



## **Solicitation Number: RFP #091423**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Palmer Hamilton LLC, 143 S. Jackson St., Elkhorn, WI 53121-1911 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.



D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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).



Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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 C.F.R. § 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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Palmer Hamilton LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/1/2023 | 2:56 PM CST

DocuSigned by:  
*John Gardner*  
By: 9732FD9C8E04468...  
John Gardner  
Title: President & CEO  
Date: 12/1/2023 | 12:11 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 12/1/2023 | 5:34 PM CST

# RFP 091423 - Furniture Solutions with Related Accessories and Services

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## Vendor Details

Company Name: Palmer Hamilton LLC  
Address: 143 South Jackson St  
Elkhorn, WI 53121  
Contact: Pamela Gannon  
Email: [contracts@palmerhamilton.com](mailto:contracts@palmerhamilton.com)  
Phone: 800-788-1028 919  
Fax: 262-723-5180  
HST#: 20-1201862

## Submission Details

Created On: Monday August 07, 2023 16:06:13  
Submitted On: Thursday September 14, 2023 11:08:29  
Submitted By: Pamela Gannon  
Email: [contracts@palmerhamilton.com](mailto:contracts@palmerhamilton.com)  
Transaction #: 539d6aeb-371a-4070-b679-cae2eb15033e  
Submitter's IP Address: 128.92.124.254

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Palmer Hamilton LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Palmer Hamilton does not have any subsidiary entities. whose equipment, products, or services are included in the Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Palmer Hamilton LLC does not have assumed names or DBA names.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Palmer Hamilton is not required to have a CAGE code or SAM identify number as we are not a government contractor, nor do we do business with the U.S. Government.
5	Proposer Physical Address:	Palmer Hamilton LLC 143 S JACKSON ST ELKHORN, WI 53121-1911
6	Proposer website address (or addresses):	www.palmerhamilton.com, www.phab-lab.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	JOHN GARDNER, PRESIDENT & CEO 143 S JACKSON ST ELKHORN, WI 53121-1911 JGARDNER@PALMERHAMILTON.COM 800-788-1028 EXT. 901
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	PAMELA GANNON, CONTRACTS MANAGER 143 S JACKSON ST ELKHORN, WI 53121-1911 CONTRACTS@PALMERHAMILTON.COM 800-788-1028 EXT. 919
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	RICHARD HEIN, DIRECTOR OF MARKETING 143 S JACKSON ST ELKHORN, WI 53121-1911 RHEIN@PALMERHAMILTON.COM 800-788-1028 EXT. 908

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>THE TRUSTED PARTNER IN PROVIDING TURN-KEY SOLUTIONS FOR A VARIETY OF SPACES:</p> <p>Palmer Hamilton, located in Elkhorn, Wisconsin, is a leader in designing, manufacturing, installing, and supporting dining, media, e-sports, stem and other spaces in K-12 and higher education environments. Founded on innovation, quality and customer service, Palmer Hamilton offers a variety of choices for gathering, dining, and seating needs, and delivers high quality, durable products that are safe and easy to use. In 2023, Palmer Hamilton expanded its offering in outdoor furniture to meet the ever-growing demand for outdoor dining solutions. Also in 2023, Palmer Hamilton is now designing, manufacturing, and installing furniture ideally suited for e-sports. With our new partnership with RESPAWN, Palmer Hamilton is uniquely differentiated in our ability to provide solutions for e-sports teams and clubs in K-12 and higher education.</p>

#### Updated Mission, Vision and Core Values (June 2023)

##### Our core values:

**Trusted Partner:** We strive to build enduring relationships based on integrity, reliability, and exceptional service.

**Collaborative Energy:** We thrive on creating an immersive experience that ignites collaboration, promotes engagement, and unlocks the full potential of teamwork.

**Unwavering Commitment:** Knowing time is valuable, we strive to elevate our performance each day by acting with a sense of purpose and urgency.

**Product Excellence:** We take pride in continually improving the quality of our products and services to ensure our customers have a comprehensive set of solutions to meet their unique needs.

##### Our Mission:

Our mission at Palmer Hamilton is to create exceptional environments that inspire learning, collaboration, and innovation through building a durable and profitable organization. Our relentless focus on employee development, process improvement, and product quality ensures we deliver spaces conducive to lifelong learning.

##### Our Vision:

Our vision is to pioneer the industry in creating spaces that empower individuals, enhance engagement, and facilitate the exchange of ideas for students, educators, and communities.

#### A LONG AND PROUD HERITAGE:

##### The Start.

Palmer Hamilton, a Wisconsin based company, was founded in 1880 by James Edward Hamilton, a skilled woodworker and entrepreneur. In the fall of 1880 William Nash, the publisher of the Two Rivers Chronicle, approached Hamilton to ask if he could improvise a wood type for his printing press. Hamilton cut out the words "Grand Ball" with a jigsaw and mounted the letters on another block of wood. He used this unique and less expensive innovation from recent trends in typesetting and built the business into the largest manufacturer of wood type in the US. In 1881 Hamilton constructed a building and over the course of the next 11 years his company grew to employ 200 men with \$500,000 in sales. Hamilton, ever the innovator, realized the similarity in cabinetry for detailed instruments, and in 1886 became the first in the country to start making dental cabinets. American Dental Cabinets Company remains to this day, known for high quality and exceptional functionality. The next big growth phase took place when, in another first, the Hamilton Company started to design and manufacture drafting tables in 1917.

Edward Hamilton retired in the early 1920s. His son, E.P. took over the business and continued to innovate adding a medical line of furniture and engaging in contract manufacturing for a wide range of products including radio cabinets, a juvenile line of furniture called "Child Craft" and steel laboratory equipment. In 1938, the Company took over the full laboratory line of furniture from Invincible Company located in Manitowoc, WI. Next the Company launched the first ever automatic clothes dryer in 1938. The home appliance line was sold in 1968.

##### Continuing to Innovate and Build

##### The Mid-Century.

Over the course of the next 15 to 20 years, the Hamilton Company continued to grow and excel at manufacturing its various product lines. In 1959, the Company purchased the mobile folding table line from Minneapolis based Hadleman-Homme, Inc. This table revolutionized school cafeterias and laid the groundwork for what is still the core business today. The Hamilton Company then added the Designer line of furniture in 1966 to complement its rapidly growing mobile folding table business. From 1968 to 1982, the Hamilton Company became part of American Hospital Supply Corporation headquartered in Evanston, IL. In 1982, AHSC sold the company to Charles Barancik. Shortly after that, in 1986, the innovation trend continued when the MAX, a new table-based system was introduced to the market. Toward the end of the 1980's the mobile folding table line continued to grow rapidly, and Palmer Snyder needed more manufacturing space. Charles Barancik wanted to keep manufacturing in Wisconsin and embarked on a search for a new location. He finally settled on an existing manufacturing plant located at 143 South Jackson Street in Elkhorn, WI.

This 195,000 SF facility partially spans close to 3 blocks and currently serves as both the company headquarters as well as its main manufacturing facility for all product lines.

The mobile folding table line production was moved from Two Rivers to Elkhorn in 1989.

Industry Leader in Education Furniture.

##### The Modern.

The decade of the 90s was one of dramatic changes. After successfully moving the

		<p>mobile folding table line to a new facility in Elkhorn, Charles Barancik sold the company to Jerry Andino and Frank Nuesbaum, who changed the company name to Mesa Industries. Shortly thereafter, the company moved the dental cabinet line to Elkhorn. A few short years after that, the company sold the medical line to MDT and then went into receivership with Northern Bank and Trust in 1995. In 1996 Rudolph Stone Investment Group purchased the assets of Mesa Industries and change the name to Palmer Snyder. As the business stabilized, the company made a significant move and entered the K-12 Food court market, which remains a significant core strength today. Rudolph Stone sold the business to John Gardner in 2005 and it became known as Palmer Hamilton.</p> <p>Since John Gardner took ownership, the company has continued to add to its expanding portfolio. In 2008, an outdoor furniture line was added and then, rediscovering its innovative roots, the first ever battery charging table was introduced to the market. Between 2005 and 2021, new and updated mobile folding tables were added and the company became the leader in designing and manufacturing furniture for K-12 Food court. In 2018, the company started its PHabLAB division that focuses on design, installing and maintaining STEM/STEAM spaces.</p> <p>Today and Beyond... Throughout 2022, the company made significant investments in the business, including \$5 million in new manufacturing equipment and a complete remodel of the corporate office space. Since 2020 Palmer Hamilton has launched numerous new products adding to the broadest product line offering in the industry today. Palmer Hamilton retains the long-standing reputation of high-quality products combined with outstanding customer service.</p>	
11	What are your company's expectations in the event of an award?	<p>Palmer Hamilton has been an awarded NJPA/Sourcewell Vendor since 2009 on four different furniture related NJPA/Sourcewell contracts and it has become a coveted and valuable part of our marketing strategy when working with education, and non-profit customers We remain committed to being a strong partner and supporter of Sourcewell. Palmer Hamilton aptitude to listen and understand the Participating Entity's needs will continue to be one of our main objectives in the relentless drive to make the Participating Entity's experience with us effortless. We deliver innovative quality solutions to meet Participating Entity's specific needs without them having to go out to bid.</p> <p>Palmer Hamilton has experienced a steady and reliable increase in sales with each new contract. As of 2022, Sourcewell has been our most successful contract, and we anticipate this will continue with future contracts. We are eager to pursue a similar partnership with Sourcewell's partner in Canda, Canoe. We will accelerate our efforts to educate our extensive dealer network on the benefits of using Sourcewell wherever possible and by doing so we expect to see another 20% to 25% increase in sales over the duration of the new contract.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Palmer Hamilton is financially strong and fiscally responsible company with fiscal 2022 revenue of \$46 million. Palmer Hamilton continues to pursue strong financial discipline while increasing investment in the business to enhance our product quality, manufacturing capabilities, and customer service. In 2022, our company invested approximately \$5 million in new equipment and other functions, as well as strategic investments to expand our collection of outdoor and gaming furniture.</p> <p>For more information, please see our uploaded documents in Financial Strength and Stability T2.12 for Palmer Hamilton's Grant Thornton LLP Independent Accountants' Review Report 2020, 2021, 2022 (draft, pending approval), DFI Certificate, and Palmer Hamilton's most current income statement.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>While there is no clear market industry information to decide on market share. Palmer Hamilton is thought of as a fast-growing mid-market furniture manufacturer providing great design at an affordable price.</p> <p>Palmer Hamilton believes our share of the market ranges from 5-40% varying by geography across the U.S.</p> <p>30-40% Range for Turn-Key K-12 Dining Solutions 20-40% Range for Cafeteria Furniture 10-30% Range for Library Furniture 5-20% Turn-Key Library Environment 15-30% Phab/Steam Lab/Environments</p> <p>99% of Palmer Hamilton's revenue was in the Americas.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Palmer Hamilton maintains the same commitment to Core Markets in Canda and the United States and the US Territories. Although our Canadian market share is less than 5% of the US market, we will continue to grow and increase market shares on all our "Core Markets".</p>	*



15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Palmer Hamilton has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Palmer Hamilton is highly regarded as a manufacturer of a wide range of high-quality furniture for dining, media, fab lab, e-sports, and outdoor spaces augmented with extensive design capabilities and Participating Entity's satisfaction.  By providing quality products and services we are committed to building long-term relationships with our Sourcewell Participating Entities. Our client-centric business model is the engine that continues to drive Palmer Hamilton's growth.  We employ a team of 10 experienced designers with approximately 80 years of total design experience. Our designers are also supported by approximately 50+ other dealer employed designers. Our sales team is augmented with a network of over 300 educational furniture and educational technology dealers and teacher professional development firms located throughout the United States and Canada. Palmer Hamilton has five regional sales managers that are supported by four direct sales agents or representatives nationwide who will be available to serve Sourcewell Participating Entity should Palmer Hamilton be awarded a contract under this RFP. We currently ship to all 50 states and have sales and distribution channels in the United Kingdom and Canada.  Regional sales managers, dealers, and sales agents are encouraged to attend Sourcewell "Get to Know Us" Forums, and experienced dealers are encouraged to participate in Sourcewell University opportunities.  Our dealers are held to a high level of quality and service, and will perform installation, warranty work, and other valuable services to Sourcewell Participating Entity's expectations. The Authorized Dealer Network is the standard operating procedure for Palmer Hamilton. Our dealers help us to respond to the needs of our clients while managing day-to-day relationships with our customers.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Palmer Hamilton authorized installers adhere to all state, local, and school requirements or certifications. An example of such requirements – Ohio is required to have a drug free workplace program.  Select authorized Palmer Hamilton installers have completed the 3M Advanced Installation Training, a three-day hands-on advanced training from 3M Graphics authorized trainers, including smooth and textured walls and floor graphics. Palmer Hamilton does work with third party certified service providers and obtain license verification and insurance certificates for all providers.  Palmer Hamilton is compliant with and/or holds the following certifications related to eco-labels, ratings, or certifications on some of or all of our products. - GREENGUARD Gold Certification - ANSI-BIFMA M7.1 / X7.2011 Compliant - California Section 01350 Compliant as outlined by the CDPH - FSC certified wood use only - UL Listed Product  Please find our Greenguard Certificate of Compliance, and UL 2040, uploaded in Financial Strength and Stability T2.17	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Palmer Hamilton has not had any suspension or disbarment instances applied in the past 10 years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	BUSINESS: <ul style="list-style-type: none"> <li>2023 FUTURE 50 AWARD WINNER - BIZTIMES MILWUAKEE BUSINESS NEWS</li> <li>2022 Preferred Partner of the Year 2022 - Nickerson</li> </ul> PRODUCT: New Product <ul style="list-style-type: none"> <li>2021 New Product Award - Spaces4learning Furniture, Fixtures &amp; Equipment Science/Vocational, K-12 Platinum <ul style="list-style-type: none"> <li>Spaces4Learning is a leading publication for education institutions, the architectural community, service providers and others interested in creating high-quality facilities. The brand's magazine, website and digital products bring together</li> </ul> </li> </ul>

a broad array of vital resources and services that keep facilities professionals abreast of current issues, trends and research; provide professional development opportunities; and connect those sharing a common interest.

SAFETY:

- 2021 Encova Safety Recognition Award – Encova Insurance

BROCHURE/SALES

- Mcan 2021 Manny Award
  - o B2B Brochure/Sales Sheet
  - o PHabLAB Process Sheet

PRODUCT: Rally Table with Attached Seating

- 2018 MLA – Modern Library Awards – Honorable Mention
  - o The MLAs recognize elite products and services that serve the library industry. Companies provide concise write-ups of their products/services and submitted for reviews. These are sent to the LibraryWorks readership – librarians in public, academic, K-12 and special libraries – who then submitted their reviews on a 1 – 10 scoring system. Each judge has to have had experience with the product or service, and each participating company also had to provide three references of library placements to submit their forms. Scoring levels are Silver, Gold and Platinum.

DESIGN: Outstanding Designs – Cafeteria/Food-Service Areas

- American School & University 2018 Outstanding Design – Educational Interiors Showcase (High School in AL)
  - o Projects that exhibit outstanding designs or qualities will be recognized and selected for publication as Outstanding Designs. The jury will select two Grand Prize winners, one in each of the K-12 and post-secondary categories. The jury will award Gold, Silver and Bronze citations to additional projects exhibiting exemplary features. The jury represents a mix of school administrators and American Institute of Architects (AIA) member architects. Primary consideration will be given to the design firm's solution to the stated educational program requirements. Considerations include problem statement and technical specifications, Architect/Designer response to the program requirements, aesthetic characteristics of the solution, and overall presentation of materials.

- 2017 MLA - Modern Library Awards – Gold Award

- o The MLAs recognize elite products and services that serve the library industry. Companies provide concise write-ups of their products/services and submitted for reviews. These are sent to the LibraryWorks readership – librarians in public, academic, K-12 and special libraries – who then submitted their reviews on a 1 – 10 scoring system. Each judge has to have had experience with the product or service, and each participating company also had to provide three references of library placements to submit their forms. Scoring levels are Silver, Gold and Platinum.

PRODUCT: Hive Lounge Furniture

- 2017 MLA – Modern Library Awards – Honorable Mention
  - o The MLAs recognize elite products and services that serve the library industry. Companies provide concise write-ups of their products/services and submit for reviews. These are sent to the LibraryWorks readership – librarians in public, academic, K-12 and special libraries – who then submitted their reviews on a 1 – 10 scoring system. Each judge has to have had experience with the product or service, and each participating company also had to provide three references of library placements to submit their forms. Scoring levels are Silver, Gold and Platinum.

PRODUCT: Kurpie Chairs

- 2017 MLA – Modern Library Awards – Gold Award

- o The MLAs recognize elite products and services that serve the library industry. Companies provide concise write-ups of their products/services and submitted for reviews. These are sent to the LibraryWorks readership – librarians in public, academic, K-12 and special libraries – who then submitted their reviews on a 1 – 10 scoring system. Each judge has to have had experience with the product or service, and each participating company also had to provide three references of library placements to submit their forms. Scoring levels are Silver, Gold and Platinum.

- 2016 MLA - Modern Library Awards – Gold Award

- o The MLAs recognize elite products and services that serve the library industry. Companies provide concise write-ups of their products/services and submitted for reviews. These are sent to the LibraryWorks readership – librarians

		<p>in public, academic, K-12 and special libraries – who then submitted their reviews on a 1 – 10 scoring system. Each judge has to have had experience with the product or service, and each participating company also had to provide three references of library placements to submit their forms. Scoring levels are Platinum, Gold and Silver.</p> <ul style="list-style-type: none"> <li>• ALA - American Library Association Best Product for Tables 2015 <ul style="list-style-type: none"> <li>o The product is submitted to be judged by a panel of industry professionals. Companies provide images and a description of the product for submission in the category. The award represents the best product for design and function in the specific category.</li> </ul> </li> </ul> <p>PRODUCT: Re-Load Train Mobile Charging Table</p> <ul style="list-style-type: none"> <li>• Edspaces Innovation Award 2015 IIDA - International Interior Design Association <ul style="list-style-type: none"> <li>o The competition recognizes manufacturers and designers for excellence in product design for the learning environment. The awards program recognizes design excellence across a variety of six categories judged by a sterling panel. Edspaces is the premier event for the educational facilities marketplace exploring how the convergence of technology, space and pedagogy impact learning.</li> </ul> </li> </ul> <p>PRODUCT: Reload Mobile Charging Table</p> <ul style="list-style-type: none"> <li>• Best of NeoCon Gold Award 2014 <ul style="list-style-type: none"> <li>o New product entries are submitted for Best of NeoCon with 42 categories. The jurors are architects and designers, as well as corporate, education, healthcare, and government facilities management executives who are responsible for selecting and buying furniture and furnishings for their clients or organizations. Entries are previewed digitally by the jurors who then visit NeoCon showrooms in teams at the Mart. Honors include Gold and Silver awards, as well as Innovation Awards, Editor's Choice Awards and one Best of Competition Award. NeoCon is an annual show serving as the commercial design industry's launch pad for innovation.</li> </ul> </li> <li>• Design Journal &amp; Archinterious Best of 2014 Products – ADEX - Award for Design Excellence – Platinum <ul style="list-style-type: none"> <li>o ADEX is the largest and most prestigious awards program for product and project design in the A&amp;D industry. An anonymous panel of professionals representing a cross section of the design industry conducts all voting for the ADEX Awards. The ADEX Award represents the best product and project designs of the year. Each category has potential for three award levels of Platinum, Gold or Silver.</li> </ul> </li> </ul> <p>PRODUCT: Hive Collaborative Furniture</p> <ul style="list-style-type: none"> <li>• Best of NeoCon Gold Award 2014 <ul style="list-style-type: none"> <li>o New product entries are submitted for Best of NeoCon with 42 categories. The jurors are architects and designers, as well as corporate, education, healthcare, and government facilities management executives who are responsible for selecting and buying furniture and furnishings for their clients or organizations.</li> </ul> </li> </ul> <p>PRODUCT: Kendo Chairs</p> <ul style="list-style-type: none"> <li>• Best of NeoCon Gold Award 2014 <ul style="list-style-type: none"> <li>o New product entries are submitted for Best of NeoCon with 42 categories. The jurors are architects and designers, as well as corporate, education, healthcare, and government facilities management executives who are responsible for selecting and buying furniture and furnishings for their clients or organizations. Entries are previewed digitally by the jurors who then visit NeoCon showrooms in teams at the Mart. Honors include Gold and Silver awards, as well as Innovation Awards, Editor's Choice Awards and one Best of Competition Award. NeoCon is an annual show serving as the commercial design industry's launch pad for innovation.</li> </ul> </li> </ul>	
20	What percentage of your sales are to the governmental sector in the past three years	Palmer Hamilton's percentage of sales into the government sector over the past 3 years is between 1% and 3%.	*
21	What percentage of your sales are to the education sector in the past three years	Palmer Hamilton's percentage of sales into the education sector over the past 3 years is between 92% to 96%.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Palmer Hamilton utilizes our current Sourcewell and Sourcewell Stem contract as our primary national cooperative contract. We use Sourcewell as a national vehicle to maximize our effectiveness in marketing to education, nonprofits, and government entities. Sourcewell is the most requested and utilized contract in our portfolio.</p> <p>Palmer Hamilton estimated 3-year sales through cooperatives including Sourcewell, Sourcewell Stem, TIPS, KCDA, Region One, and Buyboard are approximately \$19 million. Palmer Hamilton has 10 state contracts. Our estimated 3-year reported sales total is: \$7.4 million.</p> <p>State of AL 3-year total: \$893,366.06  State of GA 3-year total: \$648,495.53  State of NY 3-year total: \$2,680,500.87  State of NC 3-year total: \$524,936.36  State of SC 3-year total: \$452,841.00  State of MS 3-year total: \$238,187.84  State of NJ (ESCNJ) 3-year total: \$1,989,010.99</p> <p>Cooperative and Purchasing Consortium Contracts: BuyBoard, TIPS, KCDA, Choice Partners, Goodbuy, COSTARS  State contracts: AL, ESCNJ, FL, GA, MS, NC, NY, SC, UT, WI</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Palmer Hamilton does not hold any GSA contracts.	*

#### Table 4: References/Testimonials

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Vacaville Unified School District	Juan Cordon, Director of Student Nutrition	Phone: 707-453-6114 or 707-453-6197	*
Murfreesboro City Schools	Sandy Scheele, Supervisor of Nutrition	Phone: 615-893-2313 x 10043	*
Newport News Public Schools	Cathy Alexander, Executive Director	Phone: 757-881-5030	*
Pixley Union School District	Wendy McPhetridge	Phone: 559-757-5207	
Southern University at New Orleans	Shaun Lewis, Director of Facilities Management	Phone: 504-286-5295	

#### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
K-12 Education	Education	New York - NY	Designed/Manufacture/Install Cafeteria Renovations	176,486	\$5,320,749.00	*
K-12 Education	Education	Florida - FL	Designed/Manufacture/Install Cafeteria Renovations	118,545	\$4,425,618.00	*
K-12 Education	Education	Washington - WA	Design and Production of cafeteria tables	47,652	\$1,732,115.00	*
K-12 Education	Education	California - CA	Designed/Manufacture/Install Cafeteria Renovations	95,602	\$1,260,249.00	*
K-12 Education	Education	Nevada - NV	Design and Production of cafeteria tables	78,965	\$1,252,328.00	*

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Palmer Hamilton directly employs the following: Vice President of Sales, Director of PH Design, Customer Service Manager, 6 Customer Experience Representatives, and five Regional Sales Managers: Northeast, Southeast, Midwest, West and Texas. Included in Additional Documents T6.26 is a Regional Sales Managers Territories Map along with a Dealer Locator. *
27	Dealer network or other distribution methods.	Palmer Hamilton has 11 independent national rep groups with a total of 68 salespeople in the United States. We have over 300 active dealers with the capability and experience to consistently execute vast, complex projects, within budget, and on time. Our dealers provide the local point of contact and significant scalability to respond with knowledge, skilled labor, workplace installation, and services to satisfy customer projects and high expectations. *
28	Service force.	<p>Palmer Hamilton's service work is performed by our 1800 dealers. Our sales force monitors and will process claims on behalf of Sourcwell Participating Entities. Our dealers, being the point of contract for Participating Entities, are responsible for sales and after-sales services.</p> <p>Design Services - Provides professional design consultation services to help clients optimize their spaces. Our experienced team collaborates closely with clients to understand their goals, functional requirements, and aesthetic preferences. We provide detailed design books with complete space layouts, including graphics, 2D and 3D design renderings, room elevations and everything else that helps our clients visualize the overall room design and layout.</p> <p>Project Management - Ensures a smooth and hassle-free experience, Palmer Hamilton offers comprehensive project management services. From initial planning and procurement to logistics and installation, our dedicated project managers oversee every aspect of the furniture implementation process. They work closely with clients, architects, and contractors to ensure timely delivery and successful execution of projects. *</p> <p>Delivery - Includes all aspects of uncartoning, inspection, and warranty services, along with repairs when needed. Reconfiguration of existing products available in certain markets.</p> <p>Installation and Assembly - Trained professionals that handle the installation and assembly of their furniture products. Ensuring all furniture is installed correctly, securely, and in compliance with industry standards. Our team is skilled in managing large-scale installations, minimizing disruptions, and ensuring efficient workflows.</p> <p>Warranty, Parts, and Maintenance – Offering warranty coverage on their furniture to provide peace of mind to our clients. Palmer Hamilton stands behind the quality and durability of their products. In late 2022, Palmer Hamilton implemented online case management to improve responsiveness to warranty, parts, and maintenance requests. The implementation of this process has dramatically reduced the backlog of service requests and has reduced the time it takes to resolve customer issues.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Over the past few years Palmer Hamilton has had the opportunity to serve Sourcewell Participating Entities and have honed our order process to the point where we propose to continue to use the current order process. Contract quotes are prepared by Palmer Hamilton for Sourcewell Participating Entities specific projects based on the information provided by our dealers. Since 2022, Palmer Hamilton has introduced a few new tools to make it easier for Sourcewell Participating Entities to provide projects to Palmer Hamilton. Visit our website for an example: PHDesign Quick Pick Form - <a href="https://palmerhamilton.com/?s=PHDesign+Quick+Pick+Form">https://palmerhamilton.com/?s=PHDesign+Quick+Pick+Form</a>.</p> <p>The dealer who has the relationship with the Sourcewell Participating Entity has “sold” the project through our contract is referenced in the body of the contract quote. The Palmer Hamilton dealer presents the contract quote to the Participating Entity and reviews it with them. Should changes be requested, Palmer Hamilton creates a revised/updated contract quote reflecting the requested changes, which the dealer then presents and reviews with the Sourcewell Participating Entity.</p> <p>Palmer Hamilton’s dealer network plays an integral role in marketing our current Sourcewell contract by working closely with current and prospective Sourcewell Participating Entities, explaining the solutions the contract provides to meet their unique needs. Should Palmer Hamilton be awarded a contract from this RFP our dealers will continue to play an integral role.</p> <p>Purchase orders are issued directly to Palmer Hamilton by the Sourcewell Participating Entity. We are able to streamline the process by preparing detailed contract quotes to the Participating Entities’ needs. The purchase orders are directly issued to Palmer Hamilton providing Palmer Hamilton with any specifics needed to report quarterly sales to Sourcewell as described in the Contract template.</p> <p>Incoming purchase orders are reviewed by a customer experience representative (account representative), forwarded to Palmer Hamilton’s contract manager for review and coding, and once again reviewed by our production planning manager prior to entering our system. The incoming purchase order is coded as a Sourcewell contract purchase order and is entered into our production system accordingly. Monthly reports are generated internally from Sourcewell contract purchase orders that have been invoiced in that specific month. These reports provide the information that is needed for creating the quarterly contract sales activity report listed in the Contract template.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Palmer Hamilton employs 6 customer experience representatives and three in-house project managers. We have a dedicated customer experience representative specifically for the Sourcewell contract who provides maintenance and management of this contract. Our experienced customer experience representative provides a timely response to all Sourcewell and Participating Entities inquiries, as well as assists with Business reviews along with the contracts manager. Each inside service individual, including outside sales and designers, is required to manage all service issues using Microsoft Dynamics 365CRM system.</p> <p>All quotations are required to be provided within 48 hours of receiving a request. We handle all service and warranty issues directly with the end user and bring in our dealers when required. Our customer support and warranty employees are required to travel when needed.</p> <p>Palmer Hamilton handles service and warranty issues directly with the end user to ensure an overall superior experience.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>In addition to actively marketing the Sourcewell Contract, Palmer Hamilton uses the Participating Agency List and promotes and advertises Sourcewell at several events and markets throughout the year. Please reference our Marketing Plan.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. Off-loading, inside delivery, setting-in-place and assembly where required are not included and can be quoted on a case-by-case basis at the request of the Sourcewell Participating Entity.</p> <p>Palmer Hamilton is prepared and has current procedures to serve Sourcewell Participating Entities in Canada. Due to the distance and shipping requirements outside the United States special pricing will apply due to the increased packaging, expense, freight expense, duties, etc. These charges will be calculated on a case-by-case basis based on the products involved and Sourcewell’s Participating Entities requested delivery location.</p> <p>Due to the wide variety, complexity and site-specific nature of our products, installation is not included and will be quoted on a per-project basis. Installation quotes reflect installation by trained and factory-authorized installers.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Palmer Hamilton services all North America, and US Territories.</p>	*



34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Palmer Hamilton services all sectors of educational and public entities.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Palmer Hamilton has no restrictions to Participating Entities inside the Continental U.S. other than our normal terms and conditions regarding delivery and freight: All prices quoted include delivery to one destination. U.S. List Prices are domestic prices only for shipment within the Continental United States. Off-loading, inside delivery, setting-in-place and assembly where required are not included and can be quoted on a case-by-case basis.</p> <p>Exceptions are Alaska, Hawaii, and US Territories. Alaska, Hawaii, and US Territories will have additional freight charges. The detailed pricing data includes our list pricing as well as the Sourcwell Participating Entities discounted price. We offer additional discounts based on project size and location.</p> <p>Due to the distance and shipping requirements for Alaska, Hawaii, US Territories, and outside the United States, special pricing will apply due to the increased packaging expense, freight expense, duties. These charges will be calculated on a case-by-case basis based on the products involved and the Sourcwell Participating Entities requested delivery location.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Executive Summary:</p> <p>Palmer Hamilton is a leading provider of innovative furniture solutions for public and private entities with a focus on educational environments. This marketing plan outlines the strategies and tactics to enhance Sourcwell's visibility, expand contact usage, and increase sales. By leveraging digital marketing channels, strengthening customer relationships, and emphasizing the benefits of purchasing via Sourcwell, Palmer Hamilton aims to achieve significant growth and establish Sourcwell as the go-to contract in the public purchasing sector.</p> <p>Company Overview:</p> <p>Palmer Hamilton is a well-established company with a strong reputation for delivering high-quality, durable furniture solutions for K-12 schools, colleges, and universities. The company's products include cafeteria tables, mobile folding tables, seating, and other flexible furniture options designed to enhance collaborative learning environments.</p> <p>Palmer Hamilton Marketing Objectives for Sourcwell Contract:</p> <ul style="list-style-type: none"> <li>• Increase awareness: Integrate Sourcwell contract information into existing digital marketing campaigns to increase Sourcwell contract visibility among educators, administrators, contractors, and other decision-makers in the education and public entity sector.</li> <li>• Expand customer base: Target new segments within the education industry, such as charter schools, vocational training centers, and public entities to grow Palmer Hamilton's and Sourcwell's customer base.</li> <li>• Enhance customer retention: Strengthen relationships with existing customers through personalized communication, exceptional customer service, and by making it easy to purchase via the Sourcwell contract.</li> <li>• Drive sales growth: Increase overall sales by promoting the unique features and benefits of Palmer Hamilton's products, emphasizing their durability, versatility, and customization options and the benefits of purchasing through Sourcwell.</li> </ul> <p>Target Market:</p> <p>Palmer Hamilton's primary target market includes:</p> <ul style="list-style-type: none"> <li>• K-12 schools: Public and private schools seeking durable, innovative furniture solutions for their cafeterias, classrooms, and common areas.</li> <li>• Colleges and universities: Higher education institutions looking for flexible and functional furniture to create dynamic learning environments.</li> <li>• Charter schools: Non-traditional educational institutions that require furniture solutions tailored to their unique needs.</li> <li>• Vocational training centers: Facilities providing specialized training programs where furniture must support practical applications and adapt to changing configurations.</li> </ul>



- Public entities: Healthcare, government entities, nonprofit organizations, needing personalized approach to creating their space.
- Marketing Strategies and Tactics:

Digital Marketing:

- Continually update and enhance our informative website that showcases Sourcewell's and Palmer Hamilton's product range, features customer testimonials, and provides easy access to resources and specifications.
- Utilize search engine optimization (SEO) techniques to improve the company's relationship with Sourcewell online visibility, ensuring Palmer Hamilton and Sourcewell rank highly in relevant search engine results.
- Leverage social media platforms, such as LinkedIn and, to share industry insights, product updates, and engage with the education community and private and public entities.
- Launch targeted digital advertising campaigns, utilizing platforms like Google Ads and Facebook Ads, to reach key decision-makers in the education, private and public sector.

Content Marketing:

- Create educational and engaging content, such as blog posts, whitepapers, and case studies, that incorporates the benefits of purchasing via Sourcewell and highlight the benefits of Palmer Hamilton's products in enhancing learning environments and public and private sectors.
- Where appropriate, collaborate with influencers, educators, and industry experts to create compelling content that resonates with the target audience.

Trade Shows and Events:

- Participate in prominent education-focused trade shows and exhibitions promoting Sourcewell to public entities to showcase Palmer Hamilton's products as well as our relationship with Sourcewell.
- We continuously host seminars and workshops at our Elkhorn, WI headquarters to educate educators, administrators, contractors, and architects about the latest trends in furniture design and the benefits of Palmer Hamilton's solutions. During these events, we highlighted the benefits of purchasing via Sourcewell.
- Customer Relationship Management:

We use Microsoft Dynamics for our CRM system. We routinely send personalized communication to customers through targeted email campaigns, addressing their specific needs and providing relevant product recommendations. Much of this content directs customers to our website, where Sourcewell is prominently displayed.

By following this comprehensive marketing plan, Palmer Hamilton can successfully position Sourcewell as a contract leader in the public education furniture sector along with the public and private sector, attracting new customers, fostering strong relationships with existing clients, and driving significant sales growth.

Uploaded under Marketing Plan/Samples please find our Palmer Hamilton Brochures, Guides, Finishes, Images, Process Forms, Dealer Locators, Sales and Customer Service Territory Map, Marketing Plan, National Contract Overview, PHabLAB Sell Sheet Resources T7.36.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Palmer Hamilton is on Facebook, Instagram, YouTube, and LinkedIn using multiple technology and digital platforms to market and promote our contracts, products, services, and partners. Below is a more detailed description.</p> <p>LinkedIn (Palmer Hamilton, LLC: Overview   LinkedIn) is where Palmer Hamilton curates content that highlights our products and services for professional audiences in a variety of industries. The content posted on LinkedIn includes:</p> <ul style="list-style-type: none"> <li>• Project images highlighting the impact of Palmer Hamilton’s ability to transform a space</li> <li>• White Papers demonstrating thought leadership</li> <li>• Blogs that share market and product insights</li> <li>• Testimonials (written and video) sharing what clients say about Palmer Hamilton</li> <li>• The content we post ranges from new product announcements, thought leadership blogs, case studies, testimonials and engaging images showcasing recent installations from our clients. We have a set list of hashtags we use per branding guidelines.</li> </ul> <p>Facebook (Facebook Link) Instagram (Instagram Link) are popular technology platforms for educators and administrators (K-12 and Higher Education, public and private sector) where Palmer Hamilton shares content and information that appeals to that audience as well as other audiences. Content includes:</p> <ul style="list-style-type: none"> <li>• Before and After images to show the transformation of a space</li> <li>• Short form blogs that highlight a specific topic of interest</li> <li>• Short video clips that share topics of interest, client testimonials or thought leadership</li> </ul> <p>Palmer Hamilton has links to all our content, but also has a YouTube (YouTube Link) that any Sourcewell participating entity can access to all video content we have available.</p> <p>Palmer Hamilton (Website) has invested heavily to update and expand our Meta Keyword and Descriptions for every web page on our website. As a result of our efforts, we have achieved a 50% increase in our overall page rankings.</p> <p>With respect to email marketing, Palmer Hamilton has over 60,000 contacts in our CRM database which is linked to the Palmer Hamilton Constant Contact platform. Contacts are updated nightly. Palmer Hamilton frequently engages these contacts through email marketing campaigns that cover some of the following topics:</p> <ul style="list-style-type: none"> <li>• New Product introductions</li> <li>• Service Offering updates</li> <li>• Performance metrics around quotes, leadtimes, warranty resolution times and other related business issues.</li> <li>• Contract Awards, including Sourcewell</li> <li>• Selected Palmer Hamilton organizational updates and announcements</li> <li>• Any other items that Palmer Hamilton feels needs to be communicated</li> </ul> <ul style="list-style-type: none"> <li>• Any other items that Palmer Hamilton feels needs to be communicated</li> </ul> <p>Uploaded under Marketing Plan/Samples please find Palmer Hamilton's Social Media Blasts, and Videos T7.37.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Palmer Hamilton believes Sourcewell’s role is to collaborate and demonstrate how we can best serve Sourcewell’s Participating Entities while growing membership and providing and promoting our products and services. Sourcewell, through their high level of integrity, ethics, and business practices should continue their efforts to gain acceptance on state, local, regional and district contracts.</p> <p>What sets Palmer Hamilton apart is our continued incorporation of Sourcewell in every Participating Entity contact, including: sales presentations, in-house training seminars, and all customer proposals. We have demonstrated significant growth in Sourcewell sales, year after year.</p> <p>We will continue to integrate the Sourcewell contract through training of our sales team, informing end users about Sourcewell and including Sourcewell's logo in all marketing literature, and displaying the Sourcewell logo at our tradeshow.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Palmer Hamilton products are available for qualified requests. The electronic systems allow purchasing entities to utilize one central method of submitting purchase orders, enhancing communication while streamlining paperwork.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Palmer Hamilton supports training in a variety of ways across the main divisions of the company.</p> <p>For the mobile furniture and food court installation, both customers and dealer representatives are trained in the operation and maintenance of our products. Customers are provided written operating and maintenance documents with every shipment. These documents are also readily available on the Palmer Hamilton website. Customers are trained by Palmer Hamilton experts upon delivery and/or installation of our products. Operational videos are available on our website. Customers can also arrange for on-site training, specific products training or company specific training.</p> <p>PHabLAB (makerspaces) customers are supported with a more extensive training program. Mandatory free of charge training for the school staff and educators is provided at the conclusion of the space installation that provides user orientation and training on the technical equipment. Additional training, for a nominal fee, is offered by Palmer Hamilton for ongoing educator professional development or NC3 Certification training. Upon completing the NC3 training courses educators will have relevant the necessary credentials and technical skills to be able to certify their students. Uploaded in Additional Documents is the PHabLAB Orientation Agenda Template T8.40.</p> <p>PHabLAB Orientation Example Agenda</p> <p>Day 1 9:00am – Introduction 9:15am – Makerspace Safety 9:30am – Creative Design Process 10:00am – INVENTORCLOUD Overview 10:15am – Break 10:30am – Dremel 3D45 3D Printing &amp; Computer-Aided Design 12:00pm – Lunch Break 1:00pm – SparkFun micro:bit &amp; Paper Circuits Activity 1:45pm – Makerspace Management 2:00pm – NC3 Certifications &amp; Ongoing Services 2:15pm – Extra Time for Wrap-Up Items &amp; Hands-On Practice 3:00pm – End of Day</p> <p>Day 2 9:00am – US Cutter P28 PrismCut Vinyl Cutter &amp; Heat Press 10:00am – BOFA Filtration 10:20am – Break 10:30am – Full Spectrum Muse 3D Laser Cutter &amp; Engraver 12:00pm – Lunch Break 1:00pm – Tormach xsTECH Overview 2:30pm – Time for Wrap-Up Items &amp; Extra Hands-On</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Since Palmer Hamilton's award of the 2020 Sourcewell contract we have expanded our industry leading product offering. We have new offerings in e-sports, collaborative furniture (NOOK) and outdoor spaces. Additionally, we have made significant investments (over \$5 million) in manufacturing technology to expand our capabilities so we can generate more of our components to ensure superior quality and lead-time reliability. We have also made significant investments in our business process infrastructure so that we can leverage technology to enhance our overall service capabilities.</p> <p>Our company was built on our mobile folding bench tables, which are known to be some of the smoothest operating and supported by the best warranty in the industry. Being true to our heritage, much of the past few years has been spent on improving how our products operate, especially our mobile folding tables and wall pocket tables. Using advanced design capabilities, Palmer Hamilton has made significant updates in the design of those two lines to improve operating efficiency. Palmer Hamilton continually seeks to expand its product lines, bringing a more comprehensive offering to the evolving needs of Sourcewell Participating Entities.</p> <p>Palmer Hamilton uses real measurable data to collaborate, learn about unique work environments to find the best solution for Sourcewell Participating Entities.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Palmer Hamilton is committed to supporting initiatives which focus on sustainability, and eco-friendly practices. Examples of these initiatives are:</p> <ul style="list-style-type: none"> <li>- Most Palmer Hamilton products are GREENGUARD Gold Certified through UL. This endorsement assures our customers that Palmer Hamilton is committed to maintaining the highest standards for indoor air quality.</li> <li>- Products which utilize our SMARTedge are constructed with 30% vegetable oil and are UV resistant. Because of the materials used, designers often specify SMARTedge in LEED accredited facilities.</li> <li>- Palmer Hamilton is a zero-discharge facility. No production fluids are dumped into the sanitary sewer systems or waterways.</li> <li>- Palmer Hamilton utilizes a powder paint system. Powder paint is considered non-hazardous and un-used overspray is reclaimed and reused.</li> <li>- Raw, unpainted, steel and aluminum are recycled.</li> <li>- Sawdust from wood processing is recycled locally, used for animal bedding.</li> <li>- Damaged or scrap skids are sent to a skid re-manufacturer for reuse and building of new skids.</li> <li>- Office paper, magazines, cardboard, packaging, printer ink cartridges, copier toners, aluminum cans, plastic containers, fluorescent lights, ballasts and other hazardous lamps are recycled.</li> </ul>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Palmer Hamilton is compliant with and/or holds the following certifications related to eco-labels, ratings, or certifications on some of or all of our products.</p> <ul style="list-style-type: none"> <li>- GREENGUARD Gold Certification</li> <li>- ANSI-BIFMA M7.1 / X7.2011 Compliant</li> <li>- California Section 01350 Compliant as outlined by the CDPH</li> <li>- FSC certified wood use only</li> <li>- UL Listed Product</li> </ul>
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	<p>Palmer Hamilton completed a full office renovation and expansion in 2023, taking the opportunity to utilize our certified products (listed in line item 43) to furnish our newly renovated room. Moreover, major upgrades were made to the office infrastructure, including automated lighting systems, all energy efficient light bulbs, high efficiency HVAC heating and cooling systems, and high R value insulation.</p>
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Palmer Hamilton engages with a variety of organizations seeking and utilizing various diverse suppliers as well as small business organizations. We are an equal opportunity employer who implements fair labor and business practices. Palmer Hamilton has collaborated with our hub partner, April Mize Callahan DBA ADS Design Solutions.</p> <p>Palmer Hamilton does not retain ownership of any WMBE or veteran owned business certifications.</p> <p>Please see WMBE/NBE/SBE or Related Certificates T8:45 for April Mize Callahan DBA ADS Design Solutions WOSB and WBENC Certifications. Included is our Equal Opportunity Policy Statement under Related Certificates T8:45.</p>

46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Palmer Hamilton's value proposition for Sourcewell Participating Entities is centered on our unique ability to provide a comprehensive, turn-key experience to transform a variety of spaces, including dining, STEM / STEAM, outdoor, media, e-sports, libraries, and common areas.</p> <p>We have established an industry-leading reputation for fostering a collaborative approach to tailoring each design to the individual needs of the client. Palmer Hamilton's objective is to create spaces that end users desire to be part of, and that allow for a return on investment for purchasing on Sourcewell.</p> <p>When a Sourcewell Participating Entity requests Palmer Hamilton to transform their space, they will experience the collaborative turn-key experience understanding they will receive the finest and most durable furniture in the industry today. Backed up by an industry-leading warranty, allowing for peace of mind when it comes to purchasing the product. Palmer Hamilton is the only Sourcewell vendor that provides turn-key environment solutions in education and the public and private sector, from design to installation.</p> <p>It is critical to Sourcewell Participating Entities we provide them with the means to effectively integrate 21st century technology into STEM learning in an impactful way for students. This is accomplished by providing a flexible and modern learning environment along with digital fabrication tools and software. Educators will use the projects and curriculum we provide to integrate 21st century STEM skills into all their academic disciplines, including art, english, history, math, and science, in a way that focuses on the standards within the discipline and fosters learning and interest in STEM skills at the same time. These are achieved by incorporating professional development to enable today's educators to effectively teach STEM in a project-based learning environment.</p> <p>In addition, Palmer Hamilton provides Participating Entities not only with a Service Agreement, but a Design Agreement, and PhabLAB Program Agreement found in T9.53</p>
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### Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	<p>Palmer Hamilton provides a comprehensive warranty that covers all products, parts, and labor. Our warranty policy is crafted to not only cover all products but also to ensure the critical operating components (frames, glides, casters, edge materials, tops, etc..) are warranted against defects in original material or workmanship. We encourage Sourcewell members visit our website (Warranty - Palmer Hamilton) to read through what our policy covers and what exclusions may apply.</p> <p>Please see Warranty Information T9.47 for Palmer Hamilton's warranty.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Palmer Hamilton's products are designed and built to be durable and fully functional, therefore our warranties do not impose usage restrictions or other limitations. We do reserve the right to limit warranty support for normal wear and tear, products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void.</p> <p>Please refer to our warranty policy for specific details, Warranty Information T9.47.</p>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Palmer Hamilton will cover the travel expenses for Palmer Hamilton experts to travel to Sourcewell Members locations to inspect, diagnose, and repair any defects that are covered by our warranty. We do offer, for a fee, preventive maintenance inspections and services as well. We encourage Sourcewell Members to contact our dedicated Customer Experience Representatives or their Dealer Representatives for more information on this service.</p>

50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>When Sourcewell's Participating Entity receives a Palmer Hamilton product which requires warranty service, we have a procedure and policy in place for service.</p> <p>Palmer Hamilton has certified technicians available to perform warranty repairs throughout the US and Canada. Repairs or replacements would be coordinated directly through the factory. Each Sourcewell Participating Entity will be provided with detailed information as to how to contact Palmer Hamilton for all warranty work.</p>	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Palmer Hamilton will cover warranty service for items made by other manufacturers.	*
52	What are your proposed exchange and return programs and policies?	<p>Palmer Hamilton has consistently offered Sourcewell's Participating Entities the ability to exchange or return products that meet the following criteria:</p> <ul style="list-style-type: none"> <li>o Merchandise purchased through Palmer Hamilton may be returned for a refund of the cost of the merchandise on QuickShip product only. See <a href="http://www.palmerhamilton.com">www.palmerhamilton.com</a> for details on the most current QuickShip program offerings.</li> <li>o No returns are accepted on other products, upholstered furniture, or custom products.</li> <li>o Product must be in sellable condition without damage.</li> <li>o Purchaser to pre-pay freight charges upon return.</li> <li>o Returns must be initiated within 30 days of receipt.</li> <li>o Contact Palmer Hamilton to receive a Return Goods Authorization (RGA) number and instructions. Credit will be issued after products are received and inspected. Products will be inspected within 5 business days upon return to Palmer Hamilton.</li> </ul>	*
53	Describe any service contract options for the items included in your proposal.	<p>Palmer Hamilton's contract includes dock delivery. Services being added such as installation (described below) may be quoted and provided on a per project basis.</p> <p>Dock/Drop Ship: All deliveries shall be delivered to the site. End-User is responsible for unloading, unboxing and assembly. Dealers may receive and unload products at dealer or client dock but labor to do so or double handling is not included in "drop ship" price.</p> <p>Inside Delivery: Service includes meeting truck, unloading, and moving furniture to a designated area in the building. Unboxing, debris removal, and assembly will be the responsibility of the client.</p> <p>Installation: Includes inside delivery, uncrating, assembly, installation, removal of installation documents and approved plans and specifications. Project Management is primarily performed by the Palmer Hamilton Authorized Dealer with support from Palmer Hamilton. The service usually includes field measurements surveyed, documented, and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented, and coordinated; attend required coordination meetings with the purchaser and other contractors, from creation to implementation of spec list by our dedicated and experienced project manager.</p> <p>Beyond our original warranty, Palmer Hamilton provides a Service Agreement which includes routine service to ensure the proper working order of their equipment and to manage any warranty concerns and a Design Agreement. Our PHabLAB division offers a PHabLAB Program Agreement. Please find these uploaded under Standard Transaction Document Samples, T9.53</p> <p>Additionally, Palmer Hamilton will work with Sourcewell's Participating Entities who would like to have an alternate or more distinctive service contract.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Palmer Hamilton's payment terms are net 30.	*



55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Palmer Hamilton partners with National Cooperative Leasing (NCL) #032615-NCL to offer financing flexibility when budget is a concern offering municipal financing to the cooperative membership. Specifically designed for public entities and their legal requirements.</p> <ul style="list-style-type: none"> <li>• Helps Maximize Budgets. The total project cost doesn't need to fit into the budget, just the annual lease payments, which usually multiply purchasing power by 3 to 5 times.</li> <li>• Simple and fast approval process (same/next day).</li> <li>• Lease-to-own: No residual or buyout at the end of the lease.</li> <li>• Typically, Zero Down: No payments required upfront.</li> <li>• Non-Appropriation Language is included. Think of this as an annual out clause and as a result, voter approval is not needed.</li> <li>• No debt is created. You can pay with your operating budget.</li> <li>• Customized payment plans</li> </ul> <p>Under Additional Document T10.55 please find our Palmer Hamilton / National Cooperative Leasing Brochures.</p>	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Palmer Hamilton has had the opportunity to serve Sourcewell's Participating Entities throughout the past few years. In doing so, we have honed our order process to the point where we propose to continue to use the current order process. Contract quotes are prepared by Palmer Hamilton for Sourcewell's Participating Entities specific projects based on the information provided by our dealers. Since 2022, Palmer Hamilton has introduced a few new tools to make it easier for Sourcewell's Participating Entities to provide projects to Palmer Hamilton.</p> <p>Visit our website to view our Quick Pick Form, PHDesign Quick Pick Form - Palmer Hamilton.</p> <p>The dealer who has the relationship with Sourcewell's Participating Entity and has "sold" the project through our contract is referenced in the body of the contract quote. The Palmer Hamilton dealer presents the contract quote to the Participating Entity and reviews it with them. Should changes be requested, Palmer Hamilton creates a revised/updated contract quote reflecting the requested changes, which the dealer then presents and reviews with Sourcewell's Participating Entity.</p> <p>Palmer Hamilton's dealer network plays an integral role in marketing our current Sourcewell contract by working closely with current and prospective Sourcewell Participating Entity explaining the solutions the contract provides to meet their unique needs. Should Palmer Hamilton be awarded a contract from this RFP our dealers will continue to play an integral role.</p> <p>Purchase orders are issued directly to Palmer Hamilton by Sourcewell's Participating Entity. This process - with the detailed contract quotes being prepared by Palmer Hamilton, and the purchase orders being issued directly to Palmer Hamilton - provides Palmer Hamilton with the detail needed to report quarterly sales to Sourcewell as described in the Contract template.</p> <p>Incoming purchase orders are first reviewed by customer service and then forwarded to Palmer Hamilton's contract manager for review and coding.</p> <p>The incoming purchase order is coded as a Sourcewell contract purchase order and is entered into our production system accordingly. Monthly reports are generated internally of Sourcewell contract purchase orders that have been invoiced in that specific month. These reports provide the information that is needed for creating the quarterly contract sales activity report listed in the Contract template.</p> <p>Please find uploaded in Standard Transaction Document Samples are Palmer Hamilton's Terms, Conditions, and Rights, Service Agreement, PHabLAB Program Agreement, Contract Quote Order Form Sample, and our Full Design Agreement in T10.56.</p>	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Palmer Hamilton does accept the P-card procurement and payment process. There is a 3% additional cost to Sourcewell's Participating Entities for using this process.	*



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Palmer Hamilton strives to provide Sourcwell Participating Entities with the best possible pricing. Our pricing model is a percentage off List prices of the price lists included with our proposal, and is ceiling based, covering the entire U.S. Exceptions are Alaska, Hawaii,, US Territories and outside the United States.</p> <p>Alaska, Hawaii, US Territories and outside the United States will have additional freight charges. The detailed pricing data includes our list pricing as well as the Sourcwell Participating Entities discounted price. We offer additional discounts based on project size and location. Please find our uploaded detailed pricing data Palmer Hamilton Sourcwell Bid RFP # 091423 Price List December 2022 in T11.58.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The discount range presented in our response is 30% off of List, freight included to the requested delivery location, tailgate delivery, and is ceiling based. Palmer Hamilton offers additional discounts based on project size and requested delivery location.</p>
60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Additional discounts are available based on the product mix, models involved, quantities, and requested delivery location involved in a project. In over 95% of Sourcwell orders an additional discount is provided.</p>
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Palmer Hamilton offers Sourced Goods / Open Market items to Sourcwell Participating Entities. These will be identified in all contract quotes so Sourcwell's Participating Entities may determine the quoted prices for the products are fair and reasonable. We encourage Sourcwell Participating Entities to use this option as it facilitates complimentary products and streamlines the procurement process.</p> <p>Non-Standard options will be easily identified on contract quotes for Sourcwell's Participating Entities to determine that the quoted price is fair and reasonable.</p>
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. Off-loading, inside delivery, setting-in-place and assembly where required are not included and can be quoted on a case-by-case basis at the request of the Sourcwell Participating Entity.</p> <p>Due to the wide variety, complexity and site-specific nature of our products, installation is not included and will be quoted on a per-project basis. Installation quotes reflect installation by trained and factory-authorized installers.</p> <p>Different levels of Design Services are available to Sourcwell Participating Entities. Design fees are as follows:</p> <ul style="list-style-type: none"> <li>• Full Design Agreement <ul style="list-style-type: none"> <li>o \$5,000 per project or \$2,000 for multiple schools in one district – 2 revisions</li> <li>o \$150 per hour for additional revisions</li> <li>o Includes project management</li> </ul> </li> <li>• Mini Design <ul style="list-style-type: none"> <li>o No design fee – 1 revision</li> <li>o Additional revisions: \$150 per hour</li> </ul> </li> <li>• Black and White Layout <ul style="list-style-type: none"> <li>o No charge</li> </ul> </li> </ul>

63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Palmer Hamilton pricing includes freight to the requested delivery location, tailgate delivery, and ramp. There is no additional cost to Sourcewell Participating Entities in the 48 contiguous states.  Due to the distance and shipping requirements for Alaska, Hawaii, US Territories, and outside the United States, special pricing will apply due to the increased packaging expense, freight expense, duties. These charges will be calculated on a case-by-case basis based on the products involved and the Sourcewell Participating Entities requested delivery location.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As noted above, due to the distance and shipping requirements for Alaska, Hawaii and outside of the United States special pricing will apply due to the increased packaging, expense, freight expense, duties, etc. These charges will be calculated on a case-by-case basis based on the products involved and Sourcewell's Participating Entities requested delivery location.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Palmer Hamilton understands each Sourcewell Participating Entities' needs will vary and are proud to provide a complete solution to meet their needs. Many large, unique turn-key projects involve furniture, décor, wall art, painting, project management and installation. These unique turn-key functions are performed by Palmer Hamilton directly.  If there are unique customer requirements our dealers and inside project managers are happy to discuss these with the customer to come up with a solution that will meet their needs. Our solutions are tailored to meet each Sourcewell Participating Entities' unique transportation needs. Emergency or rush deliveries will be fulfilled on a case-by-case basis, depending on the availability of parts and upholstery selections. Special handling requirements may be subject to additional delivery charges.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	Palmer Hamilton's discount to Sourcewell Participating Entities is better than what is widely available to non-member / private purchasers. Over 95% of opportunities an additional discount is offered to Sourcewell Participating Entities bring the pricing below other GPOs, cooperative procurement organizations or state purchasing departments.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Palmer Hamilton's dedicated Sourcewell customer experience representative created a series of checks and balances to promptly examine for accuracy. Palmer Hamilton current self-audit process begins with a review of quotes to Sourcewell Participating Entities or potential customers entered. We plan to continue this process to ensure reporting speed, accuracy, and contract compliance.</p> <p>All purchase orders are reviewed for pricing accuracy, as well as for required information needed, e.g., the Sourcewell Participating Entities ID number, Sourcewell Contract Number, the number of the Sourcewell contract quote, and the specific "ship to" location by a dedicated Sourcewell representative and forwarded to our contract manager for review and signature.</p> <p>All incoming purchase orders are coded to reflect our Sourcewell contract before being entered into the production schedule. Monthly reports are generated internally of the Sourcewell contract purchase orders that have been invoiced in that specific month. The specific and detailed order information is entered into a spreadsheet. After the end of the quarter, Palmer Hamilton sends the quarterly sales report and administration fee payment to Sourcewell.</p>
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Palmer Hamilton closely monitors quotes and orders for our national, state and local contracts. For Sourcewell, we have many years of data and, on a monthly basis, we run reports for all quotes and sales awarded via the Sourcewell contract. Palmer Hamilton actively tracks the percentage of quotes that turn into orders and are very proactive in following up on quotes to ensure we increase our win ratio. Our best metric will be through communication with Sourcewell to ensure we are meeting and exceeding Sourcewell Participating Entities expectations.</p> <p>We compare year over year performance nationwide and by geography to monitor performance. If we were awarded the 2024 contract, we would consider meeting or exceeding our historical 25% compounded annual growth rate.</p>
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Palmer Hamilton proposes an administration fee of 1.75% to be calculated as a percentage of sales to Sourcewell for all contracted equipment, products, and/or services.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Palmer Hamilton's Product and Service Offering.</p> <p>Palmer Hamilton is a highly respected company that specializes in providing innovative and high-quality products and services in the furniture industry, with a particular focus on educational and dining environments. With a commitment to superior craftsmanship, functional design, and customer satisfaction, Palmer Hamilton offers a wide range of products and services tailored to meet the specific needs of their clients.</p> <p>Product Offering:</p> <p>Educational Furniture: Palmer Hamilton offers a comprehensive range of furniture solutions designed to enhance learning environments. We provide a variety of collaborative seating options that promote comfort, flexibility, and ergonomic support. Our furniture is crafted using durable materials to withstand the demands of educational settings while promoting productivity and engagement.</p>

Dining Furniture: Palmer Hamilton is a leading provider of dining furniture for schools, colleges, universities, and other foodservice establishments. Our dining tables, chairs, booths, and seating solutions are designed to create functional and aesthetically pleasing spaces for students and patrons to enjoy meals. The furniture is built to be durable, easy to clean, and customizable to suit various dining atmospheres.

Mobile Furniture: Recognizing the importance of flexibility and adaptability in modern learning environments, Palmer Hamilton offers a range of mobile furniture solutions. These include folding tables, nesting chairs, and portable seating options that can be easily rearranged or stored when not in use. This mobility allows for quick room reconfigurations and versatile space utilization.

Outdoor Furniture: Expanded in 2023, Palmer Hamilton caters to outdoor environments with a comprehensive line of furniture designed for patios, courtyards, and other open spaces. We offer picnic tables, benches, umbrellas, and other outdoor seating options that are weather-resistant, durable, and aesthetically pleasing. These products are ideal for schools, parks, and outdoor dining areas.

Customization: Palmer Hamilton understands that every client has unique needs and preferences. As such, we offer customization options to create furniture solutions tailored to specific requirements. From choosing materials and finishes to incorporating branding or school logos, clients can personalize their furniture to align with their vision and brand identity.

E-sports / Gaming: Added in 2023, Palmer Hamilton now offers full space design, furniture manufacturing and installation for e-sports / gaming spaces in K-12 and higher education environments.

STEM / STEAM Spaces: Since launching our industry leading turn-key fab lab solution in 2018, Palmer Hamilton has continually expanded our partnerships. In fact, in 2022, Palmer Hamilton added Logitech and Samsung collaboration products to our PHabLAB offering.

PHabLAB TURN-KEY PROJECT MANAGEMENT includes:

- Initial consulting with our team of industry experts and your team to define your success
- Facility and staff readiness assessment
- Intake process – field measure space, determine equipment and furniture requirements, including age-appropriate equipment, quantities, and furniture to support equipment and students
- Design Space/Graphics, identifying the layout that will best utilize the equipment creating the most engaging learning environment for students. Create custom designs and graphics that enhance school pride.
- Design presentation with lifelike 3D rendered room layout with complete design book, including wall elevations, furniture & equipment renderings, color finishes and graphics.
- Organizational & Management Plan – develop a written plan determining proper staffing, class scheduling, material ordering, running tours, tracking usage, and more
- Preliminary curriculum planning – discuss what curriculum/projects are best for your school and staff. Assist in aligning to your state standards.
- Implementation timeline. Map out a timeline for the installation of the lab at the school. Discuss timeframe for installation, orientation, training, soft launch, and hard launch.
- Budget & Sustainability. We work with the school to create the initial budget for the space and develop a plan on what the costs will be on an ongoing basis.
- Board presentation materials: Detailed implementation plan, complete visual 3D renderings of space, initial budget and ongoing costs to sustain the lab, comprehensive executive summary of all consultation findings
- On-site staff training of equipment, curriculum and software

Service Offering:

Design Consultation and Development: Palmer Hamilton provides professional design consultation services to help clients optimize their spaces. Our experienced team collaborates closely with clients to understand their goals, functional requirements, and aesthetic preferences. We provide detailed design books with complete space layouts, including graphics, 2D and 3D design renderings, room elevations and everything else that helps our clients visualize the overall room design and layout.

Project Management: To ensure a smooth and hassle-free experience, Palmer Hamilton offers comprehensive project management services. From initial planning and procurement to logistics and installation, our dedicated project managers oversee every aspect of the furniture implementation process. They work closely with clients, architects, and contractors to ensure timely delivery and successful execution

		<p>of projects.</p> <p>Installation and Assembly: Palmer Hamilton's employees trained professionals that handle the installation and assembly of their furniture products. They ensure that all furniture is installed correctly, securely, and in compliance with industry standards. Our team is skilled in managing large-scale installations, minimizing disruptions, and ensuring efficient workflows.</p> <p>Warranty, Parts, and Maintenance: Palmer Hamilton stands behind the quality and durability of their products. We offer warranty coverage on their furniture to provide peace of mind for our clients. In late 2022, Palmer Hamilton implemented online case management to improve responsiveness to warranty, parts, and maintenance requests. The implementation of this process has dramatically reduced the backlog of service requests and has reduced the time it takes to resolve customer issues.</p> <p>Overall, Palmer Hamilton's comprehensive product and service offering makes us a trusted partner for educational institutions, foodservice establishments, and other organizations seeking high-quality, functional, and customizable furniture solutions. Our commitment to innovation, design excellence, and customer-centric approach sets them apart in the industry.</p>
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Subcategory titles that best describe Palmer Hamilton products and services include:</p> <ul style="list-style-type: none"> <li>• Design, Furniture &amp; Installation for Dining, Libraries and Fab Labs</li> <li>• Cafeteria and dining turnkey design</li> <li>• Media and library turnkey design</li> <li>• Common space turnkey design</li> <li>• Maker space turnkey design</li> <li>• Cafeteria and dining furniture</li> <li>• Media and library furniture</li> <li>• Common space furniture</li> <li>• Outdoor furniture</li> <li>• Maker space furniture</li> <li>• Graphics, signage, and menu boards</li> <li>• Décor and accessories</li> <li>• Fab Labs</li> <li>• E-Sports / Gaming</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Reliable, re-chargeable USB power sources built right into a mobile table. Palmer Hamilton can add a variety of power options to many of our collaborative tables.</p> <p>Reload Train</p>

73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Palmer Hamilton provides our customers with many seating solutions with durability and personalization options. Palmer Hamilton knows how all details can transform the environment to benefit everyone. We optimize space with the correct furniture selection the required application to meet our customers' seating capacities.</p> <p>Kurpie                  Method                  Kendo                  Jackson                  Filo                  Encore Metal and Wood                  RESPAWN                  Granby                  Socrates                  Surrey                  Windsor                  Yukon                  Venice                  Spree                  Tiki                  Hive                  Hive Lounge</p>
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Customers may choose from high quality mobile bench tables, round stool tables, or wall pocket table systems, indoor and outdoor furniture. Wall Pocket tables allow dining spaces to have ample space for group gatherings and or school activities. Palmer Hamilton knows how all details can transform the environment to the benefit all needs and how to optimize the space with the correct furniture selection to meet a customer's seating capacities.</p> <p>19F                  23M/MT                  22M/MT                  59T/TV                  34M                  63T                  60T                  PHlip                  Wall Pocket Tables                  Centra                  Getzen Concrete and Coated Metal                  Aero/Aero GO                  Inspiration                  Conversation                  Rally                  Re-Load/Re-Load Train                  Alloy                  Story                  Discovery                  Synergy                  Covey</p>



75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our Nook Huddle offers a flexible solution to create quiet places in crowded and noisy environments with connectivity, while our Hive systems can be designed in open or booth configurations, and our Hive Lounge pieces can be moved to reorganize your space to meet current needs.</p> <p>Nook Huddle Hive Hive Lounge</p>	*
76	Cubicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our Nook Huddle offers a flexible solution to create quiet places in crowded and noisy environments with connectivity to meet current needs. Allowing a semi-private space to encourage thought and collaboration. An excellent addition to libraries, media centers, hospitals, government spaces and dining spaces. An excellent choice for special needs students who need a space to feel relaxed with minimal stimulation, while still feeling part of the environment. Special Needs funding may be applied to the purchase of the Nook HUDDLE pod.</p> <p>Nook Huddle</p>	*
77	Patio or outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Palmer Hamilton offers a suite of outdoor seating and furniture solutions which are durable, functional, and weather-resistant. These quality manufactured solutions can easily upgrade outdoor settings at schools, parks, churches, hospitals, government buildings, and homes. Our outdoor furniture adds capacity beyond the facility walls into the outdoors which include benches, outdoor tables, receptacles, and chairs to name a few.</p> <p>Getzen Concrete and Coated Metal Buddy Bench Tiki Tables and Chairs Covey Centra</p>	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Daisy mobile "shuttles" feature easy mobility and flexibility with standard casters. Convertible table / bench transforms from a single-sided table to a comfortable bench, to a full-size cafeteria table.</p> <p>Daisy Hive/Hive Lounge Nook Huddle</p>	*
79	Caseloads	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Based on the needs of your space, there are many choices for shelving. Single-sided or double-sided options are available. Ask about adding art to make your space stand out!</p> <p>Essay</p>	*

80	Residential hall furnishings	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Palmer Hamilton is the industry leader in product and design for state-of-the-art collaborative spaces for campus environments. We know how the details can help transform an environment to encourage socialization. We can bring your school spirit to life with well-placed, high-visibility statement murals, graphic panels, and window decals. Our specialty is to assist our clients and achieve their schools' desire for engaging students in dynamic spaces and fun environments. Palmer Hamilton will support your projects with superior customer support and in-house interior and graphic designers. We customize all our turn-key offerings to meet the needs of your project by providing drawings, layouts, traffic flow, renderings, and full designs.</p> <p>Daisy Hive/Hive Lounge Nook Huddle Chariot Essay Conversation Synergy PHDesign</p>
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81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Palmer Hamilton has a team who is skilled in managing large-scale installations, minimizing disruptions, and ensuring efficient workflows. Throughout our dealer organization we have numerous relationships with national rental companies for the rental of tables and chairs if a participating entity requests such services. Palmer Hamilton does provide retrofit options on most of our products.</p> <p>Palmer Hamilton's service work is performed by our 300 dealers. Our sales force monitors and will process claims on behalf of Sourcewell Participating Entities.</p> <p>Palmer Hamilton provides professional design consultation services to help clients optimize their spaces. Our experienced team collaborates closely with clients to understand their goals, functional requirements, and aesthetic preferences.</p> <p>Our project management team ensures a smooth and hassle-free experience offering a comprehensive project management service from initial planning and procurement to logistics and installation.</p> <p>Palmer Hamilton offers warranty services, along with repairs when needed. Palmer Hamilton has trained professionals to handle the installation and assembly of their furniture products.</p> <p>We offer warranty coverage on our furniture to provide peace of mind to participating entities.</p>	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Nook Huddle RESPAWN	*

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Palmer Hamilton Price Lists T11.58 .pdf - Thursday September 07, 2023 14:48:22
  - [Financial Strength and Stability](#) - Palmer Hamilton Financial Strength and Stability T2.12 and T2.17.zip - Wednesday September 13, 2023 16:43:33
  - [Marketing Plan/Samples](#) - Palmer Hamilton Marketing Plan and Samples T7.36 and T7.37.zip - Wednesday September 13, 2023 19:52:45
  - [WMBE/MBE/SBE or Related Certificates](#) - Palmer Hamilton WMBE MBE SBE or Related Certificates T8.45.zip - Tuesday September 12, 2023 15:13:39
  - [Warranty Information](#) - Palmer Hamilton Warranty T9.47.pdf - Wednesday September 13, 2023 11:32:26
  - [Standard Transaction Document Samples](#) - Palmer Hamilton Standard Transaction Document Samples T10.56.zip - Wednesday September 13, 2023 13:45:07
  - [Requested Exceptions](#) - Palmer Hamilton Requested Exceptions T15.83.zip - Thursday September 14, 2023 10:13:57
  - [Upload Additional Document](#) - Palmer Hamilton Additional Documents RFP 091423.zip - Thursday September 14, 2023 10:22:02

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Gardner, President & CEO, Palmer Hamilton LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Furniture_Solutions_RFP_091423</b> Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Furniture_Solutions_RFP_091423</b> Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_2_Furniture_Solutions_RFP_091423</b> Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Furniture_Solutions_RFP_091423</b> Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2