



Solicitation Number: RFP#121919

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor 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 Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/17/2020 | 5:08 PM CST

Palmer Hamilton

DocuSigned by:
By: John Gardner
9732FD9C8E04468...
John Gardner
Title: President & CEO
Date: 2/24/2020 | 12:38 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/17/2020 | 6:59 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Palmer Hamilton, LLC
Address: 143 S. Jackson St.
Elkhorn, Wisconsin 53121
Contact: Nancy Foster
Email: nfoster@palmerhamilton.com
Phone: 262-723-8200 225
Fax: 262-723-5180
HST#: 20-1201862

Submission Details

Created On: Tuesday November 05, 2019 16:08:35
Submitted On: Wednesday December 18, 2019 15:18:31
Submitted By: Nancy Foster
Email: nfoster@palmerhamilton.com
Transaction #: 3a7d9f85-7b03-40d6-bfc0-92978e6d91d2
Submitter's IP Address: 128.92.124.254

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Palmer Hamilton, LLC
2	Proposer Address:	143 S Jackson St Elkhorn, WI 53121
3	Proposer website address:	www.palmerhamilton.com
4	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):	John Gardner, President & CEO Palmer Hamilton, LLC 143 S Jackson St. Elkhorn, WI 53121 jgardner@palmerhamilton.com 800-788-1028, ext 286
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nancy Foster, Contracts & Bids Manager 143 S. Jackson St. Elkhorn, WI 53121 Email: nfoster@palmerhamilton.com Phone: 800-788-1028, ext. 225
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Schreiner, Vice President of Sales & Marketing 143 S. Jackson St. Elkhorn, WI 53121 Email: jschreiner@palmerhamilton.com Phone: 800-788-1028, ext. 270

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>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>	<p>LEADING THE WAY IN FURNISHING SOLUTIONS: Palmer Hamilton, located in Elkhorn, Wisconsin, is a leading manufacturer in providing flexible furniture for flexible spaces, and for designing sustainable turn-key dining and seating solutions that enhance the gathering experience. 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 2018, responding to the high demand for STEM professionals and a skilled workforce, we created a fab lab program for use in K-12 and higher education institutions.</p> <p>OUR MISSION, CORE VALUES & BUSINESS PHILOSOPHY: Palmer Hamilton will remain the industry leader in creating innovative products engineered to exceed our customers' expectations in materials, workmanship and design. Palmer Hamilton is committed to both providing an effortless purchasing experience and creating lasting relationships with our customers. We encourage our employees to reach their optimum potential and work as a team, ensuring consistent excellence in service and customer satisfaction. We demonstrate our commitment to the environment through GREENGUARD certified products and continued research into ways to protect our natural resources. We pride ourselves in bringing our customers a rapid and meaningful return on investment.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> • Customer solution driven with a CAN-DO attitude • Dynamic innovation through quality and design • Future focused • Highly value integrity, associates, and partners <p>CORE FOCUS:</p> <ul style="list-style-type: none"> • Purpose/Cause/Passion: Design and manufacture turn-key solutions to assist students in reaching their full potential. • Our Niche: Creating dynamic, flexible environments through manufacturing, interior design, and installation. <p>A LONG AND PROUD HERITAGE: In 1946 the original Hamilton cafeteria table line was launched to a receptive marketplace. Schools everywhere were delighted with the quality, durability and flexibility of our tables. 73 years later, our original designs have evolved to become the most innovative and comprehensive line of cafeteria tables available. Over our long history, millions of students have dined on a Palmer Hamilton table in thousands of educational facilities across the country. In more recent years, we've expanded to serve higher education and commercial markets as well, bringing exciting products, dynamic furniture layouts and outstanding service to meet ever-changing dining, socializing and meeting needs. With more choices than any other manufacturer in the industry, Palmer Hamilton provides many options to complement any facility and décor – options resulting in unique and innovative solutions for Sourcwell Members specifically designed to last for many years to come and continue looking great.</p> <p>QUALITY SERVICE: Palmer Hamilton provides innovative design and furnishing solutions to K-12, higher education, commercial markets, libraries, fab labs and makerspaces through an expansive network of dealers and sales agents. Our dealers, sales agents and customer service representatives are ready to answer questions and meet our customers' needs. We coordinate directly with our customers, including architects and general contractors, during planning and construction phases. From the factory to the front office, each dedicated employee works hard to provide our customers with the best products and customer service.</p>
<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>PRODUCT AND SERVICES OFFERING: With the largest and most diverse product offering in the industry, Palmer Hamilton has everything needed to create an exceptional educational, dining and socializing environment. From cafeterias, dining spaces and lounges to STEAM Labs, meeting spaces and libraries — Palmer Hamilton has furniture and décor options to meet all needs and budgets. Please refer to the Palmer Hamilton Media Centers Brochure, Palmer Hamilton Mobile Furniture Overview Brochure, and Palmer Hamilton Nomad Furniture Overview Brochure in the Additional Documents section.</p> <p>We offer complete turn-key services including on-site analysis, interior design, product selection, delivery and installation for K-12, higher education, library, governmental and commercial projects. Please reference the PHDesign K-12 Brochure, PHDesign Higher Ed Brochure, PHDesign Healthcare Brochure, PHDesign Process Brochure, Palmer Hamilton PHabLAB Overview Brochure and Palmer Hamilton PHabLAB Program Agreement Brochure in the uploaded Additional Documents Section.</p> <p>Palmer Hamilton offers an extensive selection of tables with benches or stools, in various shapes and sizes. Our versatile wall pocket systems are the safest in the industry, with the most locking points available. Our ample selection of contemporary booths and freestanding tables are available in colors and designs that are both</p>

inviting and comfortable. Custom graphic designs can be added with no minimum quantity requirements to easily and affordably reinforce a location's brand. Our flexible furniture provides opportunities to create flexible spaces for collaboration, communication, and concentration. Palmer Hamilton's lounge furniture facilitates bringing people together to meet, work and collaborate. Palmer Hamilton also provides indoor/outdoor food court dining furniture, décor and design services. With our vast selection of high-top tables, booths, chairs, stools, lounge furniture, casework, accessories and artwork, we can create personalized environments for dining and interacting that are just right for a specific location's needs.

The high demand for STEM professionals and a skilled work force led us to create a complete turn-key fab lab program in 2018 to help educators and students implement a successful fab lab. Palmer Hamilton gathered a team of the nation's foremost fab lab experts/educators to help create the first and most complete fab lab package. We offer fab lab turn-key solutions including design, furniture, graphics, equipment, staff training, curriculum and support. This package helps K-12 schools and community colleges engage every student with an ongoing sustainable lab in months, as opposed to years.

PHDESIGN PROJECT MANAGEMENT

Palmer Hamilton understands that each Sourcewell Member's needs will vary and are proud to provide a complete solution to meet their needs. Palmer Hamilton walks its customers through the entire process, from design to furniture selection to customized artwork, crowd-control systems, installation services and more. Customers have full access to our talented design team with over 100 years of combined experience in food service and institutional facilities design. If a Sourcewell Member has a new building or an older campus, Palmer Hamilton can provide the design services they need.

THE DESIGN PROCESS

Step 1 – Pre-design Consultation We begin the process of creating a concept for the customer's facility by understanding their basic needs and goals. In educational settings, pre-design consultation includes school site inspection and analysis, student and staff interview, budget reviews and timeline projections.

Step 2 – Design & Plan With our staff of professional designers, we provide the artistic skill, creativity and knowledge to create the concept while maximizing the functionality of the space involved, e.g. dining room, multi-purpose space, cafeteria, lounge, meeting and event space. Design and plan includes seating layout, furniture selection, graphic design, color selection, custom casework, wall-mounted graphics, décor and signage designs.

Step 3 – Design Proposal A member of our design team will present and describe the design and final specification documents.

TURN-KEY PROJECT MANAGEMENT

Once there is an approved design a personal project manager will coordinate, develop and manage the customer's project from start to finish, including all phases.

Turn-key Project Management Includes:

- Organizing final design documents
- Working with the customer to issue a purchase order
- Coordinating and tracking all production
- Arranging product delivery
- Coordinating installation teams
- Conducting final walk-through inspection

PHabLAB TURN-KEY PROJECT MANAGEMENT

- 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

		<p>and graphics that enhance school pride.</p> <ul style="list-style-type: none"> • 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. 	
9	What are your company's expectations in the event of an award?	<p>Palmer Hamilton has been an awarded NJPA/Sourcwell Vendor since 2009 on three different furniture-related NJPA/Sourcwell contracts: # 102908-PHL Classroom & Office Furniture; # 101012-PHL Classroom Furniture with Related Accessories, Supplies & Services; and currently # 0317115-PHL Furniture with Related Accessories & Services.</p> <p>Palmer Hamilton's current and previous NJPA/Sourcwell contracts have been excellent contracts for Palmer Hamilton providing us the opportunity to work with Sourcwell Members and provide them with innovative quality solutions to meet their specific needs - without them having to go out to bid.</p> <p>We have seen a steady increase in sales to new Sourcwell Members, as well as in sales to Sourcwell Members, who have returned to Palmer Hamilton with additional projects where they have utilized one of our contracts. Since our first contract in 2009, we have provided 164 Members dispersed over 26 states with solutions to their needs. This year sales of our current Sourcwell contract #031715-PHL will make up 22% of our overall sales. We believe our increasing contract sales reflect the value Sourcwell Members feel Palmer Hamilton provides.</p> <p>In the event of an award, we would expect to see a continued compound annual growth rate of greater than 25% in all of our markets combined. Our sales force and dealers will continue to gain experience through training at Sourcwell "Get to Know Us" forums, Sourcwell University opportunities, and training in our contract at the factory.</p>	*
10	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 continues to demonstrate strong financial practices. We are continually reinvesting in our organization for future growth and prosperity. Over the past two years we have invested over two million dollars in our new STEAM/STEM initiatives as part of our PHabLAB program, which we believe will be part of the future of education. Since we are a private closely held company, we do not wish to have our financial information shared with the public and our competitors. We are willing to share any and all information with Sourcwell directly, but not in an open public environment. Please find a statement from Grant Thornton LLP, our accountants, regarding our financial statements in the appropriate upload section..</p>	*
11	What is your US market share for the solutions that you are proposing?	<p>Palmer Hamilton's US market share for the solutions we are proposing are as follows:</p> <p>Turn-Key K-12 Dining Solutions: 71% market share Cafeteria Furniture: 31% market share Library Furnishings: 17% market share Turn-Key Library Environments: 22% market share Phab/Steam LAB total programs / environments: 90% market share</p>	*
12	What is your Canadian market share, if any?	Palmer Hamilton's Canadian market share is less than 5% market share all markets.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Palmer Hamilton has never petitioned for bankruptcy protection.	*

14	How is your organization best described: is it provide your written authorization to act as a relationship with your sales and service force a	<p>Palmer Hamilton is best described as a manufacturer with extensive design capabilities. We employ eight designers; these designers are also supported by approximately 50 additional dealer employed designers. Our sales force consists of over 300 educational furniture and educational technology dealers and teacher professional development firms located throughout the continental United States, Canada, and Hawaii. In addition, Palmer Hamilton has six direct sales agents nationwide who will be available to serve Sourcewell Members should Palmer Hamilton be awarded a contract under this RFP. We currently ship to all 50 states and have sales and distribution networks in the United Kingdom and Asia.</p> <p>Palmer Hamilton dealers and sales agents are supported by six regional Palmer Hamilton sales managers (Northeast, Southeast, Mideast/Mountain, South, Midwest, and West). All regional sales managers, dealers and sales agents receive training in our Sourcewell contract. Regional sales managers work with dealers and sales agents in promoting the benefits of Sourcewell to potential Sourcewell Members. 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. Palmer Hamilton dealers and sales agents are supported by Palmer Hamilton inside customer support individuals.</p>
15	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.	<p>Palmer Hamilton authorized installers meet all state, local and school requirements or certifications nationally. An example of such requirements – In Ohio, it is required to have a drug free workplace program. We also have the ability to provide prevailing wages where required.</p> <p>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.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	<p>Palmer Hamilton has not had any suspension or disbarment instances applied in the past 10 years.</p>
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategory titles that best describe Palmer Hamilton products and services include:</p> <ul style="list-style-type: none"> • Design, Furniture & Installation for Dining, Libraries and Fab Labs • Cafeteria and dining turn-key design • Media and library turn-key design • Common space turn-key design • Maker space turn-key design • Cafeteria and dining furniture • Media and library furniture • Common space furniture • Outdoor furniture • Maker space furniture • Graphics, signage, and menu boards • Décor and accessories • Fab Labs

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>PRODUCT: Reload Mobile Charging Table</p> <ul style="list-style-type: none"> • Best of NeoCon Gold Award 2014 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. • Design Journal & Archinterious Best of 2014 Products – ADEX - Award for Design Excellence – Platinum o ADEX is the largest and most prestigious awards program for product and project design in the A&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. • 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 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.

- ALA - American Library Association Best Product for Tables 2015 o The pro award represents the best product for design and function in the specific category.

PRODUCT: Re-Load Train Mobile Charging Table

- Edspaces Innovation Award 2015 IIDA - International Interior Design Association marketplace exploring how the convergence of technology, space and pedagogy impa

PRODUCT: Hive Collaborative Furniture

- Best of NeoCon Gold Award 2014 o New product entries are submitted for and furnishings for their clients or organizations.
- 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 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: Kendo Chairs

- Best of NeoCon Gold Award 2014 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.

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.

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.

		<p>DESIGN: Outstanding Designs – Cafeteria/Food-Service Areas</p> <ul style="list-style-type: none"> 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. 	
19	What percentage of your sales are to the governmental sector in the past three years	3% of Palmer Hamilton sales were to the governmental sector in the past three years.	*
20	What percentage of your sales are to the education sector in the past three years	94% of Palmer Hamilton sales were to the education sector in the past three years.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcwell:</p> <p>2019-YTD: \$6,696,528.94 2018: \$4,806,033.47 2017: \$4,291,892.36 2016: \$2,303,214.94</p> <p>BuyBoard Purchasing Cooperative</p> <p>2019-YTD: \$104,436.40 2018: \$ 33,540.80 2017: \$ 30,512.04 2016: \$ 124,364.24</p> <p>Educational Services Commission of New Jersey (ESCNJ)</p> <p>2019-YTD: \$ 404,659.40 2018: \$ 567,797.34 2017: \$ 796,942.46 2016: \$ 493,553.74</p> <p>KCDA Purchasing Cooperative</p> <p>2019-YTD: \$ 351,359.00 2018: \$ 452,294.00 2017: \$ 108,297.00 2016: \$ 321,241.00</p> <p>Region One Educational Services Commission</p> <p>2019-YTD: \$ 210,559.27 2018: \$ 331,105.80 2017: \$ 317,753.06 2016: \$ -</p> <p>The Interlocal Purchasing System (TIPS)</p> <p>2019-YTD: \$ 12,889.50 2018: \$ - 2017: \$ 15,467.90 2016: \$ 46,828.60</p> <p>State of Alabama</p> <p>2019-YTD: \$ 435,053.15 2018: \$ 335,351.63 2017: \$1,038,952.90 2016: \$ 595,971.07</p> <p>State of Georgia</p> <p>2019-YTD: \$ 111,535.45 2018: \$ 103,648.06 2017: \$ 3,255.50 2016: \$ 39,698.10</p> <p>State of Mississippi</p> <p>2019-YTD: \$ 18,010.19 2018: \$ 360,904.29 2017: \$ 71,989.44 2016: \$ 444,633.88</p> <p>State of New York</p> <p>2019-YTD: \$1,167,379.50 2018: \$1,108,803.24 2017: \$1,840,623.65</p>	*

		2016: \$1,461,264.82 State of North Carolina 2019-YTD: \$ 200,757.31 2018: \$ 127,804.50 2017: \$ - 2016: \$ - State of Pennsylvania 2019-YTD: \$ 159,867.86 2018: \$ 18,012.24 2017: \$ 200,604.94 2016: \$ 100,335.27 TOTAL 2019-YTD: \$9,873,035.97 2018: \$8,245,795.37 2017: \$8,716,291.25 2016: \$5,931,105.66	
22	List any GSA contracts 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 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *
SUNO - Southern University at New Orleans	Shaun Lewis, Director of Facilities Management "I see a places. People places are what we need at this Univer	504-286-5295
Franklin County Schools Winchester, TN	Melissa Livesay, Director of School Nutrition "Our school district has had the pleasure of working with Palmer Hamilton and their Sourcewell Contract on several projects. From the start, the very skilled Palmer Hamilton team was committed to excellence and dedicated to customer service. From the designer to the installers, all members of the Palmer Hamilton team were professional and enjoyable to work with. The excellent quality of their work meets the highest of standards. I feel confident in recommending them to anyone who wants to take their space a 'step above.'" Please refer to Palmer Hamilton Before and After Photos – Dining – Examples in the Additional Documents section.	931-967-7635
Rutherford County Schools Murphreesboro, TN	Lynn Pater, Purchasing Agent "As Purchasing Agent for the Rutherford County Board of Education, I want to recommend the products and services of Palmer Hamilton, LLC. They have done a superb job for our school system. I have been using their products for the past seven years and the service they have provided has been outstanding. Their products are high quality and have always been delivered on time. They are always willing to work with any problem that may arise. I recommend Palmer Hamilton, LLC without any reservations." Please refer to Palmer Hamilton Before and After Photos – Dining – Examples in the Additional Documents section.	615-893-5812
Cardinal Middle School Cardinal Local School District Middlefield, OH	Andy Cardinal, Principal "We are very pleased and excited with our partnership with Palmer Hamilton. Palmer Hamilton designed and installed a state of the art, 21st century learning center at Cardinal Middle School. The positive impact of the PHabLAB on our students has been rewarding to see. Palmer Hamilton's guidance and support throughout this process -- which has been a big change in our school - - has been phenomenal -- especially the support provided to our teachers and staff. There is no doubt in my mind that we could not have successfully navigated this process without Palmer Hamilton. We are always ready and happy to show off our brand-new PHabLAB -- and even more so to recognize Palmer Hamilton's very big role in the transformation of our school." Please refer to Palmer Hamilton Before and After Photos – PHabLAB – Examples in the Additional Documents section.	440-632-0261

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
New York City Department of Education	Education	New York - NY	38 school cafeterias, turn-key: design, graphics, furnishings, installation	Avg \$ 171,823.20	\$6,529,281.36	*
Orange County Public Schools	Education	Florida - FL	15 school cafeterias, turn-key: design, graphics, furnishings, installation	Avg \$ 250,614.68	\$3,759,220.08	*
Newport New Public Schools	Education	Virginia - VA	12 school cafeterias, turn-key: design, graphics, furnishings, installation	Avg \$ 287,805.16	\$3,453,661.90	*
Dallas Independent School District	Education	Texas - TX	21 school cafeterias, turn-key: design, graphics, furnishings, installation	Avg \$ 150,745.55	\$3,165,656.54	*
Downey Unified School District	Education	California - CA	15 school cafeterias, furniture for multi-purpose rooms & cafeterias	Avg \$ 97,676.42	\$1,465,146.20	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	Palmer Hamilton directly employs the following: Vice President of Sales & Marketing, National Dining Sales Manager, National Food Service Manager, National Inside Sales Manager, and six Regional Sales Managers: Northeast, Southeast, Mid-East/Mountain, South, Midwest and West. We have 10 inside sales and service employees. We have included a Regional Sales Managers Territories Map in the Additional Documents section.
26	Dealer network or other distribution methods.	Palmer Hamilton has 11 independent national rep groups (68 sales people) covering the entire United States. We have 300 active dealers who provide sales, service, and installation in North America, Hawaii and Europe. We have included a pinpoint map illustrating our dealer locations in the Additional Documents section.
27	Service force.	Palmer Hamilton employs 3 inside service/warranty managers along with four experienced outside crews (employees of a third party). Our dealers also perform service functions.
28	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.	Palmer Hamilton employs 10 customer support positions and three inside project managers. Each inside service individual along with outside sales and designers are required to manage all service issues using Microsoft Dynamics 365CRM system. 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.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Palmer Hamilton services all of North America, Hawaii, US Territories along with parts of Europe and Asia.
30	Identify any Sourcewell Member 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?	We service all sectors of educational and public entities.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no restrictions for Hawaii, Alaska or US territories outside of the additional packaging and freight charges that would apply because of the Sourcewell Member's requested delivery location.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>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>	<p>Palmer Hamilton's marketing strategy is outlined below:</p> <ul style="list-style-type: none"> • TRADE SHOWS – Palmer Hamilton participates in several regional and national tradeshow events every year in K-12 Education and Fab Lab/Makerspace markets. Some of the major K-12 Education shows are Edspaces, SNA and ISTE (Fab Lab/Makerspaces) in which we highlight products and turn-key services along with promoting Sourcewell and National Cooperative Leasing. We also participate in educational speaking events. Palmer Hamilton generates pre-show and post-show emails to promote the booth and/or speaking events. The Sourcewell flags are displayed throughout our booth at shows. Total Shows - We are participating in 14 furniture regional shows, 4 furniture national shows, and 14 tech education shows. • EMAIL MARKETING <ul style="list-style-type: none"> o An email marketing announcement to all Sourcewell members announcing the award of the new contract. o Email marketing quarterly to Sourcewell members showcasing products and turn-key services. o Palmer Hamilton Email Marketing Example pdf is included in the Marketing Plan/Samples section. • VIDEO – We have the Sourcewell video and link on our website to the Sourcewell website. The Sourcewell video is on the Palmer Hamilton YouTube channel promoting Sourcewell. The National Cooperative Leasing page with video is on our website. The National Cooperative Leasing video is on the Palmer Hamilton YouTube channel promoting National Cooperative Leasing. Before and after videos of projects are on the Palmer Hamilton website, YouTube channel and social media. • SALES PRESENTATIONS to dealers and end users discuss Sourcewell and its benefits. • TRAINING of Palmer Hamilton employees and our Dealer network. Palmer Hamilton has six Regional Sales Managers (North East, South East, Mid-East/Mountain, South, Midwest and West). There are 11 independent sales organizations consisting of 68 sales people. We also employ six direct Sales Agents nationwide. The entire sales channel is supported by inside sales support consisting of 10 positions. • BROCHURES – We include the Sourcewell logo on print and digital brochures. We also have an individual brochure on Sourcewell co-branded with Palmer Hamilton including the contract number. Please refer to Palmer Hamilton – Sourcewell Brochure in the Marketing/Plan Samples section. All marketing literature is on the Palmer Hamilton website including the National Cooperative Leasing (NCL) brochure. (NCL is a Sourcewell awarded contract vendor.) See Palmer Hamilton – National Cooperative Leasing Brochure and Palmer Hamilton – Budget Solutions with NCL Brochure in the Marketing/Plan Samples section, along with the Palmer Hamilton Media Centers Brochure, Palmer Hamilton Mobile Furniture Overview Brochure, and Palmer Hamilton Nomad Furniture Overview Brochure. • All direct marketing materials promoted to Sourcewell Members will be sent to the Sourcewell Contract Administrator for approval.
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Palmer Hamilton is on Facebook, Instagram, Twitter, YouTube and LinkedIn. We post information 3 times a week including product information, full installation examples, design layout examples, upcoming tradeshows/events, and before and after videos of full design projects. We have a set list of hashtags we use per branding guidelines.</p> <p>On the Palmer Hamilton website, Meta Keywords and Meta Descriptions are used for Search Engine Optimization (SEO) on every web page.</p> <p>The Palmer Hamilton YouTube Channel is used for product videos and before and after installation videos and other news videos. All videos have a title, description and tags for search engine optimization.</p> <p>Email marketing is used to promote our products and services to members.</p>
<p>34</p>	<p>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>	<p>Sourcewell's role is to collaborate with us as to how we can best serve the Members and how we can promote our products and services best through Sourcewell. Sourcewell 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 customer contact, including all sales presentations, in-house training seminars and all customer proposals. We have demonstrated significant growth in Sourcewell sales year after year. We will continue to integrate the Sourcewell contract through training of our sales team, informing end users about Sourcewell and including the Sourcewell logo on all marketing literature, and displaying the Sourcewell logo at our tradeshows.</p>

35	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.	Yes, they are available; government and educational customers have not directly used it.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Palmer Hamilton supports training in different ways for the two major divisions of the company. In the instance of a cafeteria or food court installation, both customers and our dealer representatives are trained in the operation of products. Customers are trained upon delivery and/or installation of our products. Operation instructions are sent out with our products when shipped. Operational videos are available on our website. We can also arrange for on-site training, specific products training or company specific training.</p> <p>Alternatively, PHabLAB sales are supported with more extensive training programs. Training free of charge is provided at the conclusion of the installation that provides user orientation and training on the equipment. Training as a value-added service is additionally offered by Palmer Hamilton such as professional development or our NC3 Certification training. Upon the educators completing our training courses they will have relevant credentials and technical skills to be able to certify their students. The initial orientation and equipment training, which is free of charge, is mandatory in order to ensure the appropriate use of the equipment and continued success of the program. The additional value-added training opportunities where fees may apply are not mandatory and can be signed up for at any time.</p>	*
37	Describe any technological advances that your proposed products or services offer.	Palmer Hamilton's product line depth is very extensive. 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. Palmer Hamilton stands out from their competitors through focusing on the needs of the customer, specifically the increasing need for product durability, and ease of use. Through the use of lightweight products and continual product improvement, we have delivered improved ease of mobility and function. Most all of our product lines have technology options incorporated into the design. A great example of this is our RE-LOAD Mobile Charging Table which provides USB power to devices without the need of the product being plugged into a nearby outlet. Palmer Hamilton continually seeks to expand its product lines, bringing a more comprehensive offering to the evolving needs of the Sourcewell Member.	*
38	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"> - 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. - 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. - Palmer Hamilton is a zero-discharge facility. No production fluids are dumped into the sanitary sewer systems or waterways. - Palmer Hamilton utilizes a powder paint system. Powder paint is considered non-hazardous and un-used overspray is reclaimed and reused. - Raw, unpainted, steel and aluminum are recycled. - Sawdust from wood processing is recycled locally, used for animal bedding. - Damaged or scrap skids are sent to a skid re-manufacturer for reuse and building of new skids. - Office paper, magazines, cardboard, packaging, printer ink cartridges, copier toners, aluminum cans, plastic containers, fluorescent lights, ballasts and other hazardous lamps are recycled. 	*
39	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"> - 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 	*

40	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.	Palmer Hamilton currently does not retain ownership of any WMBE or veteran owned business certifications.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Palmer Hamilton offers a unique attribute in the way in which we support a space, all starting with the comprehensive design. We seek to design spaces that end users want to be a part of, and that allow for a return on investment for the purchasing Sourcewell Member. One of our key differentiating strengths is in the way that we view each project as an investment, an investment which will be able to deliver a return. The investment by the Sourcewell Member is additionally supported by an industry leading warranty, allowing for peace of mind when it comes to making the purchase. Palmer Hamilton is the only Sourcewell vendor that provides turn-key environment solutions in education, from design to installation.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Palmer Hamilton has established dealers in Canada and the United Kingdom. Palmer Hamilton currently distributes its products throughout the United States and into Canada and Europe.	*

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 *	
43	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts and labor. Please refer to our uploaded warranty policy.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties do not impose usage restrictions or other limitations, as long as the product is not misused, abused or used in an unsafe manner.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, provided the warranty is deemed to be caused by the manufacturer.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	There are no geographic regions of the US and Canada for which we cannot provide a certified technician to perform warranty repairs. Repairs or replacements would be coordinated directly through the factory.	*
47	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.	*
48	What are your proposed exchange and return programs and policies?	Merchandise purchased through Palmer Hamilton may be returned for a refund of the cost of the merchandise on QuickShip product only. No returns are accepted on other products, upholstered furniture or custom products. Product must be in sellable condition without damage. A 25% restocking fee will be incurred. Purchaser to pre-pay freight charges upon return. Returns must be initiated within 30 days of receipt. Contact Palmer Hamilton to receive a Return Goods Authorization (RGA) number and instructions. Credit will be issued after products are received and inspected. Product will be inspected within 5 business days upon return to Palmer Hamilton.	*
49	Describe any service contract options for the items included in your proposal.	The PHabLAB division offers service contract options beyond the original warranty. The PHabLAB Support Contract Renewal is uploaded in the Additional Documents section.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Our payment terms are net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, we do. Palmer Hamilton partners with National Cooperative Leasing as an example of our Palmer Hamilton / National Cooperative Leasing Broch
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Palmer Hamilton's dealer network plays an integral role in marketing our current Sourcewell contract by working closely with current and prospective Sourcewell Members, 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>We propose to continue to use the order process we are using successfully with our current contract. Contract quotes are prepared by Palmer Hamilton for Sourcewell Members' specific projects based on the information provided by our dealers. The dealer who has the relationship with the Sourcewell Member 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 Member 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 Member.</p> <p>Purchase orders are issued directly to Palmer Hamilton by the Sourcewell Member. 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. 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>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Palmer Hamilton does accept the P-card procurement and payment process. There is a 3% additional cost to Sourcewell Members 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Palmer Hamilton strives to provide Sourcewell Members our best possible pricing. Our pricing model is a percentage off of List prices of the price lists included with our proposal, and is ceiling based, covering the entire U.S. Exceptions are Alaska, Hawaii, and U.S. Territories that have special additional freight charges. The detailed pricing data includes our List pricing as well as the Sourcewell Member discounted price. We offer additional discounts based on project size and location. Our pricing detail is uploaded. Please see our uploaded detailed pricing data Palmer Hamilton Sourcewell Bid RFP #121919 Price List December 2019.	*
55	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.	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. We also offer additional discounts based on project size and requested delivery location.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts are available based on the product mix, models involved, quantities, and requested delivery location involved in a project. We provided an additional discount in over 95% of all Sourcewell Member orders.	*
57	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.	Sourced Goods / Open Market items are available to Sourcewell Members. These will be identified in any contract quote prepared so that the Sourcewell Member may determine that the quoted prices for the products are fair and reasonable. We encourage Sourcewell Members to use this option as it facilitates complimentary products and streamlines the procurement process. Non-Standard Options will also be listed separately on any contract quote prepared so that the Sourcewell Member may determine that the quoted price is fair and reasonable.	*
58	Identify any element of the total cost of acquisition that is NOT like pre- delivery inspection, installation, set up, mandatory training	Our proposed pricing includes freight to the requested delivery location, tailgate delivery, ramp included. Off-loading, inside delivery, setting-in-place and assembly, when required, are not included and can be quoted on a case-by-case basis at the request of the Sourcewell Member. 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. Different levels of Design Services are available to Sourcewell Members. Design Fees are as follows: <ul style="list-style-type: none"> • FULL DESIGN AGREEMENT <ul style="list-style-type: none"> - \$5,000 per project or \$2,000 for multiple schools in one district – 2 revisions - \$150 per hour for additional revisions - Includes project management • MINI DESIGN <ul style="list-style-type: none"> - No design fee – 1 revision - Additional revisions: \$150 per hour • BLACK AND WHITE LAYOUT <ul style="list-style-type: none"> - No charge 	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Our pricing includes freight to the requested delivery location, tailgate delivery, ramp included. There is no additional cost to members in the 48 contiguous states. 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 the Member's requested delivery location.	*
60	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 the Sourcewell Member's requested delivery location.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We understand that each Sourcewell Member's 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 Member requirements, our dealers and inside project managers are happy to discuss these with the Member to come up with a solution that will meet their needs	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	The discount offered to Sourcewell Members is better than what is widely available to non-member / private purchasers. In 95% of cases, the additional discounts offered to Sourcewell Members bring the pricing below other GPOs, cooperative procurement organizations or state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members 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.	<p>Palmer Hamilton has a thorough self-audit process that we employ currently. We plan to continue this process to ensure reporting speed, accuracy and contract compliance.</p> <p>All purchase orders are first reviewed by customer service, and then forwarded to review by our contract manager. Each incoming purchase order is reviewed for pricing accuracy, as well as for required information needed, e.g. the Sourcewell Member's ID number, Sourcewell Contract Number, the number of the Sourcewell contract quote, and the specific "ship to" location.</p> <p>The 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>
64	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.)	We propose an administration fee of 1.75% on the sales to Members for all contracted equipment, products, or services.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly reports reflecting sales off an awarded Sourcwell contract will be reviewed and compared with the sales off of our current Sourcwell contract for the same time period the previous year. Successful performance of an awarded contract would be aligned to our historical performance of our existing 25% compounded annual growth rate. Additionally, we have the ability to look at Sourcwell contract quotes, and the percentage of them that resulted in purchase orders.
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Many of the products which Palmer Hamilton sell are UL listed, having been tested by Underwriters Laboratories, and meet the more stringent safety standards contained in the UL Standard for Safety for Folding Rollaway Tables, UL 2040. This is reflected in our product specifications.
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	Nearly all of our designed spaces utilize furnishings that are intended to promote collaborative, group and team learning. 85% of our product line was also designed to be mobile to accommodate the ever-changing needs for groups from 2 to 20 people utilizing the same furnishings. Our Nomad series of products is marketed as Flexible Furniture for Flexible Spaces, being both flexible and mobile to accommodate different environments or groups. Our PHabLAB, library, and dining spaces are created to promote collaboration, group and hands-on learning. The spaces we design inherently promote collaboration. Collaboration is the foundation of our PHabLAB curriculum.
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Palmer Hamilton prides itself on being a design focused firm that manufactures furniture to support our customers' design goals. We employ eight designers and are additionally supported through the utilization of 50 dealer-employed designers. Palmer Hamilton creates environments and outcomes for our customers that include enhanced culture, change management and integrated technology. Our process begins with interviewing staff and students to determine goals and what our clients' expectations are. Please reference PHDesign K-12 Brochure, PHDesign Higher Ed Brochure, PHDesign Healthcare Brochure, PHDesign Process Brochure, and Palmer Hamilton PHabLAB Program Agreement Brochure in the uploaded Additional Documents Section.
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	Palmer Hamilton provides a rapid return on investment in customers' dining areas. Our research shows by creating a space that students want to be in, the participation rate goes up exponentially. In nearly every school the investment is returned within 18 months through increased participation. An Orange County Florida high school recouped its \$300,000 investment within 78 days through increased participation in one school. (Javiar Vasques – Senior Administrator for the Orange County Public Schools – FL). Enhanced dining and Fab Labs / STEAM labs help attract new students in a competitive market for students.
70	Describe how your products are integrated or factor into a LEED certified facility.	Palmer Hamilton provides product which comply with ANSI-BIFMA M7.1 / X7.2011 (GREENGUARD Gold). Our urethane edge is often specified by designers as this edge is primarily plant-based material. All wood used in our products construction is FSC Certified. These characteristics qualify our customers for LEED credits which can be applied towards LEED Certification
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcwell contract.	In 2019 we project that 22% of our sales will be through our current Sourcwell contract. Palmer Hamilton has doubled in size in five years and we anticipate doubling again in five years through providing solutions in additional spaces in the educational market while expanding into the community college and tech school markets. Sales through our Sourcwell contracts have grown every year from \$2,303,214.94 in 2016 to \$6,696,528.94 YTD 2019.

Table 15: 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."
- [Financial Strength and Stability](#) - Palmer Hamilton Accountants' Statement -Table 2 - Line Item 10.pdf - Tuesday December 17, 2019 08:52:47
 - [Marketing Plan/Samples](#) - Marketing Plan Brochures.zip - Tuesday December 17, 2019 08:54:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Palmer Hamilton Product Warranty - Table 9 - Line Item 43.pdf - Tuesday December 17, 2019 08:55:23
 - [Pricing](#) - Palmer Hamilton Sourcewell Bid RFP #121919 Price List December 2019 - Table 11 - Line Item 54.pdf - Tuesday December 17, 2019 08:55:44
 - [Additional Document](#) - Palmer Hamilton Additional Documents.zip - Tuesday December 17, 2019 08:56:45

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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, Palmer Hamilton 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