TIPS VENDOR AGREEMENT

Between

Hi5 Furniture, Inc.

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 RFP 190401 Furniture, Furnishings and Services

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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include <u>manufacturer's minimum standard</u> <u>warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- 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 the TIPS program.
- 3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

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

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. 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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. <u>NO LIMITATION OF LIABILITY</u> <u>FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED</u> <u>BY TIPS/ESC Region 8.</u> Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

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

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 goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

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. 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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos whit which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to <u>TIPS@TIPS-USA.COM</u>.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

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.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

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 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 related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

Insurance Requirements

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

General Liability
Automobile Liability
Workers' Compensation
Umbrella Liability

\$1,000,000 each Occurrence/ Aggregate \$300,000 Includes owned, hired & non-owned Statutory limits \$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- <u>Agreements:</u> All vendor orders received form TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- <u>Vendor Encouraging Members to bypass TIPS agreement:</u> Encouraging entities to purchase directly from the Vendor or through another agreement, <u>when the Member has requested using the TIPS cooperative Agreement or price</u>, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- <u>Order Confirmation</u>: All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- <u>Back Ordered Products</u>: If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

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

TIPS Vendor Agreement Signature Form

RFP 190401 (Furniture, Furnishings and Services (3)

Company Name Hi5 Furniture, Inc.	
Address 8301 NW 101st Terrad	
_{City} Kansas City	_{State} MO _{zip} 64153
Phone (816) 774-4050	Fax (816) 817-4910
Email of Authorized Representative	hi5furniture.com
Name of Authorized Representative Dawn	
Title President	
Signature of Authorized Representative	Jun Bel
Date 5/13/2019	
TIPS Authorized Representative Name Meredith	Barton
Title Vice-President of Operations	
TIPS Authorized Representative Signature	eredit Barton
TIPS Authorized Representative Signature	Fitte
Date 6/27/19	

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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	Address
Email Phone	rick.powell@tips-usa.com (903) 575-2689		North Pittsburg, TX 75686	Contact
Fax	(903) 37 3-2009	Contact	Kristie Collins	Department Building
Bid Number	190401 Addendum 1	Departmen	t	5
Title	Furniture, Furnishings and	Building		Floor/Room
	Services (3)	-		Telephone
Bid Type	RFP	Floor/Room	1	Fax
Issue Date Close Date	4/4/2019 08:00 AM (CT) 5/17/2019 03:00:00 PM (CT)	Telephone Fax Email	+1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com	Email

Supplier Information

Company	Hi5 Furniture, Inc.
Address	8301 NW 101st Terrace
	Suite 7
	Kansas City, MO 64153
Contact	Dawn Boileau
Department	
Building	
Floor/Room	
Telephone	(816) 774-4050
Fax	(816) 817-4910
Email	dawn@hi5furniture.com
Submitted	5/17/2019 08:40:00 AM (CT)
Total	\$0.00
By submitting	your response, you certify that you are authorized to represent and bind your company.

Signature Dawn Boileau

Email dawn@hi5furniture.com

Supplier Notes

Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170302 or 180305 and you do not wish to modify your existing contract with a new proposal, you have no need to propose on this solicitation.

Bid Activities

Bid Messages

#	Name	Note	Response
r:			
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/	No
		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.	
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
1	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.)	Hi5 Furniture, Inc., is a woman-owned, Kansas City, Missouri, based company established in 2008. Hi5 manufactures tables in the contract furniture industry and specializes in making "customs" as a standard way of doing business. We provide tables for conference, classroom, training, hospitality, lounge and collaboration spaces. We offer formal quotes, CAD symbols, renderings, design layouts, survey analysis and specification assistance on every project regardless of size. These services are offered free of charge. All products, including customs include a limited lifetime warranty. The company's mission is to provide solution oriented products coupled with outstanding service!
6	Primary Contact Name	Primary Contact Name	Dawn Boileau
7	Primary Contact Title	Primary Contact Title	President
3	Primary Contact Email	Primary Contact Email	dawn@hi5furniture.com
)	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8167744050
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8168174910

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Craig Martin
13	Secondary Contact Title	Secondary Contact Title	Contracts Specialist
14	Secondary Contact Email	Secondary Contact Email	craig@hi5furniture.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8165583216
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8168174910
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Eric McCarthy
19	Admin Fee Contact Email	Admin Fee Contact Email	eric@hi5furniture.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8165583210
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kirsten Howland
22	Purchase Order Contact Email	Purchase Order Contact Email	kirsten@hi5furniture.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8165583226
24	Company Website	Company Website (Format - www.company.com)	https://hi5furniture.com/
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	80-0253153
26	Primary Address	Primary Address	8301 NW 101st Terrace, Suite 7
27	Primary Address City	Primary Address City	Kansas City
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MO
29	Primary Address Zip	Primary Address Zip	64153
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.)	Hi5, tables, union, gateway, arlington, harbor, supreme, afix, island, lincoln, coby, railway, empire, pinnacle
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be	Yes

		able to sell to our members regardless of the fund source, whether it be local, state or federal?	
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?	Kansas City
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Missouri
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. 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? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	45%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	11
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. 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

41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
43	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;	(No Response Required)
		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.	
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO 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. may find the Blank CIQ form on our website at:	No
		Copy and Paste the following link into a new browser or tab:	
		https://www.tips-usa.com/assets/documents/docs/CIQ.pdf	
		There is an optional upload for this form provided if you have a conflict and must file the form.	
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	No
46	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
47	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

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

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

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

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

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

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension Yes or debarment is in place, which would preclude receiving a federally funded contract as described above. and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. 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) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the

(No Response Required)

Yes

		non-Federal entity under the Federal award must contain provisions covering the following, as applicable.	
53	2 CFR PART 200 Contracts	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	Yes
		Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.	
		Does vendor agree?	
54	2 CFR PART 200 Termination	Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)	Yes
		Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.	
55	2 CFR PART 200 Clean Air Act	Does vendor agree? Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal	Yes
		Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
		Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.	

Does vendor agree?

56	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	Yes
		Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.	
57	2 CFR PART 200 Federal Rule	Does vendor agree? 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)	Yes
		Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).	
		Does vendor certify that it is in compliance with the Clean Air Act?	
58	2 CFR PART 200 Procurement of Recovered Materials	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	Yes

		Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?	
59	Certification Regarding Lobbying	Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds	I HAVE NOT Lobbied per above
		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. 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.	
60	If you answered "I HAVE lobbied per above to the previous question.	IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.	(No Response Required)
61	Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?	NO
		IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.	

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

do you agree to comply with the following federal requirements?

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

(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

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

63 Indemnification

Yes

64 Remedies

65 Remedies Explanation of No Answer

66 Choice of Law

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?

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement

entered into with a TIPS Member, as the Member may be located outside Texas.

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

Yes, I Agree

67	Jurisdiction and Service of Process	Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties. 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
68	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?	Yes, I Agree
00			
69	Infringement(s) Explanation of No Answer		
70	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

and unambiguous language.

		TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause:	
		Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.	
		See statute(s) for specifics or consult your legal counsel.	
		Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	
		Do you agree to these terms?	
72	Insurance and Fingerprint Requirements	Insurance	(No Response Required)
	Information	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.	
		provide proof of insurance. 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	
		provide proof of insurance. 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: will have continuing duties related to the contracted	

Payment Terms:

Payment Terms and Funding Out Clause

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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. form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Yes

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

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

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

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

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

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

None

74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions (No Response Required) requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Texas Government Code 2270 Verification Form 75

Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may

not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YFS

76	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 pxpng, .eps, .jpeg preferred	(No Response Required)
		Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)	
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	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.	
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	Agreement Exceptions/Deviations Explanation	If the proposing Vendor desires to deviate form 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.	

corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute. 82 If you answered C. My Firm is owned or operated If you answered C. My Firm is owned or operated by a by a felon to the previous question, you are felon to the previous question, you must provide the REQUIRED TO ANSWER THE FOLLOWING following information. OUESTIONS 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). 83 Long Term Cost Evaluation Criterion # 4. READ CAREFULLY and see in the RFP document under increases will be 5% or less "Proposal Scoring and Evaluation". annually per question Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

Texas Education Code, Section 44.034, Notification of

business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held

Criminal History, Subsection (a), states "a person or

B. Firm not owned nor operated by felon; per above

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the Attachments section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the Response Attachments section titled Confidentiality Form in order to provide to TIPS the completed form titled, CONFIDENTIALITY CLAIM FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for anaward, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

Response Total:

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. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
University of Nebraska Medical Center	Nick Knopik	nknopik@unmc.edu	402-559-8244
University of Missouri Systems	Cyndi S. Curnutte	curnettec@missouri.edu	573-884-6425
Columbus Public Schools	Steve Woodside	woodsides@discoverers.org	402-563-7050
North Carolina State University	Rhonda Barnes	rkbarnes@ncsu.edu	919-515-2171

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Hi5 Furniture, Inc. Customer Contact List May 13, 2019

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to Z Facility Solutions MO	A to Z Facility Solutions LLC 100 N Broadview Ct Columbia, MO 65201	573-424-6789		mz@atozfacilitysolutions.com	
CI Atlantic Corporate Interiors - MD	ACI Atlantic Corporate Interiors 7001 Muirkirk Meadows Drive Suite A Beltsville, MD 20705	301-931-3600		jharding@acinc.com	301-931-3601
D Contract Furniture-NY	AFD Contract Furniture 810 Seventh Avenue New York, NY 10019	212-721-7100		dglen@afd-inc.com	212-721-7175
Corporate Interiors-AL	Al Corporate Interiors 3017B Second Avenue South Birmingham, AL 35233	205-871-4599 x 125	Paige Largue	rmoore@albirm.com	866-533-9064
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oom - IL	Airoom LLC 6825 N Lincoln Ave Lincolnwood, IL 60712	847-763-1100		accpayable@airoom.com	
- Auburn University	Facilities Division c/o Financial Services Dept 1161 W Samford Avenue Auburn University, AL 36849	334-844-7771	Missty Kennedy	gregosa@auburn.edu	334-844-4306
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fred Williams- Colfax, NC	Alfred Williams & Co. 410 S Sallsbury St, Ste 200 Raleigh NC 27601	919-832-9570		aharp@alfredwilliams.com	919-832-7626
red Williams- Greensboro, NC	Alfred Williams & Co. 410 S Sallsbury St, Ste 200 Raleigh NC 27601	919-832-9570	Debbie Phill A/P	aharp@alfredwilliams.com	919-832-7626
fred Williams- Nashville	Alfred Williams & Co. 410 S Sallsbury St, Ste 200 Raleigh NC 27601	919-832-9570	Valerie Malone	aharp@alfredwilliams.com	919-832-7626
Makes-Lincoln	All Makes Office Equipment Co. 3333 "O" St. Lincoln. NE 68510	402.477.7131	Doug Shuring	dorism@allmakes.com	402-473-8330
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Makes - Des Moines	All Makes Office Interiors 500 E. Court Ave. Suite 150 Des Moines, IA 50309			dorism@allmakes.com	
nerican Business Interiors-FL	American Business Interiors 2015 S Waverly PI Melbourne, FL 32901	321-723-5003		conniec@abinteriors.com	321-984-4221
nerican Campus Communities-TX	American Campus Communities 12700 Hill Country Blvd, Ste T-200 Austin, TX 78738	512-732-1000		rpool@americancampus.com	512-732-2451
nerican Design Associates-MD	American Design Associates 606 Baltimore Ave, Ste 405 Towson, MD 21204	410-823-5500		american_design@comcast.net	410-823-5508
nerican Interiors-Cleveland OH	American Interiors 1001 Lakeside Ave. Ste 150 Cleveland, OH 44114	216.912.1213		AP@aminteriors.com	410-020-0000
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iderson Design Studio- TN iderson Interiors - PA	Anderson Design Studio 217 2nd Avenue North Nashville, TN 57201 Anderson Interiors 12 Plum Street Verona, PA 15147	412-828-7420		0 0	
				accountspayable@andersoninteriors.net	
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ton Group LLC - MN	Anton Group, LLC 226 N Colfax Ave, Studio 103 Minneapolis, MN 55405	612-341-3151		sarah@antongroup.com	612-376-7880
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PG Office Furnishings- Cincinnati	APG Office Furnishings 12075 Northwest Blvd, Ste 100 Cincinnati, OH 45246	513-621-9111		ap@apgof.com	513-346-2660
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shland Equipment- MD	Ashland Equipment Inc 1324 Brass Mill Road Belcamp, MD 21017	410-273-1856		ap@ashlandnet.com	
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indura Design- DC	Bandura Design 230 10th St SE Washington DC 20003	202-543-0386		jennifer@banduradesign.com	
auhaus- TX	Bauhaus Interiors 1645 Stemmons Freeway, Ste A Dallas, Texas 75207	214-744-5500		sclary@bauhausinteriors.com	214-744-5503
CLR- TX	BCLR Convention Services 420 Baltimore Ave San Antonio, TX 78215	210-571-0333		zmedellin@bclynd.com	210-855-7215
cwood Purchasing- MD	Becwood Purchasing 729 E Pratt St, Ste 210 Baltimore, MD 21202	410-637-3154		bmiller@becwoodpurchasing.com	410-277-2673
irman Furniture-IA	Beirman Furniture 101 8th Ave Slater, IA 50244	515-314-0456	Nate Beirman	beirmanfurniture@huxcomm.net	
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alek Environments	Bialek Environments 530 Gaither Rd. Ste 300 Rockville. MD 20850	301-738-0380		rgroves@bialek.com	301-738-2118
(M - San Diego, CA	BKM 4780 Eastgate mall, suite 100 San Diego, CA 92121			, ,	
(M Office Environments-CA	BKM Office Environments 816 Via Alondra Camarillo, CA 93012	805-982-0799		abell@bkmoe.com	805-339-9131
(M Total Office-TX	BKM Total Office of Texas 9755 Clifford Dr. #100 Dallas, TX, 75220	214-902-7200	Delores Kubala	accounts_payables@bkmtexas.com	214-902-7201
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Ad Office Solutions-OF	Bold Office Solutions 3167 Spaulding St Omaha, NE 68111	402-934-6644	Deana Pohlmeier	deanap@boldofficesolutions.com	402-455-800
IS-Roselle IL	BOS 501 South Gary Ave. Roselle. IL 60172	402-934-0044 877.267.0267	ocalia Politike	accountspayable@bos.com	402-400-600
x Studios- IL	Box Studios 200 S Michigan Ave Chicago, IL 60604	312-943-9630		dkraiss@bxstudios.com	
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anner Design-IN an Medical Center-NE	Brenner Design 620 N Delaware Street Indianapolis, IN 46204 Bryan Medical Center 1600 S 48th St Lincoln, NE 68506-1299	402-489-0200	Ronald Niels A/P	ibrenner@brennerdesign.com bryanmedicalcenter.ap@bryanhealth.org	402-481-841
an Medical Center-NE ilding Service Inc-WI	Bryan Medical Center 1600 S 48th St Lincoln, NE 68506-1299 Building Service, Inc W222 N630 Cheaney Rd Waukesha, WI 53186-1697	402-489-0200 414-353-3600	Dawn A/P	bryanmedicaicenter.ap@bryanneaitn.org dnikolaus@buildingservice.com	402-481-8412
		414-353-3600 806-771-6806	Dawn A/P		
itt for Dreams-Lubbock, TX	Built for Dreams (BFD) - Lubbock TX 3416 Joliet Ave Lubbock TX 79413			asomers@builtfordreams.com	806-687-918
siness Environments-IN	Business Environments 5611 E Morgan Avenue Evansville, IN 47715	812-474-4260x125	Linda Folz	karenm@evansville.net	812-474-425
siness Environments-NM	Business Environments 5351 Wilshire Ave NE Albuquerque, NM 87113	505-830-7833		gchristopherson@businessenvironments.com	505.889.914
siness Essentials- ND	Business Essentials 205 East Main Avenue West Fargo, ND 58078	763-595-5314		jlaberge@be1source.com	
siness Furnishings-IN	Business Furnishings 4102 Meghan Beeler Court South Bend, IN 46628 Business Furniture LLC 8421 Bearing Dr, Ste 200 Indianapolis, IN 46268	574-243-3255 317-216-1600	Jennifer Franklin	ktownsend@business-furnishings.net	574-243-326
siness Furniture - IN			Casey McPherson	ap@businessfurniture.net	

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Hi5 Furniture, Inc. Customer Contact List May 13, 2019

Customer	Bill to	Main Phone	Primary Contact	Main Email	Fax
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siness Interiors By Staples-Aurora CO	Business Interiors By Staples 13800 E. 39th Ave. Aurora, CO 80011	303.373.8758		bisap@staples.com	
isiness Interiors by Staples-GreenBay,WI	Business Interiors by Staples PO Box 102422 Columbia, SC 29224	803-333-8534		bisap@staples.com	
usiness Interiors by Staples-KC,MO	Business Interiors by Staples PO Box 102422 Columbia, SC 29224	816-504-2100	Sales Mang. Craig Jones	bisap@staples.com	816-921-843
usiness Interiors by Staples-MA	Business Interiors by Staples PO Box 102422 Columbia, SC 29224	508-253-5000		bisap@staples.com	
usiness Interiors by Staples-MN	Business Interiors by Staples - MN 1233 West County Road E Arden Hills, MN 55112			bisap@staples.com	
usiness Interiors by Staples-NC	Business Interiors by Staples PO Box 102422 Columbia, SC 29224	704-969-5154x3056	Karen Edmun & Kelly	bisap@staples.com	704-969-516
usiness Interiors by Staples-NE	Business Interiors by Staples PO Box 102422 Columbia, SC 29224	(402)898-6507	Sheri Shipman	bisap@staples.com	(402)898-65
usiness Interiors by Staples-NV	Business Interiors by Staples PO Box 102422 Columbia. SC 29224	866-387-9873	Keeley Burgess	bisap@staples.com	866-387-986
utler Office Interiors - NJ	Butler Office Interiors 1545 Route 37 West Ste. 7 Toms River, NJ 64153	732-349-2060		jessica@butleroffice.com	732-349-566
anter- CO	Canter & Associates LLC 896 Tabor St, Ste 2 Lakewood, CO 80401	750-932-7474		accounting@ccanter.com	720-986-056
anta - 00	Carolina Furnishing + Design P.O. Box 348 West End, NC 27376	910-673-1010		cfplusd@gmail.com	910-673-099
arolina Office Xchange - NC	Carolina Office Xchange 409-A Airport Blvd, Ste 200 Morrisville, NC 27560	919-377-0240		info@carolinaofficexchange.com	919-882-838
atalvst (f/k/a BINW) -WA	Catalyst Workplace Activation 1707 Dock St Tacoma, WA 98402	253-592-6000		accounting@catalystactivation.com	253-592-600
atalyst (rikra Binwy) -wA atalyst Office- CA	Catalyst Workplace Activation 1707 Dock St Facoma, WA 96402 Catalyst Office 4 Park Plaza, Ste 100 Irvine, CA 92614	714-916-3635		catherinem@catalystactivation.com	253-592-600
BI-Carolina Business Interiors-NC	Caralyst Onice 4 Park Plaza, Ste 100 Invite, CK 920 14 Carolina Business Interiors 4020 Yancey Road Charlotte, NC 28217	704.525.7630	Bob Faust - x271	accountspayable@cbi-nc.com	704.527.936
BI-Carolina Business Intenors-NC			Bob Faust - x271		
ST-T OT Eddordalo, T E	CBI 888 East Las Olas Blvd Fort Lauderdale, FL 33301	954.315.3100		ap@cbi-nc.com	954.767.032
BI GROUP-TX	CBI Group, Culture Based Interiors 12626 Silicon Drive San Antonio, TX 78249	210.655.3375		accountspayable@cbi-office.com	
DC Designs-CA	CDC Designs Dena Whitaker 2915 Red Hill Suite G201 Costa Mesa, CA 92626	714-641-4868		elvied@cdcdesigns.com	714-668-89
I Select-St. Louis, MO	CI Select 1184 Westline Industrial St Louis MO 64136	314-909-1990		apinbox@ciselect.com	314-909-191
itron Workspaces-CO	Citron Workspaces 197 SO. 104th St, Ste C Louisville, CO 80027	303-531-2510	Brenda x103 A/P	accounting@sourceot.com	303-665-769
MA (Commercial Marketing- MD.	CMA Purchasing 411 Aviation Way, Ste 240 Frederick, MD 21701	240-215-9700 (x102)		tess.fogle@cma-purchasing.com	240-215-972
ollective Design Studio	Collective Design Studio 7230 W 162nd St, Ste C Stilwell, KS 66085	913-897-2172		info@cdskc.net	
olor Art-St. Louis	Color Art Integrated Interiors 1325 N Warson Rd St. Louis, MO 63132	314-432-3000	Celeste McCurry	asikorski@color-art.com	314-432-15
ommercial Design Services- Tampa	Commercial Design Services 5805 Barry Rd Tampa, FL 33634	813-886-0560	Paul Rys	aedwards@cdstampa.com	813-884-62
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ommercial Furniture Interiors-NJ	Commercial Furniture Interiors 1154 Route 22 Mountainside, NJ 07092	908-518-1670	Debbie Denbu - Acct	csr@cfioffice.com	908-654-84
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ommercial Works- OH	Commercial Works 1299 Boltonfield St Columbus, OH 43228	614-870-2342		furniture@commercial-works.com	317.890.602
omplete Office Furniture-WA	Complete Office Furniture Rick Gillespie 11521 E Marginal Way S. Suite 100 Seattle WA 98168	262-255-8097 A/P Alvssa		acctspayable@bcowi.com	206-576-57
onnect People + Spaces - CO	IE Offices 1755 Blake St, Ste 125 Denver, CO 80202	303-292-0437		hagerl@connectpeopleandspace.com	
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ontinental Office Enviro- Columbus, OA	Continental Office Environments 2601 Silver Dr Columbus, OH 43211	614-262-5010		ap@continentaloffice.com	614-262-166
ontract Design Associates - WA	Contract Design Associates 402 E Sprague Ave Spokane WA 99202	509-624-4220		sharon@cdainteriors.com	509-623-177
5		216-351-7575		0	216-741-421
ontract Source- OH	Contract Source Inc 2 Corporation Center Broadview Heights, OH 44147		Merriam A/P	crolinc@contractsource.com	
opelin Contract- OK	Copelin Contract 4232 Kensal Rise PI Norman, OK 73072	405-364-7011	Merriam A/P	payables@copelins.com	405-364-57
prporate Business Interiors- CA	Corporate Business Interiors 3501 Jamboree Rd, Ste 400 Newport Beach, CA 92660	949-225-3900		invoices@cbimail.com	714-671-18
orporate Concepts- IL	Corporate Concepts 500 Waters Edge, Ste 200 Lombard, IL 60148	(630) 691-8800	Allan A/P	accounting@corpconc.com	(630) 691-8
orporate Design Inc- IN	Corporate Design 1419 W Lloyd Expwy Evansville, IN 47710	812-422-3000		dlabhart@cdievv.com	812-422-34
prporate Interiors- DE	Corporate Interiors 223 Lisa Drive New Castle, DE 19720	302-356-1029		accountspayable@corporate-interiors.com	
prporate Interiors-Jacksonville, FL	The CI Group 12115 28th St North St. Petersburg, FL 33716			invoices@the-cigroup.com	
eative Business Interiors-WI	Creative Business Interiors 1535 S 101st St Milwaukee, WI 53214-4008	414-545-8500	Martha Korinko-A/P	ap@creativebusinessinteriors.com	414-545-85
eative Interiors Inc - NM	Creative Interiors Inc 1030 Agua Fria Street Santa Fe, NM 87501	505-983-3384		lucy@c-interiors.net	505-983-33
eative Office Environments- RI	Creative Office Environments 41 Commercial Way East Providence, RI 02914	401-435-4141	Louise Riche A/P	louise@coe-ri.com	401-435-41
eative Office Environments- VA	Creative Office Environments of Richmond 11798 N Lakeridge Pkwy Ashland, VA 23005	804-329-0400	Rick Carr	coe ap@creative-va.com	804-321-31
eative Office Pavilion-Boston	Creative Office Interiors, Inc. One Design Center Place, Ste 734 Boston, MA 02210	617-956-4100	Purchasing Rachel Marshall	ap@cop-inc.com	617-426-65
eative Office Pavilion - RI	Creative Office Pavilion 10 Mutual Place Providence. RI 02906	401-274-2444	Liz Cochrane	alla.sharovsky@cop-inc.com	401-274-58
eo Hospitality- CA	Creo Hospitality 19752 Mac Arthur Blvd, #210 Irvine, CA 92612	909-718-8014		kate@creohospitality.com	
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G Office-Houston, TX	CRG Office 7108 Old Katy Rd, Ste 150 Houston, TX 77024	713-803-0100	Linda Verha - A/P	romeror@crgoffice.com	713-803-01
R-San Francisco	CRI 130 Sutter St., 3rd Fir. San Francisco, CA. 94104	415-989-0773		info@cri-sf.com	415-986-84
Itura- San Diego	Cultura 5010 Shoreham PI, Ste 110 San Diego, CA 92122	858-755-1390		ap@culturasd.com	+10-000-04
itura- San Diego VC-GA		770.243.2976	Oren Statu "A/P		770 243 29
	CWC 4343 NE Expressway Atlanta, GA 30340		oren Statu -A/P	oren.statum@c-w-c.com	
Ivey Design- NV	Dalvey Business Environments 5173 S Eastern Ave Las Vegas, NV 89119	702-740-4000		kjdalvey@aol.com	702-740-44
ncker- Baltimore, MD	Dancker 575 S Charles St, Ste 408 Baltimore, MD 21201	301-350-8700		financeMD@dancker.com	
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					000 500 51
wis Parnership Architects- CO	Davis Partnership Architects 2901 Blake Street, Ste 100 Denver, CO 80205	303-861-8555 214-812-9056		jerry.lam@davispartnership.com	303-500-54

Hi5 Furniture, Inc. Customer Contact List May 13, 2019

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sign & Integration Inc MD	Design & Integration Inc MD 1001 Rectory Lane Baltimore, MD 21211	410.467.2815		kdonnelly@designandintegration.com	410.467.283
esigned Business Interiors- KS	Designed Business Interiors, Inc. 107 SW 6th Street Topeka, KS 66603	785-233-2078		kevin_sutcliffe@dbi-topeka.com	785-233-225
esks, Inc - Denver	Desks Inc 445 Bryant St. Unit 8 Denver, CO 80204	303-777-7778		accounting@desks-incorporated.com	
etails Ltd- VA	Details Interior Design 403 18th St, Ste 200 Virginia Beach, VA 23451	757-491-2715		details@detailsinteriordesign.com	757-491-221
imension Development-LA	Dimension Development Two LLC 769 Hwy 494 Natchitoches, LA 71457	318-352-8276		tammy.bennett@dimdev.com	318.352.221
ouron Commercial Interiors- MD	Douron Commercial Interiors 10 Painters Mill Rd Owings Mills, MD 21117	410-363-2600	Heather DePetris	ddillon@douron.com	410-363-165
akes-North Platte. NE	Eakes Office Plus. Inc. PO Box 2098 Grand Island. NE 68802			ap@eakes.com	
akes - Grand Island, NE	Eakes Office Plus, Inc. PO Box 2098 Grand Island, NE 68802	308-382-8026	Diana A/P	ap@eakes.com	308-382-740
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akes - Kearney, NE	Eakes, Inc. PO Box 2098 Grand Island, NE 68802	308-234-2538		ap@eakes.com	
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akes - Omaha, NE-	Eakes 8402 S 117th St. #200 La Vista, NE 68128	402-050-0011		ap@eakes.com	
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ements- CO	Eigne twenty Eigne beagin 7507 creekinere En Auslin, 1X 70740	303-471-4334		finance@workplaceelements.com	303-471-43
				0 1	303-471-43
lements - Fort Collins, CO mpire Office-Miami, FL	Elements 2501 Blake Street Denver CO 80205 Empire Office 10 Buist Rd Ste 504 Milford. PA 18337	970-568-5210 646-437-4162	Blair Runzo	finance@workspaceinnovations.com	347-649-91
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ON - Denver	EON Office 60 Tejon Street Denver, CO 80223	720-570-5400		rflorez@eonoffice.com	720.570.54
thosource Office Furniture-Eastern PA	EthoSource, LLC 180 Grace Blvd Morgantown, PA 19543	(610) 286-1766		stephh@ethosource.com	888-607-88
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vensonBest-NY	EvensonBest 641 Avenue of the Americas, 6th Floor New York, NY 10011	212-549-8000		ap@evensonbest.com	212-549-82
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xecutive Office Furniture	Executive Office Furniture 241 E Harrison St Tallahassee, FL 32301	850-224-9476		rsantiago@eofinc.com	850-224-87
xterus Business Furniture-VT	Exterus Business 4750 Shelburne Rd Shelburne, VT 05482	802-383-1770		tina@mesacontract.com	802-658-69
3 Concepts- SC	F3 Concepts 11132 Broad River Rd, Ste F Irmo, SC 29063	803-238-2931		dawn@f3conceptsllc.com	888-593-83
acilitec- MO	Facilitec 11550 Page Service Dr, Ste 100 St Louis, MO 63146	314-428-4900 x160		invoices@facilitec-stl.com	314-428-41
acilities Resource- Austin	Facilities Resource 11100 Metric Blvd. Ste 450 Austin. TX 78758	512-371-1232		jrodgers@fri-texax.com	512-371-91
FKR Architects - UT	FFKR Architects 730 Pacific Avenue Salt Lake City, UT 84104	801.521.6186		dschmunk@ffkr.com	801.539.19
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M Office Environments-NY		917-743-4437	Andrea - A/P		012-740-07
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A-Middle GA State University A-The University of Georgia		478-471-2502 706-542-2361			4/0-4/1-2L
	The University of Georgia Attn: Accounts Payable Business Services Bldg 424 E. Broad St. Athens, GA 30602-4214	706-542-2361 952-925-7500	01 1 0 14 0	ActPay@uga.edu	952-925-75
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				AP@goodmans.info	
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Hi5 Furniture, Inc. Customer Contact List May 13, 2019

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SA-Aegis Business Solutions	Aegis Business Solutions. LLC P.O. Box 14326 Kansas City, MO 64152 bharvey@sdvob.us	913-307-9922	Bridget Harvey	bharvey@sdvob.us	
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SA-DEA-El Paso Intelligence Center	GSA-DEA El Paso Intelligence Center 11339 SSG Sims St. El Paso, TX 79918-8033			invoice.epic@usdoj.gov	
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SA-National Academy of Sciences	National Academy of Sciences 500 Fifth Street N.W Washington D.C 20001	202.334.2014		Invoices@nas.edu	
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SA-Shore Total Office-CA	Shore Total Office 9530 Cabot Drive San Diego, CA 92126			ana@shoretotaloffice.com	
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SA-VA Medical Centers-NJ SA National Academy of Sciences	GSA-VA Medical Centers-NJ Murlen Henderson 385 Tremont Ave. East Orange, NJ 07018 National Academy of Sciences 500 5th St. NW Washington, DC 20001	862.452.0987 202-339-3831			
		202-339-3831		like des Qerrenterents einer	
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IL Office Solutions - Davenport	Iowa Illinois Office Solutions 5117A Tremont Avenue Davenport, IA 52807	563-388-7747	Vicki Arnold	tjacobsen@iailos.com	563-388-
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Hi5 Furniture, Inc. Customer Contact List May 13, 2019

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minaut- OH	Luminaut 1100 Sycamore St, Ste 200 Cincinnati, OH 45202	513-984-1070		wchristoophersen@luminaut.com	513-984-1089
INC-NC	M Inc 230 Winslow St Fayettaville, NC 28301	910-689-0171	Melissa McIntosh	john@mincinteriors.com	910-483-214
M Office Interiors f/k/a Paragon- WI	M&M Office Interiors W233 N2833 Roundy Circle West Suite 100 Pewaukee, WI 53072-6287	262-781-2600		mblackbourn@mmoffice.com	262-783-5070
achabee Office Environments-NV	Machabee Office Environments 6435 Sunset Corporate Dr Las Vegas, NV 89120	(702) 263-8800		afass@machabee.com	
acy's Corporate Services Inc	Macy's Corporate Services Inc 7 West Seventh Street Attn: Capital Control - 19th Floor Cincinnati, OH 45202-2471	513-579-7000		capitalinvoices@macys.com	
rathon Building Environments- MO	Marathon Building Environments 1715 Paris Road Columbia, MO 65201	573-875-7115		jconger@marathonBE.com	573-875-7116
BI Seattle-WA	MBI 600 Stewart St, Ste 1350 Seattle, WA 98101	2063435800		ap@mbiseattle.com	206-343-023
Cov Workplace Solutions- Houston TX	McCov-Rockford, Inc. 6869 Old Katv Rd Houston TX 77024	713-862-4600	A/C Sup Sondra Thurmond	accountspayable@mccoyinc.com	
Waters- Columbia SC	McWaters Columbia 1104 Shop Road Columbia, SC 29201	803-256-8303	No cap condia mamona	mhuxford@mcwaters.com	803-252-556
adows Office Interiors-NY	Meadows Office Interiors 885 Third Ave. 29th FI New York, NY 10022	212-741-0333		ap@meadowsoffice.com	000-202-000
lanie by Design- IA	Melanie by Design 2857 Mount Vernon Rd SE Cedar Rapids, IA 52403	319-320-6971		stephanie@melaniebydesign.com	
archants Office Furniture-CO	Merchants Office Furniture 2261 Broadway Derver, CO 80205-2535	303-297-1100		lexi@merchantsofficefurniture.com	
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.G Design Group LLC - TX		432-425-2727			317-573-223
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odel Home Interiors - NC	Model Home Interiors 7700 Port Capital Dr Elkridge, MD 21075	919-233-1000		vflorenzo@modelhomeinteriors.net	
DI-DBA (Vertex Business) -Baltimore, MD	MOI, Inc 1801 Porter St, Ste 100 Baltimore, MD 21230	410-265-5600		ap@moii.com	410-265-569
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DI - Washington, DC	MOI, Inc 1801 Porter St, Ste 100 Baltimore, MD 21230			ap@moii.com	
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inson Business Interiors -KY	Munson Business Interiors 2307 River Rd, Ste 100 Louisville, KY 40206	502-589-1236	Bella Inota A/P	ap@mbifurniture.com	502-589-131
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CI Office Concepts -MA	OCI Office Concepts Inc 100 Cummings Ct, Ste 139G Beverly, MA 01915	978-922-6090		sandy@ocioffice.com	978-922-607
C Group- TX	OFC Group 7704 Rocky Mountain Ln McKinney, TX 75070	817-798-2357		rustyj@officefurnituregrp.com	
ice Concepts - Waterloo	Office Concepts 319 Broadway Street PO Box 808 Waterloo, IA 50704-0808	319-234-1221	Steve Mohlis	sstaker@officeconceptsltd.com	319-234-650
ice Creations-GA	Office Creations 5250 Brook Hollow Pkwy Norcross, GA 30071	678-714-7474		ap@officecreations.net	678-714-747
ice Elements-IA (General Business)	Office Elements 1102 4th St Sioux City, IA 51101	712-255-0181	Danielle A/P	creesa@officeelements.net	712-255-020
fice Elements - Cedar Rapids IA	Office Elements - Hiawatha 713 Nebraska Street Sioux City, IA 51101	800-373-6899	Danielle A/P	creesa@officeelements.net	319-393-261
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ice Furniture Group-CA ice Furniture Now- TX	Office Furniture Group 18400 Von Karman Ave. Suite 110 Invine, CA. 92612 Office Furniture Now 4201 Supply Court #100 Austin, TX 78744	949.769.6400 512-448-3769 x 41	Kochelle Kadin Tiffany Ellis - A/P; Sara Shoreland - P	ap@orginc.com payables@officefumiturenow.com	949.769.640 512-444-260
		512-448-3769 x 41 301 921 0900	rmany Ellis - A/P; Sara Shoreland - P		512-444-260
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ice Resources (ORI) - Boston, MA	Office Resources 263 Summer Street Boston, MA 02210	617-423-9100		ap@ori.com	617-423-559
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		719-433-7303	Lew Ditto A/P	ap@officescapes.com	719-574-113
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ceWorks- IN	Officeworks 12000 Exit Five Parkway Fishers, IN 46037-7940	317-577-3510		owpayables@officeworks.net	317-577-398
FICEWORKS - MA	OfficeWorks 20 Terry Avenue Burlington, MA 01803	781.270.9000		acctpay@officeworksinc.com	781.270.989
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e Eleven Design- IN	One Eleven Design 203 E Berry St, Ste 704 Fort Wayne, IN 46802	260-424-1113		hcg@111designonline.com	260-424-111
e Office Solution a/k/a Perkins-IA	One Office Solution 435 W Norfolk Ave Norfolk, NE 68701	402-371-2108	Pres Heidi McNally -A/P	hmcnally@1officesolution.com	402-371-211
e Workplace - Santa Clara, NORTH CA	One Workplace 2500 De La Cruz Blvd Santa Clara, CA 95050	669-800-2500		ap@oneworkplace.com	669-800-250
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enSquare- WA	OpenSquare PO Box 45897 San Francisco, CA 94145-0897	206-768-8000		accountspayable@open-sq.com	206-768-023
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ron Hall- CA	Parron Hall 9655 Granite Ridge Dr, Ste 100 San Diego, CA 92123	858-268-1212	Lisa Hutte A/P	bscherer@parronhall.com	858-292-707
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ar Workplace Solutions-CO	Pear Workplace Solutions PARK CENTRAL 1515 ARAPAHOE ST TOWER 1 SUITE 100 DENVER, CO 80202	303.824.2000		pbray@pearwork.com	303.824.200
due Office - Jacksonville	Perdue Office 5 W Forsyth Street Suite 100 Jacksonville, FL 32202	904-807-5715		ticia.mahon@perdueoffice.com	
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ott-Des Moines	Pigott, Inc. 3815 Ingersoll Avenue Des Moines, IA 50312	515-279-8879	Tina A/P-C Rapids	mhunter@pigottnet.com	515-279-73
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ot Interiors - LA. CA	Pivot Interiors Inc 3355 Scott Bivd, Ste 110 Santa Clara, CA 95054	323 801 2037		accounts payable@pivotinteriors.com	400-432-300
IC - NC	PMC Commerical Interiors 3000 Perimeter Park Drive Morrisville. NC 27560	(919)325-0002	Craig Bixby A/P	ap@pmccommercialinteriors.com	919-829-010
wok- MN	Prevolv 2635 University Ave W #120 St Paul. MN 55114	651-645-2055 ext 201	cial bluby Ar	vhoogheem@prevolv.com	818-028-010
ce Modern - MD	Price Modern 2604 Sisson Street Baltimore. MD 21211	410-366-5500	Craig Bixby A/P	accounts.payable@pricemodern.com	443-403-23
ce Modern - Washington DC Area	Price Modern 2004 Steson Street Balantole, MD 21211 Price Modern 4400 Forbes Blvd Lanham, MD 20706	301-459-8111	Craig Bioby A/P	accounts.payable@pricemodern.com accounts.payable@pricemodern.com	443-403-23
fessional Office Environments (POE) MO	POE 222Millwell Dr Maryland Heights MO 63043	301-459-6111		mdemarco@poe-inc.com	314-621-07
Space Interiors Inc - CO	ProE 222/milliweii Dr Waryano Heignis WO 5043 ProSpace Interiors Inc 50 Heinz St Delta, CO 81416	970-874-8006			970-874-38
F Group- OH	RCF Group 6454 Centre Park Dr West Chester, OH 45069	513-612-7303		theresa@prospace.biz ap@theRCFgroup.com	513-612-73
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d Thread (BKM Total Office)-CT	Red Thread 340 Woodmont Road Milford, CT 06460	203-783-6758	Linda Perham	APInvoices@red-thread.com	203-876-79
E Business Interiors - Indianapolis IN	RJE Business Interiors 621 East Ohio Street Indianapolis, IN 46202	317-713-6345	Casey Thoma (A/P)	accountspayable@rjefurn.com	317-297-851
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ckford Bus Int - Austin TX	McCoy-Rockford, Inc. 211 East Riverside Austin, Tx 78704	713-862-4600		accountspayable@mccoyinc.com	
ver & Schutts, Inc Fort Worth	Royer & Schutts, Inc. 200 Bailey Avenue Suite 300 FT. Worth, Tx 76107	817-332-5424	Bill Royer - COO/Treasurer	ap@royer-furn.com	817-332-542
It Creek Interior Design-KS	Salt Creek Interior Design 7001 W 17th Ave Hutchinson, KS 67501-8844	620-259-7509		becca@saltcreekinteriordesign.com	
xton - Cedar Rapids	Saxton, Inc. 600 3rd St SE, Studio 300 Cedar Rapids, IA 52401	319-365-6967	Accounting Joyce Fritz	accounting@saxtoninc.com	515-244-635
xton - Des Moines	Saxton, Inc. 600 3rd St SE Studio 300 Cedar Rapids IA 52401-2010	515-244-6116	Joyce A/P	accounting@saxtoninc.com	(319) 365-23
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nger Design Group - CO	Senger Design Group 523 Cascade Avenue, Suite B Colorado Springs, CO 80903			mhoefler@sengerdesigngroup.com	
aw Interiors- IA	Light Expressions by Shaw 930 E River Dr Davenport, IA 52803	563-323-3611		clsmeltzer@lightexpressions.com	563-323-38
alton-Keller Group (SKG)- TX	Shelton-Keller Group 6301 E Stassney Ln, Bldg 9-100 Austin, TX 78744-3069	512-481-1500	Laura Bishop	accounting@sheltonkeller.com	512-481-15
eppard's Business Interiors-Omaha	Sheppard's Business Interiors, Inc. 725 South 72nd Street Omaha, NE 68114	402-393-8888	Stephanie Harde A/P	invoices@sbi-omaha.com	402-476-97
re Total Office-CA	Shore Total Office 9530 Cabot Drive San Diego, CA 92126	858-271-8645	Ana Lopez - A/P	biling@shoretotaloffice.com	858-689-23
nature Graphics-IN	Signature Graphics 608 S 9th St Noblesville, IN 46060	317-590-8454	Mike Sweit A/P	mikesweitzer@msweitzer.com	317-776-86
Source- NJ	SiteSource LLC 49 Wilson Rd Princeton, NJ 08540			annisa@sitesourcellc.com	609-683-11
hriver Purchasing-TX	Sixthriver Purchasing 1601 S Mopac Expwy, Ste 100-D Austin, TX 78746	512-306-9928		mweir@sixthriverpurchasing.com	512-306-79
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William P Peterson Associates-UT	William P Peterson/Associates 925 E. Executive Park Dr. Suite F Salt Lake City, Utah 84117	801-293-865	0 Bill A/P	bill@wppeterson.net	801-293-8655
Wilson Office Interiors - TX	Wilson Office Interiors 5051 Pulaski St Dallas, TX 75247	972-488-418	7 (AP)	dmarin@wilsonoi.com	972-488-8815
Wittigs-San Antonio TX	Wittigs 2013 Broadway San Antonio, Texas 78215	210-270-010	0	ap@wittigs.com	
WJ Office-NC	WJ Office 118 S. Big Valley St. PO Box 3529 Boone, NC 28607	828-264-328	3	ap@wjoffice.com	828-264-0972
Workflow Interiors (Donahue)-MA	Workflow Interiors, Inc. 132 Canal St Boston, MA 2114	781-672-580	0 x22 President Peter Eliot A/P	melanie@workflowinteriors.com	781-672-5810
Working Spaces-KCMO	Working Spaces 104 W 9th Street, Suite 101 Kansas City, MO 64105	816-234-877	8 Kelli Marie, Tamara	awahaus@wspaces.com	816-234-8779
Working Spaces-St. Louis	Working Spaces Inc 11624 Page Service Dr St Louis, MO 63146	314-918-877	8 Owner Nancy Apel	lladd@wspaces.com	
Workplace Resource-San Antonio	Workplace Resource, LLC 4400 NE Loop 410, Ste 130 San Antonio, TX 78218	210-226-514	1 Jamie MaCal A/P	accounting@wrstx.com	210-226-4218
Workplace Resource - Austin, TX	Workplace Resource 4400 NE Loop 410, Ste 130 San Antonio, TX 78218	210-226-514	1	accounting@wrstx.com	512-472-7888
Workplace Resource - CO	Workplace Resource 9600 East 40th Avenue Denver, CO 80238	303-313-334	0 Theresa Logan	denver.finance@wrcolo.com	303.571.4888
Workplace Resource Group (WRG)-TX	Workplace Resource Group (WRG) 2941 Trade Center Drive Suite 120 Carrollton, Texas 75007	972.446.910	0 Cloyse Wooley	bklassen@wrgtexas.com	972.446.1209
Workplace Resource of Oregon	Workplace Resource of Oregon 825 NE Multhomah St, Ste 270 Portland, OR 97232	503-238-159	0 Teresa Birrer	carrie_wren@wroregon.com	503-238-3549
Workplace Solutions- Houston	Workplace Solutions 2800 Kirby Drive Ste B200 Houston, TX 77098	713-993-979	7	accounting@wpsolutions.com	
Workplace Solutions- Jacksonville	Workplace Solutions 3733 University Blvd W, Ste 210A Jacksonville, FL 32217	904-997-887	8	anew@workplace.us	904-997-8087
Workplace Solutions-Dallas, TX	Workplace Solutions, Inc. 2651 N Harwood, Suite 300 Dallas, TX 75201	972-354-080	6 Joe Cunningham	accounting@wpsolutions.com	214-741-9669
Workpointe- WA	Workpointe 9877 40th Ave S. Seattle, WA. 98118	206.763.403		rebecca@workpointe.com	2067.763.4961
Workscape. Inc PA	Workscape, Inc. 1900 Lowe Street Pittsburgh, PA 15220	412.920.630		vacerni@workscapeinc.com	412.920.7570
Workspace Consulting Group-CT	Workspace Consulting Group 1 Landmark Sq 2nd Floor Stamford, CT 06905	203-918-511		sue@workspacecg.com	203-547-6035
Workspace Inc - Des Moines	Workspace Inc. 309 Locust St. Des Moines, IA 50309	515-288-709		dbellon@workspaceinc.net	515-288-0250
		515-266-705	- Dob Dollo (doolo payable)		510-200-0200

Hi5 Furniture, Inc. Customer Contact List May 13, 2019

Customer	Bill to	Main Phone	Primary Contact	Main Email	Fax
Workspace Innovations- CO	Workspace Innovations 4414 E Harmony Rd, Ste 100 Fort Collins, CO 80528	970-568-5210		accounting@workspaceinnovations.com	970-449-4475
Workspace Interiors by Office Depot-CA1	Workspace Interiors by Office Depot 1275 30th Street, San Diego, CA 92154			office.depot@conduent.com	
Workspace Interiors by Office Depot-IL	Workspace Interiors by Office Depot 455 Eisenhower Lane South Lombard, IL 60148	630.652.8155 dar		daniel.frankel@workspaceinteriorsod.com	
Workspace Interiors by Office Depot-MD	Workspace Interiors by Office Depot 6304 Woodside Court Columbia, MD 21046	410.381.4005		office.depot@conduent.com	
Workspace Resource-OK	Workspace Resource 404 S Boulder Avenue Tulsa, OK 74103	(918) 582-2404	Roger Rodic A/P x110	workspacecsr@workspaceok.com	918-583-4939
WorkSpace Resource - TX	WorkSpace Resource 12280 I-45 South, Ste C Conroe, TX 77304	936-756-1512	James Strol - A/P and Pres	ap@workspace-resource.com	936-273-3499
WRG-Workplace Resource-Dallas	Workplace Resource-Dallas 2941 Trade Center Drive, Suite 120 Carrollton, TX 75007	972-446-9100	Summer or Lisa A/P	maparson@wrgtexas.com	972-446-1209
Yamada Enterprises-CA	Yamada Enterprises 16552 Burke Lane Huntington Beach, CA 92647	714-843-9882	Ben Hamilton	ruby@yamadaenterprises.com	
Young Office-SC	Young Office 1280 Ridge Rd Greenville, SC 29607	864-281-9500		accountspayable@youngoffice.com	864-281-9555

3:02 PM 05/13/19

CERTIFICATION BY CORPORATE OFFERER

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

OFFERER:	_H:5F	arniture, I	- <u>^</u> ¢.
		me of Corporation)	
Dawn I, (Name of C	Boilean, Corporate Secretary	President	_certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

PAU MILIN \cap

(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

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

1

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

CORPORATE SEAL if available

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you <u>must attach a copy</u> of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Hi5 Furniture, Inc.

Name of company

Dawn Boileau, President

Printed Name and Title of authorized compar	y officer declaring below the confidential status of material	
0201 NIM 101of Torrooo	Kanaga City MO CI1ED and The	

OJUTINV TUTSLIENA	ice Kansas City	NO	0415	5 816-774-4050
Address	City	State	ZIP	Phone
ALL VENDORS COMPLETE ABOVI	E INFORMATION AND THE		CABLE O	NE BELOW

I <u>DO CLAIM</u> parts of my proposal to be confidential and <u>DO NOT</u> desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

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

Signature_____Date_____Date_____

OR -----

I DO NOT claim any of my proposal to be confidential, complete the section below only.

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

$\bigcap_{n \in \mathcal{N}} (n \in \mathcal{N})$	1		
Signature Dawn So	l	Date 5/13/2019	
Confidentiality Claim Form rev 02272019	I		
	1		



LIMITED LIFETIME WARRANTY

The following Hi5 Furniture warranty applies to products manufactured after August 1, 2017. This warranty is given to the end user and is valid for as long as the product is owned by that user. All warranties are considered registered unless, the end user is not provided at the time of the order, then the warranty does not apply. The warranty, which runs from the date of shipment, covers defects in materials and craftsmanship found during normal usage of the product during the warranty period. If a product is defective, and if written notice of the defect is given to Hi5 Furniture within the Applicable Warranty Period, Hi5 Furniture at its option will either repair or replace the defective product with a comparable component or product. Defective product shall be returned at the discretion of Hi5 Furniture and all returns must be authorized in writing in advance including a Return Materials Authorization Number. Hi5 Furniture, Inc. assumes no responsibility for labor or delivery charges. Freight charges for defective products and parts will be covered by Hi5 Furniture within the 48 continental United States with the method of shipping at Hi5 Furniture's discretion. The limitations of the Limited Lifetime Warranty include:

Electrical Products: Five (5) years

Wood, wood edges, glass, base glides, casters, adjustable height mechanisms, folding mechanisms, nesting or flipping mechanisms, self edges, table gangers, self adhesive wire management parts, modesty panels, hardware, CPU holders, divider panels, or any moving parts have a (1) year warranty.

Non-standard products: One (1) year

Third party specified and supplied products: Suppliers Warranty

WARRANTY IS VOID IF INVOICE IS NOT PAID ON TIME FOR ANY REASON.

All items should be inspected at two month intervals for missing glides, loose screws, broken or cracked welds, loose or unseated columns, etc. All specifications are subject to change without notice.

This warranty does not apply to damage caused by a carrier, alterations to the product not expressly authorized by Hi5 Furniture. It also does not apply to "Customer's Own Material" (i.e. material supplied by the customer that is not a standard Hi5 Furniture product offering) used in the manufacture of Hi5 Furniture products. Hi5 Furniture does not warranty the matching of color, grain or texture except to within commercially acceptable standards. A Product will not be considered defective and Hi5 Furniture will not be obligated to replace it, if the product is not installed or used as recommended by Hi5 Furniture.