011 West Loop 281 Ste	Longview	TX	75604	Drew Coleman	dcoleman@integrityfurn	888-600-8639		
J. Tyler Furniture	5920 Milwee	Houston	TX	77092	Gary Longbotham	longbotham@jtyler.com	713-468-2166		
Midwest Office Supply	1801 Austin Street	Wichita Falls	TX	76301	Richard Finn	richard.finn@mofsupply	940-761-3375		
OFCO Office Furniture	200 West Rosedale Street	Ft Worth	TX	76104	Larry Locke	ofco@sbcglobal.net	817-877-0708		
TLC Office Systems	8711 Fallbrook Drive	Houston	TX	77043	Michelle Kercho	mkercho@tlcofficesystem	713-695-3900		
Vanguard Environments	7026 Old Katy Rd Ste 26	Houston	TX	77024	Gayle Smith	gayle@vanguardenviron	713-871-8686		
Officemakers	2005 Katyland Drive	Katy	TX	77493	Thomas Akerman	thomas@officemakers.co	713-461-1277		
Royer & Schutts	200 Bailey Ave Ste 300	Ft Worth	TX	76107	Honor Rowe	honor@royer-furn.com	817-332-5424		
Furniture By William W	2130 Kings Road	Carrollton	TX	75007	William Webb	furniturebywilliam@gm	214-483-3476		
Office Pavillion	10030 Bent Oak	Houston	TX	77040	Mollie Ellerkamp	mellerkamp@ophouston	713-803-0000		
BPSI	1616 Bassett Ave,	El Paso	TX	79901	Dave Horsley	dhorsley@riograndebpsi.com	915-544-8710	915-544-6720	www.riograndebpsi.com
Business Interiors	26 Concord Ste. C	El Paso	TX	79906	Ed Howell	ed@businessinteriors-ep.com	915-591-9393	915-591-6192	www.BusinessInteriors-EP.com
Officewise Furniture	735 S. Mesa Hills Dr.	El Paso	TX	79912	Betty Ramos	bramos@officewise.com	915-544-6767	915-585-6996	www.officewise.com
El Paso Office Products	1550 Lionel	El Paso	TX	79936	Lynette Brown	lbrown@elpasop.com	915-593-9000	915-629-8999	www.elpasop.com
Indoff	3550 Lee Blvd.	El Paso	TX	79936	Kim gregory	kim.gregory@indoff.com	915-355-0120	888-815-2776	www.indoff.com
Officewise Furniture	1200 S. Taylor	Amarillo	TX	79101	Cathryn Dail	cdail@officewise.com	806-372-2236	806-374-2177	www.officewise.com
General Office Supply	1020 W. 8th	Amarillo	TX	79105	Tim Cox	tcx@general-officesupply.com	806-373-2877	806-374-0289	www.generaloffice-supply.com
Graham Data Supplies	509 S. Johnson	Amarillo	TX	79101	Rayne Collingsworth	rcollingsworth@grahamdata.com	806-324-4300	806-324-4301	www.grahamdata.com
SPC Office Products	322 N. Main Street	Guymon	OK	73942	Jeff Jamieson	jeff@spcop.com	580-338-3418	580-468-3242	www.spcop.com
SPC Office Products	515 Dumas Ave.	Dumas	TX	79209	Tina Saenz	tinasa@spcop.com	806-935-3225	806-935-3699	www.spcop.com
SPC Office Products	221 Denver	Dalhart	TX	79022	Amanda Sundvahl	amandas@spcop.com	806-244-2947	806-244-2651	www.spcop.com
Built for Dreams	3416 Joliet Ave.	Lubbock	TX	79413	Alisha Gregg	agregg@builtfordreams.com	806-771-6806	806-687-9187	www.builtfordreams.com
Indeco Sales	3225 SE Loop 289	Lubbock	TX	79404	Herb Youngblood	herb.youngblood@indecosales.com	806-745-6161	254-939-5546	www.indecosales.com
Officewise Furniture	1212 Avenue J	Lubbock	TX	79401	Andrea Wade	awade@officewise.com	806-766-8888	806-766-8854	www.officewise.com
Hurricane Office Supply	1407 E. FN 1585	Lubbock	TX	79423	Dean Trew	dtrew@nts-online.net	806-749-3200	806-749-3205	www.hurricaneprinting.net
1st Class Solutions	5121 69th Ste. 709B	Lubbock	TX	79424	Calvin Sechrist	clavins@firstclassolutions.com	806-771-4888	806-771-4889	www.1stclassolutions.com
Officewise Furniture	2310 W. Michigan	Midland	TX	79701	Larry Nelson	lnelson@officewise.com	432-617-0095	432-6170136	www.officewise.com
Total Office Solutions	1601 N. Lee	Odessa	TX	79761	Donna Wallace	donnac@totalofficesolution.biz	432-332-0807	432-366-1239	www.totalofficesolutions.biz
Moore Office Supplies	104 W. 24th St.	Big Spring	TX	79720	Jimmy Moore	jbmoore@crcom.net	432-714-4780	N/A	www.getmooresupplies.com
Officewise Furniture	5229 Beverly Drive	San Angelo	TX	76904	Chelsea Stephenson	cstephenson@officewise.com	512-627-8323	N/A	www.officewise.com
West Office Interiors	2 So. Chadbourne	San Angelo	TX	76903	Jay West	jay@westofficetx.com	325-656-9403	325-655-5480	www.westofficeinteriors.com
O'Kelley Office Supply	290 Cypress Street	Abilene	TX	79601	Frank Reyna	ofusa@okelleys.com	325-673-6422	325-673-6179	www.okelleys.com
Abilene Printing	1274 N. Second	Abilene	TX	79601	Harlan Owen	howen@abileneprinting.com	325-677-2673	325-675-6963	www.abileneprinting.com
Indeco Sales	805 E. 4th Ave.	Belton	TX	76513	Kevin Goldston	kevin.goldston@indecosales.com	800-692-4256	254-939-5546	www.indecosales.com
Perry Office Plus	1401 N. Third St.	Temple	TX	76501	Jessica Speer	jessica.speer@perryop.com	254-778-4755	254-778-3535	www.perryop.com
Total Office Solutions	3721 Franklin Ave.	Waco	TX	76710	Bobby Sterling	total_office@grandecom.net	254-235-8200	254-235-8226	www.mytotaloffice.com
South Texas School Furniture	107 N. Main	Hallettsville	TX	77964	Alan Jirkovsky	alanj@texaslibrary.com	800-353-3685	361-798-4365	www.texaslibrary.com
Schulenburg Printing	705 Upton	Schulenburg	TX	78956	Chris Proske	chris@schulenburgprinting.com	979-743-4511	979-743-4230	www.schulenburgprinting.com
Indoff	308 Laguna St.	Victoria	TX	77904	Sheila Hoffman	sheila.hoffman@indoff.com	361-572-8919	361-572-8663	www.indoff.com
Gateway Printing	315 S. Closser	Edinburg	TX	78539	Larry Talbert	larry@gatewayp.com	956-383-3861	956-383-5942	www.gatewayp.com
OFUSA	1008 A E. Pecan	McAllen	TX	78501	Dale Winter	dbwmasterofdelight@ofusargv.com	956-972-0791	956-972-1146	www.ofusargv.com
Gateway Printing	4934 Greenwood	Corpus Christi	TX	78416	John Okoniewski	okie@gatewayp.com	361-225-0772	361-225-3055	www.gatewayp.com
Wittigs	223 N. Chaparral St.	Corpus Christi	TX	78401	Janet Maxwell	jmaxwell@bitexas.com	361-882-3456	361-882-5666	www.bitexas.com
A&W Office Supply	222 S. Staples	Corpus Christi	TX	78401	Wes Wittner	wwitner@awoffice.com	361-883-6784	361-884-9013	www.awoffice.com
Coastal Office Products	1514 N. Ben Jordan Ste.B	Victoria	TX	77903	Linda Cooper	linda@coastaltx.com	361-578-5392	361-578-0610	www.coastaltx.com
G&S Office Designs	6425 Polaris Ste. 7	Laredo	TX	78041	Ron Levy	rllevy1@swbell.net	956-722-1772	956-722-7440	www.g&soffice.com
Executive Office Supply	3312 Santa Ursula	Laredo	TX	78040	Jorge Gonzalez	jorge@executiveofficesupply.com	956-722-6791	956-722-0690	www.executiveofficesupply.com
Espacios	7913 McPherson Rd.	Laredo	TX	78041	Esther Rodriguez	erodrigues@espacioson-line.com	956-791-7183	956-791-0884	www.espaciosonline.com
Austin Business Furn.	4030 W. Braker Lane	Austin	TX	78759	Jay Femal	jfemal@abfurn.com	512-617-4349	512-832-6330	www.austinbusinessfurniture.com
Eagle Office Products	221 Texas Ave. Ste. B	Round Rock	TX	78664	Jay Hoffman	jay@eagleop.com	512-388-1188	N/A	www.eagleop.com
180 Office Solutions	2011 Lamar Ste. B	Round Rock	TX	78664	Wyatt Russell	wyatt@180office.com	512-517-9590	512-532-7711	www.180office.com
Shelton Keller Group	6301 E. Stassney Lane	Austin	TX	78701	Diana Keller	dkeller@skg.texas.com	512-481-1500	512-481-1550	www.skg.texas.com
McCoy-Rockford	211 E. Riverside Dr.	Austin	TX	78704	Elizabeth Frey	efrey@rockford-texas.com	512-442-0703	512-442-7367	www.mccoy-rockford.com
FRI-Texas	11100 Metric Bldg 7 Ste	450 Austin	TX	78758	Darren Ross	dross@fri-texas.com	512-371-1232	512-371-9155	www.fri-texas.com
Furniture For Business	4801 Friedrich Lane	Austin	TX	78744	Brad Wells	brad@furnitureforbusiness.com	512-833-9000	512-833-7000	www.furnitureforbusiness.com
Broussard Group	3559 Belgium Lane	San Antonio	TX	78219	Brett Broussard	bbroussard@broussardgroup.com	210-224-6220	210-224-6216	www.broussardgroup.com
DC Interiors	6896A Alamo Downs	San Antonio	TX	78238	Jessica Cevallos	jbroussard@dcioffice.com	210-591-9900	210-496-9923	www.dcioffice.com
Nelson Interiors	1914 Grandstand Dr.	San Antonio	TX	78238	Emily Howard	emily@nelsoninteriors.com	210-684-2624	210-684-3214	www.nelsoninteriors.com
Office Furniture Express	8715 Broadway	San Antonio	TX	78217	Don Norris	don@ofexpress.com	210-829-4300	210-829-4434	www.ofexpress.com
Office Furniture Interiors	1901 Shipman	San Antonio	TX	78219	Chris Magers	cmagers@officefurnitureinteriors.com	210-444	210-444-1377	www.officefurnitureinteriors.com
Office Resource Center	10751 Sentinel	San Antonio	TX	78217	Craig Veltri	www.officersoucecenter.com	210-650-5002	210-650-5016	www.officersoucecenter.com
Heights Office Products	9901 Broadway #114	San Antonio	TX	78217	Ed Zuzula	ed@heightsop.com	210-882-9671	210-822-1140	www.heightsofficeproducts.com

Certification Regarding Lobbying

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

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

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

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

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

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

OFM, LLC

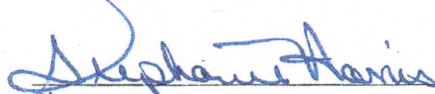
161 Tradition Trail, Holly Springs, ND 27540

Name/Address of Organization

Stephanie Harris, Corporate Secretary

Barry Breitbart, Business Development Manager

Name/Title of Submitting Official


Signature

April 3, 2017

Date

FELONY CONVICTION NOTICE

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."
Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: ~~Barry Breibart~~ Stephanie Harris
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official: Stephanie Harris

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: Stephanie Harris

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: OFM, LLC
(Name of Corporation)

I, Stephanie Harris certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

~~Barry Breibart~~ Stephanie Harris
(Name of person who completed proposal document)

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

~~Business Development Manager~~ Corporate Secretary
(Title/Position of person signing proposal/offer document within the corporation)

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

NA.
CORPORATE SEAL

Stephanie Harris
SIGNATURE

April 4, 2017
DATE

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

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

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

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

(b) Affirmative steps must include:

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

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

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

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

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

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

Company Name OFM

Print name of authorized representative Barry Breibart Stephanie Harris

Signature of authorized representative *Stephanie Harris*

Date April 3, 2017

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

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law., Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

OPM, LLC

Name of company expressly waiving confidential status of material

Stephanie Harris Secretary

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

161 Tradition Trail Holly Springs NC 27540 919-303-6389

Address City State ZIP Phone



OFM hereby warrants that the products distributed by it shall be free of all defects in original material and workmanship for the life of the product under normal use. OFM will repair or replace, at our option any product or component that is defective in material or workmanship. This warranty only applies to products purchased directly from an authorized OFM dealer, and is valid for the original purchaser only.

Exclusions to the Warranty are as follows:

- Normal wear and tear, which are to be expected over the course of ownership
- Damage resulting from shipment, which will be handled under separate terms
- Damage resulting from storage, alteration, unauthorized repair, infestation, misuse, abuse, accident, acts of God, natural causes, and/or exceeding listed capacities
- Products used for rental purposes
- Failure to provide reasonable and necessary maintenance* (according to product instructions)
- Transportation and labor costs associated with warranty replacements

Seating:

All seating is covered under warranty for the life of the product under normal use. Limitations involving materials and components are:

- 2 years all fabric and upholstery materials
- 7 years gas lifts
- COM fabric is not covered under this warranty

Normal Commercial Usage for Seating is defined as 8 hours a day, 5 days a week with a weight capacity not to exceed 250 lbs.

The models listed below are rated for a 400 lb. & 500 lb. weight capacity and are warranted under the standard Normal Commercial Usage for Seating:

- | 400 lbs. | | 500 lbs. | |
|----------------|----------------|----------------|----------------|
| • Model ORO200 | • Model 711 | • Retro Bench | • Model 832 |
| • Model 407's | • Model 800-L | • Model 300-XL | • Model 2201 |
| • Model 409's | • Model 812-LX | • Model 810-LX | • Model 2202 |
| • Model 700 | • Model 841 | • Model 811-LX | • Model 5000L |
| • Model 710 | | • Model 821 | • Model 5000LE |
| | | • Model 822 | • Model 5000R |
| | | • Model 831 | • Model 5000RE |

OFM offers many models covered under warranty for a 24-Hours a day, 7 days a week usage. All standard seating limitations listed above still apply to this category of seating.

The models listed below are rated for a 250 lb. & 400 lb. weight capacity with 24-Hours a day use:

- | 250 lbs. | 400 lbs. |
|-------------------|-----------------|
| • Model 241 (All) | • Model 247 |
| • Model 242 | • Model 247-VAM |

Tables and Desks:

All tables and desks are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

- 10 years frames
- 5 years tops

Pedestals:

All pedestals are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

- 10 years full suspension glides

RiZe Panel System:

All panels and corner posts are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

- 10 years frames and frame welds
- 5 years vinyl and fabric panels under normal use

X5 and X5 Lite Shelving System:

Normal usage for all X5 and X5 Lite Shelving Systems is defined as not over-exceeding the weight capacity per shelf (X5: 800 lbs. per shelf, X5 Lite: 300 lbs. per shelf, evenly distributed) along with using the system on no or low pile carpet to prevent any unbalanced track issues.

All X5 and X5 Lite components are covered under OFM's Limited Lifetime Warranty under normal use as defined above.

*Maintenance: check for loose screws every 6 months and tighten.



161 Tradition Trail, Holly Springs, NC 27540
Tel: (800) 520-7471 • Tel: (919) 303-6389
Fax: (919) 362-4765 • www.ofminc.com



ofm

PRODUCT
SPECIFICATION
BOOK
2017

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OFM continues to offer space planning with the use of our 20-20 Technologies and 20-20 Visual Impressions software. We add new products continuously, keeping our library up to date to help you plan your space using products from OFM.

Send us your space specifications and we will fill it.

OFM's Grade-In & COM Program

OFM has revised its Grade-In & COM Program to improve the ordering process and provide more options at better pricing. We've partnered with Culp Contract, Douglass Industries, Mayer Fabrics, Momentum and CF Stinson for an even wider selection of patterns and colors. Please refer to the Grade-In & COM supplement for a full list of the upholsteries offered along with their grades and the pricing of the models offered in those grades.



Essentials
BY OFM

Your feedback about wanting the right products to sell at the right price points has been heard. Introducing the **New Essentials by OFM**

collection. It includes products that your customers need every day. For now, we have 50+ different SKUs in stock. Over the next 12 months you will see this SKU count reach over 100 and encompass a multitude of products. View the entire line at www.ofm.com/essentials.asp or contact a sales rep to learn more about this exciting new line.

Essentials by OFM does not participate in the Grade-In/COM Program.

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All prices are subject to change without notice.

Not responsible for typographical errors.

Please check website www.ofminc.com for most up to date product information.

**Most products will require assembly.
Those that do not will be noted as such.**

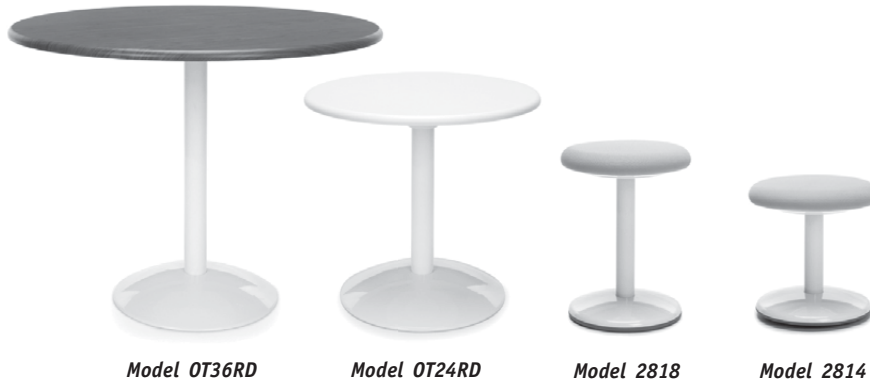
All of the information in this booklet is available as a PDF file with images or an Excel file without the images. Email support@ofminc.com for details.

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NEW PRODUCTS FOR 2017

Orbit Series Tables & Stools *See pages 59 & 75*



Height Adjustable Sit-to-Stand Desk Riser *See page 78*



Mesa Series Height Adjustable Mobile Podium *See page 90*



Height Adjustable Sit-to-Stand Workstation *See page 78*

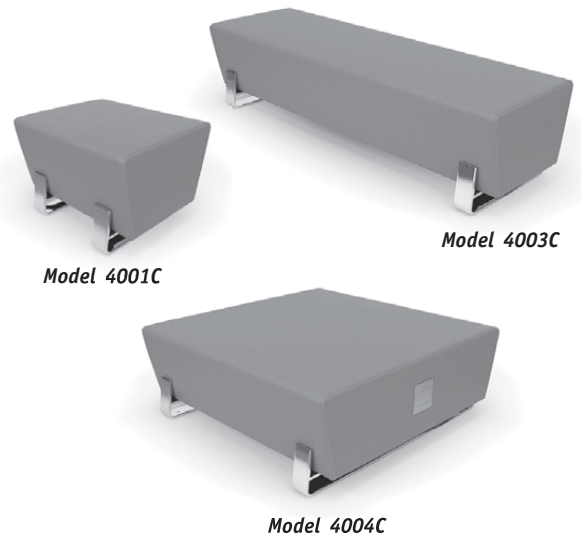


Height Adjustable Sit-to-Stand Workstation *See page 78*



NEW PRODUCTS FOR 2017

Axis Series
Contemporary Benches
See page 55



Stratus
24-Hour/Big & Tall Task Chair
See page 17



Mesh Guest/Reception
Chair with Arms
See page 33



Vivo Height Adjustable
Perch Stool
See page 52







CULP
CONTRACT



Douglass



MAYER
FABRICS
Style Has Value



Stinson



MOMENTUM GROUP

OFM works hard to make sure that your buying experience goes beyond the in-stock options. We've partnered with 5 giants of the upholstery industry including Culp Contract, Douglass Industries, Mayer Fabrics, CF Stinson and Momentum to bring you the best selection at the best prices available.

OFM offers upholstery upgrades from all 5 of these manufacturers and eliminates the time and expense involved in a COM transaction. All patterns meet ACT and BIFMA standards. This program enables you to issue just one purchase order, providing simplified orders and the most convenient, yet complete, seating choices available from a single source.

Please take some time to browse our full color product catalog and visit our website at www.ofminc.com to see our entire product line with all of the in-stock upholstery options. If you are looking for something special, check out the Grade-In & COM Supplement with hundreds of upholstery options and a comprehensive listing of pattern names and pricing for all grades. Whether you are looking for high-end, designer inspired looks, durable high performance vinyl or PVC-free polyurethane that can take a beating, or bring in a punch of color that will set your seating apart, our Grade-In partners will have what you need.

OFM's Upholstery Grade-In & COM Program

Grade-In Program

OFM offers its seating models in CF Stinson, Culp Contract, Douglass Industries, Mayer Fabrics and Momentum graded-in upholstery, eliminating the time and expense involved in a COM transaction. All patterns meet ACT and BIFMA standards. This program enables you to issue just one purchase order, providing simplified orders and the most convenient, yet complete, seating choices available from a single source. Our Grade-In partners provide a broad range of upholsteries from which to choose. Whether you are looking for high-end, designer-inspired looks, durable high performance vinyl or pvc-free polyurethane that can take a beating, or bring in a punch of color that will set your seating apart, our grade-in partners will have what you need.

Application of Grade-In & COM Program upholsteries will be as depicted on the swatch card unless otherwise instructed on the order and may be subject to application testing prior to acceptance of the order.

Upholstery Warranty: Grade-In & COM Program upholsteries are non-standard materials, not covered under OFM warranty. For warranty information, please contact the upholstery manufacturer.

Lead Times/Availability: Orders specified with Grade-In Program upholsteries will be acknowledged with an average lead-time of 10-12 weeks from the receipt of the fabric based on the supplier's delivery schedule. Some upholsteries are imported and availability may affect delivery time. Each supplier reserves the right to discontinue patterns with colors from its program without notice.

Upholstery Samples: For memo samples, contact our alliance partners:

CF Stinson: (800) 841-6279	Culp Contract: (336) 888-6274	Douglass Industries: (609) 804-6040
Mayer Fabrics: (317) 267-2626	Momentum: (800) 366-6839	

COM Program

COM price includes application of customer's upholstery which should be prepaid to factory and clearly marked to indicate: 1) buyer's name, 2) buyer's purchase order number, 3) client, 4) furniture number of item to be covered, and 5) instructions for application, i.e. face, railroaded, reversed, etc. Furniture orders should include a completed copy of the COM/Special Order Data Sheet (see the next page for an example of this sheet). This sheet can be supplied to you by a sales person or downloaded from the OFM website, which has the same information as well as cutting instructions and a description of the fabric including pattern and color number in order to provide a cross reference and to reduce the margin of error. In the absence of specific written instructions accompanying the order, upholsteries will be cut, seamed and applied at our discretion and at the customer's risk. Dealership standard discount applies.

Grade-In & COM Project Stipulations:

- Non-Cancelable/Non-Refundable
- Will not be processed without OFM credit approval or some type of prior payment arrangement
- For all orders, A 50% deposit will be required at the time of the order
- Project must be paid in full before product is delivered
- Average lead-time is 10-12 weeks from the receipt of the fabric

Send all COM Materials to:

OFM, LLC
Attn: COM Department
161 Tradition Trail
Holly Springs, NC 27540
Phone: (800) 520-7471

If you are using a velvet upholstery or any upholstery with a directional nap, contact OFM.

Repeat Increase COM Requirement by:


7" and under:	11%
8" to 13":	18%
14" to 21":	21%
22" to 27":	24%
8" and over:	25%

FOR LARGE QUANTITIES – OFM will supply exact yardage requirements, revisions and special match upon request. In the absence of specific written instructions accompanying the order, upholsteries will be cut, seamed and applied at our discretion and at the customer's risk. Napped and some velvets are usually applied without luggage stitching. While we inspect upholsteries for mill imperfections, some are difficult to recognize. We cannot be responsible for defects, color inaccuracies, dye lot variations, and other flaws. We suggest that our customers inspect upholsteries before furnishing them to OFM.

Because every fabric specification is different and application for use must be taken into consideration, OFM shall not be held responsible in any manner for wrong specification of upholstery, and OFM does not guarantee application, wear, durability or light fastness of the items included in this program except where covered by supplier warranty. If a pattern is not listed or "call" is listed as the grade, you must contact OFM for pricing.

Data Sheet

Below is an example of the form that needs to be filled out to place a Grade-In and/or COM order.
A typeable PDF file can be found on the OFM web site.

Data Sheet		SHEET: Grade-In <input type="checkbox"/> & COM <input type="checkbox"/>	
 <p>For any material that OFM has not graded in, a test sample of no less than 10" x 12" may be required to be submitted for testing prior to accepting the order. Please include this Data Sheet with Purchase Order to avoid any delays in the order process.</p>			
OFM Use Only: Job Registration #: <input style="width: 100%;" type="text"/> Material Tracking #: <input style="width: 100%;" type="text"/> Material Est. Del. Date: <input style="width: 100%;" type="text"/> Product Tracking/PO#: <input style="width: 100%;" type="text"/> Test ID: <input style="width: 100%;" type="text"/> Uphol: <input style="width: 100%;" type="text"/> Material Ship Method: <input style="width: 100%;" type="text"/> Final Prod Ship Method: <input style="width: 100%;" type="text"/> Final Prod FOB: <input style="width: 100%;" type="text"/> Product #: <input style="width: 100%;" type="text"/> Yardage Req'd: <input style="width: 100%;" type="text"/> Estimated Lead Time: <input style="width: 100%;" type="text"/>		CSR Use Only: Date item moved to COM: <input style="width: 100%;" type="text"/> Sales Notified of Rcpt of PO: <input style="width: 100%;" type="text"/> Date Purchase Order Rcvd: <input style="width: 100%;" type="text"/> Follow-up with Uphol: <input style="width: 100%;" type="text"/> Sales Order #: <input style="width: 100%;" type="text"/> Date Promised to Ship: <input style="width: 100%;" type="text"/> Date Moved to Stream: <input style="width: 100%;" type="text"/> Notes: <input style="width: 100%; height: 40px;" type="text"/>	
Your Company Name: <input style="width: 100%;" type="text"/>		Contact Person: <input style="width: 100%;" type="text"/>	
Account #: <input style="width: 100%;" type="text"/>		Email: <input style="width: 100%;" type="text"/>	Fax #: <input style="width: 100%;" type="text"/>
Specifying Agent: <input style="width: 100%;" type="text"/>		Delivery Date Requested: <input style="width: 100%;" type="text"/>	Phone #: <input style="width: 100%;" type="text"/>
End User: <input style="width: 100%;" type="text"/>		Bid #: (If Applicable) <input style="width: 100%;" type="text"/>	
Purchase Order #: <input style="width: 100%;" type="text"/>	Sales Quote #: <input style="width: 100%;" type="text"/>	Special Instructions: <input style="width: 100%;" type="text"/>	
Material Information <input type="checkbox"/>		Grade-In <input type="checkbox"/> COM <input type="checkbox"/>	
Material Supplier: <input style="width: 100%;" type="text"/>		Fabric Content: <input style="width: 100%;" type="text"/>	
Phone #: <input style="width: 100%;" type="text"/>		Country of Origin: <input style="width: 100%;" type="text"/>	
Fax #: <input style="width: 100%;" type="text"/>		Backing: Please Circle: Yes <input type="checkbox"/> or No <input type="checkbox"/>	
Email: <input style="width: 100%;" type="text"/>		Type: <input style="width: 100%;" type="text"/>	
Material Pattern Name/Color: <input style="width: 100%;" type="text"/>		Usable Width in Inches: (Is the fabric to be railroaded?) <input style="width: 100%;" type="text"/>	
Yardage Sent: <input style="width: 100%;" type="text"/>		Repeats: (Horizontal and/or vertical) <input style="width: 100%;" type="text"/>	
Special Instructions: <input style="width: 100%; height: 40px;" type="text"/>		Please Check: UP THE ROLL <input type="checkbox"/> or RAILROAD <input type="checkbox"/>	
		<p>FOR SEATING: Railroaded <input type="checkbox"/> Up the Roll <input type="checkbox"/></p> 