TIPS VENDOR AGREEMENT

Between

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 170302 Furniture, Furnishings and Services

General Information

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

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

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

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

Page 1 of 12

Terms and Conditions

Freight

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

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

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

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities. Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Page 2 of 12

Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

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

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

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

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

Page 3 of 12 TIPS VENDOR AGREEMENT Ver.02222017.rp the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

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

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

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

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Page 4 of 12 TIPS VENDOR AGREEMENT Ver.02222017.rp

Indemnity

- 1. Indemnity for Personality Agreements. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Page 5 of 12 TIPS VENDOR AGREEMENT Ver.02222017.rp

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

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

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

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Page 6 of 12

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

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

Page 7 of 12

Marketing

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

Supplemental agreements

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

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

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

Audit rights

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

Page 8 of 12

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

Page 9 of 12

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Incorporation of Solicitation

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

Page 10 of 12

Special Terms and Conditions

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

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

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

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

Page 11 of 12

TIPS Vendor Agreement Signature Form

RFP 170302 Furniture, Furnishings and Services

Company Name Palmer Hamilton, LLC			
Address 143 S Jackson St			
_{City} ElkhornState_WI53121			
Phone 262-723-8200 Fax 262-723-5180			
nfoster@palmerhamilton.com or jgardner@palmerhamilton.com			
Name of Authorized Representative John Gardner			
Title President / CEO			
Signature of Authorized Representative John Authority			
Date April 26, 2017 May 24, 2017			
TIPS Authorized Representative Name Meredith Barton			
Title Vice-President of Operations			
TIPS Authorized Representative Signature			
Approved by ESC Region 8 Aaved Wayne Fitts			
U Date ^{May} 26, 2017			

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator Email Phone	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address	
Fax	(303) 373-2003	Contact	Sarah Bond, Contracts Compliance Specialist	Department Building	
Bid Number Title Bid Type Issue Date	170302 Addendum 1 Furniture RFP 3/2/2017 08:01 AM (CT)	Department Building		Floor/Room Telephone Fax	
Close Date	4/27/2017 03:00:00 PM (CT)	Floor/Room Telephone Fax Email	+1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com	Email	
Supplier Infor	mation				
Company Address	Palmer Hamilton, LLC 143 S Jackson St., Suite 1				
Contact Department Building Floor/Room	Elkhorn, WI 53121				
Telephone Fax Email	(262) 723-8200 x237 (262) 723-5180				
Submitted Total	4/27/2017 09:21:24 AM (CT) \$0.00				
By submitting	your response, you certify that y	ou are authori	zed to represent and bind	your company.	
Signature Na	ancy Foster		Email nfoste	er@palmerhamilton.com	
Supplier Note	9S				
Bid Notes					
Bid Activities					

Bid Messages

Did	Attributes	
DIU	Annoules	

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Palmer Hamilton is a leading manufacturer in providing flexible furniture for flexible spaces and for designing sustainable turn-key

designing sustainable turn-key dining solutions that enhance the gathering experience. We offer contract grade mobile, storable, functional furniture for K-12, higher education, healthcare, corporate, libraries and hospitality markets. Palmer Hamilton also offers the most extensive and diverse selection of cafeteria tables available to meet all needs and budgets. Choose from high quality mobile bench tables, round stool tables, or wall pocket systems. In addition, we offer customized graphic designs with no minimum quantity requirements, making us one of the largest producers of custom logo and graphic laminate tables in the industry today. With an emphasis on interactive design, variety and comfort, a multitude of environments can be created by incorporating standard height and high-top tables, coordinating chair and bar stool height styles, booth seating, custom cabinets and a full range of accessories. Our innovative system of flexible modular seating is designed to create flexible spaces for collaboration, communication and concentration. A versatile system integrating technology, it enables a multi-functional working environment. It is a stylish and flexible furniture system, making it easy to create flexible spaces in a variety of environments e.g. offices, higher ed and public spaces.

6	Primary Contact Name	Primary Contact Name	Nancy Foster
7	Primary Contact Title	Primary Contact Title	Contracts & Bids Manager
8	Primary Contact Email	Primary Contact Email	nfoster@palmerhamilton.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8007881028
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2627235180
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	John Gardner
13	Secondary Contact Title	Secondary Contact Title	President / CEO
14	Secondary Contact Email	Secondary Contact Email	jgardner@palmerhamilton.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8007881028
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2627235180
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Merry Stier
19	Admin Fee Contact Email	Admin Fee Contact Email	ap@palmerhamilton.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8007881028
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Nancy Foster
22	Purchase Order Contact Email	Purchase Order Contact Email	nfoster@palmerhamilton.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8007881028
24	Company Website	Company Website (Format - www.company.com)	www.palmerhamilton.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-1201862
26	Primary Address	Primary Address	143 S Jackson St
27	Primary Address City	Primary Address City	Elkhorn
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	WI
29	Primary Address Zip	Primary Address Zip	53121

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Search Words: Please list search words to be posted in the TIPS cafeteria table, custom logos, lunch database about your company that TIPS website users table, break room table, education might search. Words may be product names, table, dining table, charging table, manufacturers, or other words associated with the power table, bench table, stool table, category of award. YOU MAY NOT LIST training table, folding table, café NON-CATEGORY ITEMS. (Limit 500 words) (Format: table, mobile table, table with product, paper, construction, manufacturer name, etc.) casters, outdoor table, outdoor seating, cluster seating, attached seating, chair, folding chair, chair with casters, mobile chair, outdoor chair, metal chair, wood chair, plastic chair, stacking chair, stools, pub height chair, lounge furniture, collaboration furniture, upholstered furniture, library furniture, library shelving, waste receptacles, recycling receptacles, wall pockets, on wall table, lightweight table, convertible bench table, bench table, convertible table, conference table, training table, media center furniture Yes - No Do you wish to be eligible to participate in a TIPS contract Yes in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) Yes - No Certification of Residency (Required by the State of No Texas) Company submitting bid is a Texas resident bidder? Company Residence (City) Vendor's principal place of business is in the city of? Elkhorn Company Residence (State) Vendor's principal place of business is in the state of? Wisconsin Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on (No Response Required) PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) A publicly held corporation; therefore, this reporting No Yes - No requirement is not applicable? Yes - No Is owned or operated by individual(s) who has/have been No convicted of a felony? Pricing Information: Pricing information section. (Questions 39 - 42) (No Response Required) Yes - No In addition to the typical unit pricing furnished herein, the Yes Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section. Pricing submitted includes the TIPS administration fee? Yes - No Yes Vendor agrees to remit to TIPS the required administration Yes Yes - No fee? Additional discounts to TIPS members for bulk quantities Yes - No Yes or scope of work? Start Time Average start time after receipt of customer order is ____ 14 working days?

44	Years Experience	Company years experience in this category?	30
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")	One year
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
		 This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. 	
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
50	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
52	Regulatory Standing	Regulatory Standing explanation of no answer.	

53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies (No Response Required) that:

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. Instructions for Certification:

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

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

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

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

which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

(No Response Required)

including suspension and / or debarment.

55	Suspension or Debarment Certification	 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting this offer and certifying this section, this bidder: Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above. 	Yes
56	Non-Discrimination Statement and Certification	In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities A	Yes

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

		certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.	
57	2 CFR PART 200 Contract Provisions Explanation	Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds. The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.	(No Response Required)
58	2 CFR PART 200 (A) Contracts	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree?	Yes
59	2 CFR PART 200 (B) Termination	Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?	Yes

2 CFR PART 200 (H) Debarment and 61 Suspension

62	2 CFR PART 200 (I) Byrd Anti-Lobbying
	Amendment

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein. Does vendor agree? Debarment and Suspension (Executive Orders 12549 and Yes 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM),

in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree?

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein. Does vendor agree?

Yes

Yes

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?

64 2 CFR PART 200 Procurement of Recovered Materials A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

66 Remedies

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a

a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified

event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

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

Yes, I Agree

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

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

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

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

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

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

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

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

Do you agree to these terms?

67 Remedies Explanation of No Answer

Yes

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

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	Yes, I Agree
75	Acts or Omissions Explanation of No Answer		
76	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes
77	Payment Terms and Funding Out Clause	Payment Terms: TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract. Funding out Clause: Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes

78 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

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

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

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees 79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Definitions: Covered employees: Employees of a

Contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal

a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

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

OR

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

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

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

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

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

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

80 Solicitation Deviation/Compliance

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

None

No

81	Solicitation Exceptions/Deviations Explanation	If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.	Due to the wide array of products and the number of states covered, Palmer Hamilton will quote installation and service on a case-by-case basis, thereby providing the TIPS member with the best possible pricing.
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
83	Agreement Exceptions/Deviations Explanation	If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.	

Response Total:



Date: May 26, 2017 RE: 170302 – Furniture (Addendum 1)

Addendum 1 was issued 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. There were no other addendums issued for this RFP. This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond Contracts Compliance Specialist

Bid Audit History		
◆ Return		
Date	Line	Description
5/1/2017 09:07 AM (CT)	Header	Bid request unsealed by SBONDTIPS.
4/27/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/11/2017 01:10 PM (CT)	Header	Bid Close Date extended from 4/21/2017 03:00:00 PM (CT) to 4/27/2017 03:00:00 PM (CT). By RPOWELLTIPS. Reason: To provide more time for vendors to respond.
4/7/2017 11:50 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:50 AM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required
4/7/2017 11:40 AM (CT)	Header	Bid Request Information Copied from Bid '170302' by RPOWELLTIPS.
3/2/2017 08:01 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS Issue time adjusted by the system to balance workload.
2/27/2017 10:06 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/27/2017 10:06 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-10 shown of 10		
Addendum Audit Histo	ry	
Return		
Date	Line	Description
4/7/2017 11:40 AM (CT)	Header	Addendum 1 created for bid '170302' by RPOWELLTIPS.
Items 1-1 shown of 1		

Screen shot from TIPS eBid System, showing the history of RFP 170302 – Furniture (Addendum 1)

REFERENCES

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

Entity Name	Contact Person	Email	Phone	
Russell County Schools	Susan Melton, Food Service Dir		270-343-3191	
Bibb County School District	Dr Cleta Long, Food Service Dir	478-779-2612		
Lynden School District	Margie Baker, Food Service Dir		360-354-7579	

You may provide more than three (3) references.

Certification Regarding Lobbying

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

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

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

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

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

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

Palmer Hamilton, LLC

143 S Jackson St, Elkhorn, WI 53121

Name/Address of Organization

John Gardner, President/CEO

Name/Title of Submitting Official

ardun

Signature

April 26, 2017 5-24-2017 1

FELONY CONVICTION NOTICE

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: John Gardner, President/CEO

Print Authorized Company Official's Name

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

Signature of Authorized Company Official:

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

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

Name of Felon(s):

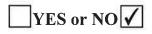
Details of Conviction(s):

Signature of Authorized Company Official:

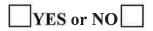
<u>Federal Requirements for Procurement and Contracting with small and minority</u> <u>businesses, women's business enterprises, and labor surplus area firms.</u>

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

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



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



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

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

(b) Affirmative steps must include:

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

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

(3) Dividing total requirements, when economically feasible, into

smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce ; and

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

Company Name Palmer Hamilton, LLC Print name of authorized representative John Gardner, President/CEO Signature of authorized representative___________ May 24, 2017 Date April 26, 2017

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

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

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

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

Name of company claiming confidential status of material

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

Address	City	State	ZIP	Phone
ATTACHED ARE COPIES OF	PAGES OF	CONFIDEN	TIAL MATH	ERIAL FROM OUR PROPOSAL

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

Palmer Hamilton, LLC							
Name of company expressly wai	ving confidential st	tatus of mater	ial	1 .1 11			
John Gardner, President	CEO,	Anna	lade	> / Man Dordine Play-17			
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material							
143 S Jackson St	Elkhorn	WI	53121	800-788-1028			

Address City

State ZIP

Phone



Warranty

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for the period listed below from the original shipment date or substantial completion date. This warranty shall not apply to normal wear and tear. In the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void. The company will, at its discretion, repair or replace any defects. Any repair or replacement must be approved in advance by the factory before any action is taken. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

Product Name / Family	Warranty (in years) (also see limitations and exclusions page)						
Mobile, Covey - Cluster Seating & Accessories							
Mobile Folding Tables, Wall Pocket Systems, T-Rex by Nomad	15 ^A						
Recycle & Trash Receptacles, Condiment Centers, Covey – Cluster Seating	5 ^в						
Palmer Hamilton Design							
Cabinetry, Planters, & Crowd Control Products	5 ^c						
Art & Décor Products	5 ^c						
Nomad Tables							
Aero, Alloy, Story, Sync	5						
Parx	1						
Re-Load - charging hub, charger and battery. - table surface, frame and base.	1 ^D 5 ^D						
Nomad Seating							
Chariot - Booths, Settees & GoPanels	5						
Buddy Bench	5 ^B						
Encore, Cosmo - Chairs	5						
Hive, Daisy - Collaborative Lounge	5 also see Hive Pricer for details						
Filo, Kendo, Tiki - Chairs	2						
Kurpie - Chairs	1						
Spree - Chairs	5						
TimberRidge - Chairs	1						
All other metal frame stack chairs	2						
Other							
Carts, Booth Movers, Essay	5						
Booth Movers	2						
Essay – Library Shelving and Circulation Desks	15						

Note: For A,B,C,D and other details, see limitations and exclusions page as it is an integral part of our Warranty Policy.

Page 1 of 2



Warranty Terms, Conditions, Limitations and Exclusions

General Exclusions/Limitations:

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold (Including Nomad) is considered a normal wear and tear item and not subject to warranties specified in table on page 1, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool model NOMAD products, or any HIVE or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty
 does not cover any additional claims resulting in indirect, consequential, or accidental damages to their
 environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

Mobile & Accessories:

- **A T-Rex** 60" round single flip top table is warrantied for 5 years.
- ^B Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Palmer Hamilton Design:

^c Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Nomad Tables:

- Alloy Cast bases and columns are warrantied for 5 years. Indoor particleboard and MDF core tops have a 5 year warranty. Indoor/outdoor composite tops have a 3 year limited warranty.
- ^D Reload See Re-Load Operations Manual for details.

Nomad Seating:

- Chariot Booth Frame and fiberglass units are warrantied for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- Encore and Cosmo Chairs 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).
- Spree Chairs Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.
- **Daisy** Frame and structure are warrantied for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- Hive Because of the extremely custom nature of this product line, please see the Hive Pricer for coverage limits and exclusions.

Other:

- Carts Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the Reload Battery cart, Sync table cart, Aero table cart, Parx table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- Booth Movers Warranty is 2 years. Product is used for fixed frame Chariot booths.
- **Essay** This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freights damage. Any incidental or consequential damages, including by not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.

All warranty terms, conditions, limitations and exclusions are subject to change without notice.

Page 2 of 2

mobile overview

palmer_{HAMILTON}







it 🔹



Waste/ Recycling Other Products

Innovative mobile furniture solutions for today and tomorrow



L L L BENCH



FOLDS FLAT FOR COMPACT STORAGE Six tables require less than a 5'x 8' footprint— industry leader!

FIELD-ADJUSTABLE HEIGHT From 27" to 29″ high

LIFT ASSIST SYSTEM Compression springs provide smooth, controlled operation. One of the easiest lifting tables on the market.

DOOR CLEARANCE Our tables easily clear standard 7' door frames.

EdgeGuard[™]/SmartEdge EdgeGuard (standard) with 3/4" M3 particle board. SmartEdge with 3/4" M3 particle board or lightweight foam core.

Made in the USA

Best Seller The 19F mobile cafeteria table folds flat and is UL listed for safety.



COMPACT STORAGE

Six tables require less than a 5'x 8' footprint. Each additional table adds 11" to the nested depth.

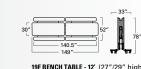
19F (19F06273012)







19F BENCH TABLE - 10' (27"/29" high















Undustry leader. Folds flat.

Premium features and functions

The 63T is one of

our best designed,

feature rich, tables.

DoubleGuard® Enables tables to be stored folded flat for compact storage. Meets and exceeds current UL anti-tipping safety standards.

TORSION BARS AND TORSION SPRINGS work together to provide long-lasting lift assistance. One of the easiest lifting tables on the market.

END LEG ASSEMBLIES with center wheels offer superior weight distribution. Equipped with six ball bearing Poly II swivel casters. Stronger, more durable tables.

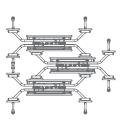
CENTER LATCHES accessible from either side of the table. Two-stage latches have safety stop and in-use positions. Allows easier set-up, positioning and clean up.

WHEELCHAIR-ACCESSIBLE VERSION provides space for one wheelchair user and seating for two when the bench is removed.

EdgeGuard[™]/SmartEdge EdgeGuard (standard) with 3/4" M3 particle board. SmartEdge with 3/4" M3 particle board or lightweight foam core.

Made in the USA

Easy set up. Stronger, more durable.

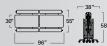


COMPACT STORAGE Three tables require less than a 5.7′ x 5.5′ footprint. Additional tables add 19" to

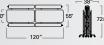
the nested depth.

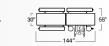
63T (63T11293012)

63t quick specs













Ask us about our design and PEDesign graphics services. See how palmerHAMILTONDesign we can transform your space.



63T 10' BENCH (27"/29" high)

63T 12' BENCH (27"/29"/30" high)

```
63T 12' BENCH WC (30" high)
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BENCH D







61T 12' BENCH WC (30" high)



61T 8' BENCH (27"/29" high)

61T 10' BENCH (27"/29" high)

61T 12' BENCH (27"/29" high)

61T 12' BENCH (30" high)





Ask us about our design and graphics services. See how palmerHAMILTONDesign we can transform your space.

6

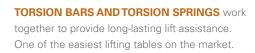
Best Value

The 59TV is one of

tables on the market.

the easiest lifting

7



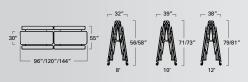
STANDARD HEIGHT FOR DOOR CLEARANCE Our tables easily clear standard 7' door frames.

CENTER LEGS provide additional load bearing capacity. Holds up to the rigors of the school environment.

EdgeGuard[™] EdgeGuard (standard) with 5/8" M3 particle board.

Made in the USA

59TV (59TV13273010BNCH)



59TV BENCH TABLE - 8', 10', 12' (27"/29" high





Cighter weight. Easy to lift

Ask us about our design and PHDesign graphics services. See how we can transform your space.



DoubleGuard® enables table to be folded flat for compact storage. Exceeds current UL anti-tipping safety standards.

TORSION BARS AND TORSION SPRINGS work together to provide long-lasting lift assistance. One of the easiest lifting tables on the market.

END LEG ASSEMBLIES with center wheels offer superior weight distribution. Equipped with six ball bearing Poly II swivel casters. Stronger, more durable tables.

CENTER LATCHES are accessible from either side of the table. Saves time - less walking around the tables. Two-stage latches have safety stop and in-use positions. Allows easier set-up positioning and clean up.

WHEELCHAIR-ACCESSIBLE MODEL provides access for two wheelchairs when stools are removed.

EdgeGuard[™]/SmartEdge EdgeGuard (standard) with 3/4" M3 particle board. SmartEdge 3/4" with M3 particle board or lightweight foam core.



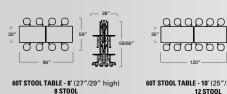


COMPACT STORAGE Three tables require less than a 6' x 6' footprint. Each additional table adds 18.5" to the nested width.

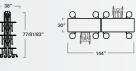
The 60T folds flat, allowing it to be stored in less space.

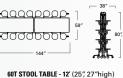
60T (60T11253012-S12)

60t quick specs











60T STOOL TABLE - 10' (25"/27"/29" high) 12 ST001

60T STOOL TABLE - 12' (25", 27"high) 16 STOOL



STOOL





Center leas for added support.



Ask us about our design and graphics services. See how we can transform your space.

TORSION BARS AND TORSION SPRINGS work together to provide long-lasting lift assistance. One of the easiest lifting tables on the market.

STANDARD HEIGHT FOR DOOR CLEARANCE Our tables easily clear standard 7' door frames.

CENTER LEGS provide additional load bearing capacity. Holds up to the rigors of the school environment.

EdgeGuard[™] EdgeGuard (standard) with 5/8" M3 particle board.



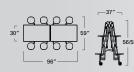
Best Value

The 59TV is one of the easiest lifting tables on the market.





59tv quick specs



11

59TV STOOL TABLE - 10' (27"/29" high)

59TV STOOL TABLE - 12' (27"/29" high







59TV STOOL TABLE - 8' (27"/29" high)



Ask us about our design and PHDesign graphics services. See how palmerHAMILTONDesign we can transform your space.





TORSION BARS AND TORSION SPRINGS work together to provide long-lasting lift assistance. One of the easiest lifting tables on the market.

STANDARD HEIGHT FOR DOOR CLEARANCE Our tables easily clear standard 7' door frames.

ELONGATED SHAPE provides maximum usable surface space in a top. Great for multi-purpose spaces.

WHEELCHAIR-ACCESSIBLE MODELS provide access for two to four wheelchairs.

EdgeGuard[™]/SmartEdge EdgeGuard (standard) with 3/4" M3 particle board. SmartEdge with 3/4" M3 particle board or lightweight foam core.



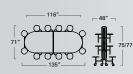
The 59T series provides the largest number of shapes and seating options.



59T (59T122960RDB2S4)



59t elongated quick specs



59T ELONGATED - 12 STOOL

(27"/29" high)

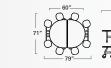
59T ELONGATED - 8 STOOL (4 WHEELCHAIRS)

or 10 STOOL (2 WHEELCHA

(29" high only)



(27" high only)



59T ELONGATED - 8 STOOL

(27" high only



59T (59T0827120ELS12)







(27"/29" high



59T OCTAGON - 8 STOOL (27"/29" high)

59T ROUND - 2 BENCH/ 2 STOOL/ WC (32" high) (32" high)



Ask us about our design and graphics services. See how palmerHAMILTONDesign we can transform your space



59T (59T122960RD-B4)



(14)

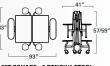
59t shaped quick specs



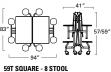
59T ROUND - 4 BENCH



59T ROUND - 6 STOOL/ WC



59T SQUARE - 2 BENCH/4 STOOL (27"/29" high)



(27"/29" high

CONVERTIBLE BENCH/TABLE transforms from a single-sided table, to a comfortable bench, to a full-size cafeteria table.

25" HIGH TABLE MODEL offers lower table height. Smaller size perfect for Early Childhood settings.

CENTER LEGS ON 6' AND 8' models provide additional load-bearing capacity. Our 7' and 8' models feature eight points of floor contact, including four legs under the bench. (7' available in 34/35M)

EdgeGuard[™] EdgeGuard (standard) with 3/4" M3 particle board.

Made in the USA

The 30 series are convertible benches/ tables.

32/33M (32M17251504)



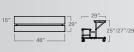








34/35 quick specs



34M CONVERTIBLE BENCH/TABLE 6'



pľ

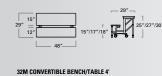
35M CONVERTIBLE BENCH/TABLE 6' (29" high)

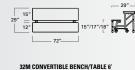
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15

32m quick specs

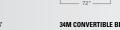




32M CONVERTIBLE BENCH/TABLE 8" *33M CALL FOR AVAILIBILITY.



34M CONVERTIBLE BENCH/TABLE 4'



34/35M



16

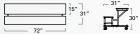


















35M CONVERTIBLE BENCH/TABLE 6' (30" high)

35M CONVERTIBLE BENCH/TABLE 8' (30" high)

FLP

palmerHAMILTON

LARGE TABLES that fold, move and can be stored easily and effortlessly.

DUAL WHEEL CASTERS for easy transport.

TOUGH AND DURABLE.

PVC/EdgeGuard™/SmartEdge 3mm PVC edge with M3 particle board. EdgeGuard (standard) with 1-1/8" M3 particle board. SmartEdge with 1-1/8" M3 particle board or lightweight foam core.

Made in the USA

Carge portable table.

10T is big and tough, but lightweight and agile.

CENTER LATCHES are accessible from either side. Saves time - less walking around tables. Two-stage latches have safety stop and in-use positions. Safer table operation.

HEIGHT-ADJUSTABLE models have adjustable legs in 1" increments from 24" to 32" high. Adjusts from early childhood to wheelchairaccessible heights. (Only in H Leg.)

UNITIZED FRAME offers a longer lasting table that doesn't rely on the top for its strength. Holds up to the rigors of today's school environment. Unitized frames incorporate structural stops to eliminate application of stress to tabletops in the closed position.

EdgeGuard [™]/SmartEdge EdgeGuard (standard) with 3/4" M3 particle board. SmartEdge with 3/4" M3 particle board or lightweight foam core.



ROUND MT-LEG

OUARE (27"/29" high SQUARE MT-LEG

ELONGATED (27"/29" high ELONGATED MT-LEG

10t quick specs





10T (10T112960RD)

The 22M's have adjustable legs from early childhood to wheelchairaccessible heights.



Adjustable legs. Restable.



0VAL (27"/29" high) 60"L x 72"W

0VAL MT-LEG 60"L x 72"W

22M (22M132748RD)



HEXAGON (27"/29" high) 48", 60"

HEXAGON MT-LEG

OCTAGON (27"/29" high

OCTAGON MT-LEG

FOLDING

Tables without Attached Seating



STANDARD HEIGHT FOR DOOR CLEARANCE Our tables easily clear standard 7' door frames.

EdgeGuard™/SmartEdge EdgeGuard (standard) with 3/4" M3 particle board. SmartEdge with 3/4" M3 particle board or lightweight foam core.

Made in the USA

The 23M's are simple and versatile mobile tables.

Standard heiðht door clearance.

23M (23M15273010)

23m/mt quick specs



19

Z3M/MT

23M/MT RECTANGULAR TABLE - 8'



23M/MT RECTANGULAR TABLE - 10 (30" high)

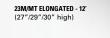


23M/MT RECTANGULAR TABLE - 10'

(27"/29"/30" high)

23M/MT RECTANGULAR TABLE - 12' (27"/29"/30" high)

23M/MT ELONGATED - 12'







23MT (23M15293010EL-MT)





graphics services. See how palmerHAMILTONDesign we can transform your space.



MULTIPLE LOCKING SYSTEMS Track-Lock[®] provides a one-step release from the wall pocket and convenient, secure return.

INTERMEDIATE TRACK LOCK – Automatically secures tables and benches in pockets during storage.

Z-LOCK automatically captures table and benches, aligning and securing table and benches to the top of pocket.

BOTTOM SAFETY LATCH latches outer table and benches with inner table and bench leaf.

KEYED MULLION LOCKS secure outer table and benches in storage position from unauthorized use.

STORAGE CAPACITY A single 14 foot table and bench system stores in just 6 inches of depth. Available in double, triple and quad units.

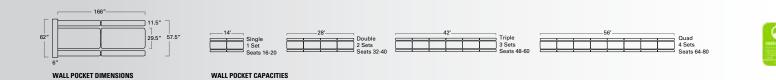
EdgeGuard[™] EdgeGuard (standard) with 3/4" M3 particle board.

Made in the USA

WALL POCKETS



wall pockets quick specs





Pocket (87A031412) Bench (42M03151214) Table (40M03273014)

> Increase storage capacity.

> > 22



23

POLY II LOCKING CASTER WHEELS provide excellent floor protection, abrasion resistance, high-impact strength, and easy, quiet operation. Wheels are non-marking and resistant to water, oil and most chemicals. Cabinets and liners move with little effort. Front cabinet casters lock for secure placement.

TRAY STORAGE Tops are sized to hold standard trays behind waste opening. Properly sized waste opening prevent trays from being discarded. Tops with smaller openings are available on recycling receptacles.

UNITIZED WELDED FRAME Self-supporting main frame is 1-1/8" 16-gauge square tubing.

EdgeGuard[™] EdgeGuard (standard) with 3/4" M3 particle board.

Made in the USA

The unitized welded frame makes it strong and durable.

WR32 Cocking casters. Tray storage.

Frame Finishes

Our frames are built in our state-of-the-art facility where we can have strict control over quality. Our finishes are tougher and longer lasting than conventional paint.

Standard Colors:

Actual colors may vary. Nickel-plated chrome and other colors are available on select models for an additional upcharge.



Stool Colors

Our stools our made of polypropylene and are secured by heavy gauge steel plates at four points.





wr/rr quick specs



2″ () 27.2″ **RR20 RECYCLING RECEPTACLE**

RR32 RECYCLING RECEPTACLE

RR55 RECYCLING RECEPTACLE





STOOLS



EdgeGuard[™]

EdgeGuard[™] is a sprayed-on polyurea edge treatment that provides superior resistance to moisture, eliminates unsanitary food traps, and is extremely tamper-resistant. Edges stay sealed, preventing peeling and chipping. Durable for many years of use.

Standard Color:









QuickShip Laminates

Select from any of the laminates below for 48 Hour QuickShip.

- 19F 12 Foot Bench
- 59TV 12 Foot Bench
- 59TV 12 Foot Stool (black stools)
- 22MT 60" Round



Wild Cherry (WCH)

Note: Due to limitations in the printing process, actual edge colors may appear slightly different. Please request sample for exact color.

SmartEdge

SmartEdge is a "gorilla tough" urethane edge that is not only rugged, but 60% of the material consists of renewable bio-based resource. SmartEdge is a design favorite for its contemporary styling and its ergonomic comfort:

- SmartEdge has antimicrobial additives which include antibacterial and antifungal properties to ward off possible infectious germs.
- The SmartEdge urethane creates a liquid tight seal to the laminate and substrate. •
- UV stabilizers in material for protecting against color fade and break-down.
- Edges are available in Eased profile (shown at left). •
- Custom color matching available to match your specific need with minimal charge. •



Standard SmartEdge Colors:

25

Note: Due to limitations in the printing process, actual edge colors may appear slightly different. Please request sample for exact color.

Custom Logo Laminates

PalmerHamilton is one of the largest producers of custom logo laminate tables and offers customized graphic design on any of our tables, waste and recycling receptacles and cabinets with no minimum quantity requirements. Colorful designs bring your cafeteria to life, enticing students to stay for lunch.

- are the most popular tables among students.
- stand out or fill your cafeteria with color!







White Nebula (NWT)





Grey Glace (GRY)

Montana Walnut (MWT)

• Customized Graphics including school mascot and colors, promote school pride. Graphics enhance the cafeteria environment and

• Cost Effective with no set-up charge or minimum quantity requirements. Customize any Palmer Hamilton product! Make a few units

26

Edges/Laminates





Aero



Sync









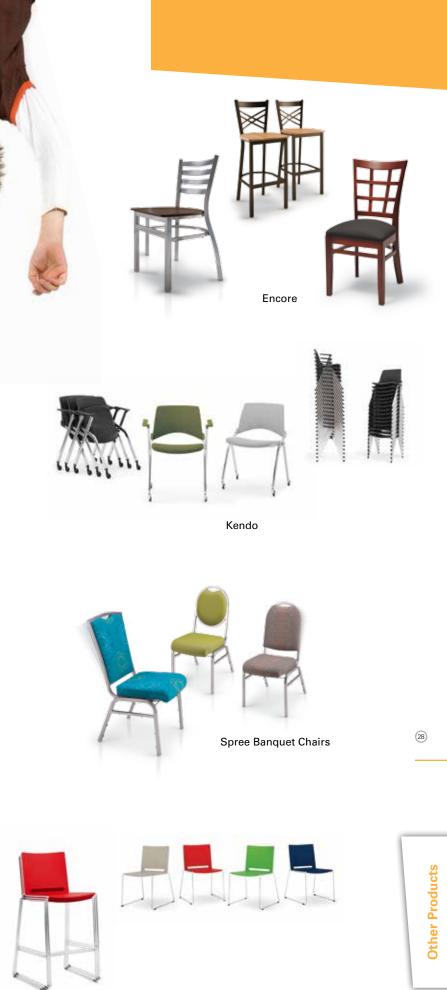


Re-Load

Re-Load Train

Parx





mobile overview

palmer_{HAMILTON}

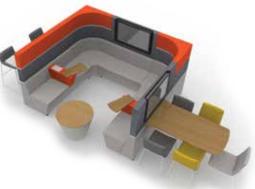
29











Hive















Daisy

flexible furniture







Chariot® (Mobile and Fixed Booth)

30

Other Products



Rally Table



Conversation table

flexible furniture







Essay Shelving







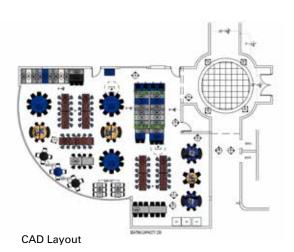


Transform and create inviting spaces for dining and collaboration.

The educational dining facility has become more than a place to eat. It's a social area where people come to eat, talk, read and collaborate. No longer can space planning include eating areas alone. PHDesign includes flexible furniture to accommodate electronic devices, backpacks, group discussions and dining.

Palmer Hamilton promotes and provides sustainable design, practices, and products in every project. Assistance in "LEED" projects and sustainable practices are a standard part of every facility we design.

- SCHOOL BRANDING
- INCREASED PARTICIPATION
- INCREASED REVENUE

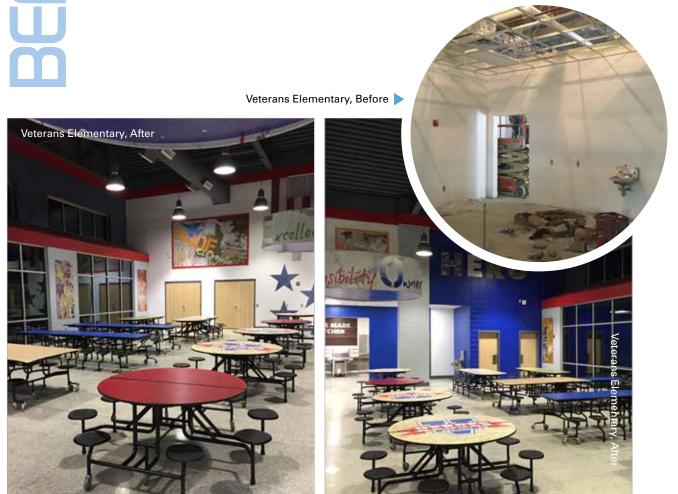




3-D Rendering







33





(34)

PHDesign

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	/	uston 5	and sto	Guardin C	Option	option				Accessible	Height
	5161 40	Bellading 34 F	andard 555	ondard spant s	tos Option	eight Option	at stool	Bench	wheel	Adjuste Adjuste	ale Height
19F - Bench (Pages 1/2)											
63T - Bench (Pages 3/4)				-*							
61T - Bench (Pages 5/6)				•							
59TV (Victory Table) - Bench (Pages 7/8)											
60T- Stool (Pages 9/10)											
59TV (Victory Table) - Stool (Pages 11/12)											
59T Elongated - Stool/ Bench (Page 13)				•							
59T Shaped - Stool/ Bench (Page 14)				•							
32/33, 34/35 -Convertible Benches/Tables (Pages 15/16)											
10T (T-Rex) - No seating attached (Page 17)				•							
22M/MT - No seating attached (Page 18)											
23M/MT - No seating attached (Pages 19/20)				•							
Wall Pockets (Pages 21/22)											

* Consult factory for availability

Associations and Purchasing Groups:



NJPA AWARDED



NACUFS





palmer_{HAMILTON}

143 S. Jackson Street Elkhorn, WI 53121-1911

Toll Free: 800-788-1028 Local: 262-723-8200 Fax: 262-723-5180

www.PalmerHamilton.com













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PHDesign aspires to help you provide the type of dining experience that meets the comfort and needs of your staff, patients and residents. Whether your facility is a hospital dining facility serving staff and patients or an assisted living facility serving your residents we are with you through every step from preplanning, layout, design, manufacturing and installation. Durability, flexibility and mobility are key factors in the design of every dining space.



At PHDesign our professional design group will walk you through the entire dining design process. You will have full access to the best design team in the industry, with over 100 years of dining facilities design. If you have a new building or a facility that requires cutting-edge dining design, we can provide the services that will help you realize your vision and goals.

Our design process includes pre-design consultation, space planning, layout, traffic flow, design proposal, décor design and specifications for furniture fixtures and equipment. We also provide 3-D renderings of the space, manufacturing of furniture, graphics and signage, coordinating and tracking all production, arranging product delivery, coordination of installation teams and conducting final walkthrough inspection.



Palmer Hamilton, LLC 143 S. Jackson Street, Suite 1 Elkhorn, WI 53121-1911

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Great dining/ social space design and installation





Colleges

Universities

Health care





college/universities









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Sustainability-good for all









"We are constantly amazed that 'forgotten' space is now the centerpiece to student life. Our sales are up and profit percentage has gone through the roof. Our cafeterias are now the 'cool' place to hang out and the district administrators are choosing to use our locations for special events. While those special events add a bit more work they also add a lot more sales and a lot more profit!"

"Hillcrest High finished the year \$73,610 over forecast. That means the project there has paid for itself three times in the last two and a half years. We estimate a net increase in profit of \$600,000 directly related to the Palmer Hamilton Food Court."

Quentin W. Cavanagh Marketing/Training Specialist, Greenville County Schools Greenville, SC

"In speaking with our representative, she was able to handle and order what we wanted. Also, she was able to provide us with a "book" of what the cafeteria would look like prior to us placing the order. Incredible! She was in communication with me regularly regarding the cafeteria design, likes and dislikes. It was a great process."

Scott Graber, Principal, Clark Middle School, St. John, IN

"I really enjoy my time in the comfortable and relaxed food court. I can find a quiet corner to unplug or get work done on my own or hook up with my friends to hang out!! It seems like a restaurant so we tend to stick around longer."

Adam Butler, Student, Hawkeye Community College, Waterloo, IA

"Palmer Hamilton's cutting-edge designed cafeterias create a social dining destination. With the trendy surroundings, sleek colors and stylish art, students want to be in the cafeteria which results in greater participation, higher customer satisfaction and increased revenue."

Cleta Long, School Nutrition Director Bibb County Public Schools, Macon, GA



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associations and purchasing groups:



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