### **VENDOR CONTRACT**

**Between** 

Palmien Furniture

and

(Company Name)

#### THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

**FURNITURE** 

**CONTRACT NUMBER 1102215** 

### **General Information**

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

#### **Definitions**

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. 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.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations. **REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

### **Terms and Conditions**

#### **Freight**

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

#### **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.)

#### Contracts

All contracts 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.

Contracts 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.

#### **Assignments of contracts**

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

#### **Disclosures**

- 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 contract.
- 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 contract.

#### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

#### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and 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 contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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. 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 to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

#### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract 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 contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

#### Indemnity

- 1. Indemnity for Personality Contracts. 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 contract, 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 Contracts. 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 contract, 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, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract 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 contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% 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.

#### 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 contract 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 contract 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 24 hours of receipt of order.

#### Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

Providing material that does not meet the specifications of the contract;

- o Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase 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 Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. 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.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract 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 contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

#### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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 contract 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 Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

#### 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 contract by awarded vendor must have prior approval from TIPS.

#### Supplemental agreements

The entity participating in the TIPS contract 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 contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

#### **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 contract 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 Contract. 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.

#### **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 will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or 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.

#### **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 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 contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

#### **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 contract 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 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.

### **Special Terms and Conditions**

It is the intent of TIPS to contract 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.

- Contracts: All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- Promotion of Contract: 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> 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.

Check one of the following responses to the <u>General Terms</u> and <u>Special Terms and Condition</u>
We take no exceptions/deviations to the <b>general</b> and/or <b>special terms and conditions</b> .
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
We take the following exceptions/deviations to the <b>general</b> and/or <b>special terms and conditions</b> . All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:		
		-

### **CONTRACT Signature Form**

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	Palmien Furniture	
Mailing Address:	1230 Reid street	
City:	Richmond Hill	
State:	Ontario Canada	
Zip:	L4B-104	
Telephone Number:	1-905-731-9300	
Fax Number:	1-905-731-9878	
Email Address:	fpalmien & palmien furnity	e.com
Authorized Signature:		dia a
Printed Name:	Frank Palmien	
Position:	Executive vice President	
honor the participation	tal TERM of one year with the option of two a n fee for any sales made based on the TIPS con ntion of contract and will affect the award of fu	itract. Failure to pay the fee wil
Blende	McNatt	10-22-2015
TIPS Authorized Signati		Date
David V	Vayne Fitts	10-22-2015
Approved by Region VI		Date

### The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Informatio	n	Contact Info	ormation	Ship to Information
Bid Creator  Email Phone Fax	Mr. David Mabe National Coordinator david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Bid Number Title	1102215 Furniture RFP	Contact	Kim Thompson, Coordinator of Office Operations	Department Building Floor/Room
Bid Type Issue Date Close Date Need by Date	08/03/2015 9/11/2015 3:00:00 PM CT	Department Building Floor/Room		Telephone Fax Email
		Telephone Fax Email		
Supplier Inform	mation			
Company Address	Palmieri Furniture 1230 Reid Street			
Contact Department Building Floor/Room	Toronto Ontario Canada, TX 9	90210		
Telephone Fax Email	1 (800) 4134440 1 (800) 4134440			
Submitted Total	9/10/2015 8:55:35 AM CT \$0.00			
Signature Fra	ank Palmieri		Email fpalm	ieri@palmierifurniture.com
Supplier Notes	s			
Bid Notes				
Bid Activities				
Bid Messages	;			

Date	Subject	Message
08/13/15	Pre-Bid Webinar	** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.
		Please join my meeting.     https://global.gotomeeting.com/join/604337077
		2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.
		Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting
		Meeting ID: 604-337-077
08/13/15	Pre-Bid Webinar	** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.
		Monday, August 17, 2015, 10:00 AM (CST)
		Please join my meeting.     https://global.gotomeeting.com/join/604337077
		2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.
		Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting
		Meeting ID: 604-337-077

#	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.)	Across Canada and the United States, some of the most esteemed learning institutions and libraries have made Palmieri furnishings solutions their choice. Our ever growing collection offers a diverse range of designs from refined to contemporary to cutting edge. Palmieri Furniture invites you to experience our unique selection of library furnishings.

6	Primary Contact Name	Primary Contact Name	Frank Palmieri
7	Primary Contact Title	Primary Contact Title	Executive Vice President
8	Primary Contact Email	Primary Contact Email	fpalmieri@palmierifurniture.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	19057319300
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	19057319878
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Ingrid Pascual
13	Secondary Contact Title	Secondary Contact Title	Marketing/Business Development
14	Secondary Contact Email	Secondary Contact Email	ingrid@palmierifurniture.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	19057319300
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	19057319878
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Bharat Mehta
19	Admin Fee Contact Email	Admin Fee Contact Email	bmehta@palmierifurniture.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	19057319300
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Chien Hu
22	Purchase Order Contact Email	Purchase Order Contact Email	chu@palmierifurniture.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	19057319300
24	Company Website	Company Website (Format - www.company.com)	www.palmierifurniture.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	104055066
26	Primary Address	Primary Address	1230 Reid Street
27	Primary Address City	Primary Address City	Richmond Hill
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Ontario Canada
29	Primary Address Zip	Primary Address Zip	L4B1C4
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Library Furniture, Reading Tables, Study Carrels, Wood Shelving, Steel Shelving, Computer Tables, Collaborative Furniture, Seating, lounge, Circulation Desk, Reference Desk, Palmieri Furniture

31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Richmond Hill
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ontario, Canada
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the 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.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is working days?	90
44	Years Experience	Company years experience in this category?	48
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items		
	Response Total:	\$0.00

#### Reseller/Dealers

Organization	City	State	Contact Name	Contact Phone
Creative Library Associates	New Jersey	NJ	Brad Kingsburg	1-908-812-8190
Amara Associates	Connecticut	NE	Marisa Amara	1-203-974-9223
Demco Library Interiors	Madison	WI	Janet Nelson	1-608-241-8568
Library Design Associates	Ohio	ОН	Rich DeBear	1-614-923-4600
Young and Watson	Maryland	MD	Bryan Rice	1-804-822-5490
Yamada	Burbank	CA	Linda Braverman	1-714-843-9882
The Ross McDonald Company	San Francisco	CA	Bob Schmidt	1-925-455-1635
The Casper Corporation	Michigan	MI	Jim Casper	1-248-442-9000
Liberty Systems	Virginia	BM	Kim Miller	1-800-487-6421
Team Schutmaat	Holland	MI	Fred Schutmaat	1-812-309-0782
Southern Contract Sales	Atlanta	GA	CJ Mazzola	1-770-237-2510
Source Interiors	Orlando	FL	John Cummings	1-407-896-0949
Source Interiors	Simpsonville	SC	Mark Patterson	1-678-319-4347
SF Space Solutions	San Francisco	CA	Jerry Mattinger	1-415-391-9999
Rulyn Design Resources	New York	NY	Rulyn Graves	1-518-692-9917
RPA	Alabama	AL	Patty Malt	1-205-324-5643
Red Thread	Connecticut	CT	Mary MacMahon	1-860-291-5780
Only libraries	Cincinatti	ОН	Amanda Flynn	1-513-761-0885
Library Interiors of Texas	Houston	TX	Michael Taylor	1-888-689-5489
LFI	Chicago	IL	Scott Fairbanks	1-847-564-9497
Jones Library Sales	Des Moines	Ю	Ken Jones	1-515-989-4241
J.P.Jay Associates	Philadelphia	PA	Jim Malise	1-610-435-9666
Monitor Equipment	Massachusetts	NE	Brian O'Neil	1-781-934-5621
Douron	Balitmore	MD	John Davenport	1-410-363-2600
GN Associates	Metarie	LA	Glenn Norton	1-504-828-1092
A.R.Kropp	Long Island	NY	Greg Kropp	1-631-549-9240
Accent Commercial Furniture	Rochester	NY	Kali	1-518-482-4000
Varia	Knoxville	TN	Ron Vaughan	1-901-853-6966
JKO Associates	New York	NY	Jennifer Kline	1-917-494-4764
The Tucker Company	New Hampshire	NE	Cori McGrath	1-603-666-7030

#### Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

#### **2 CFR PART 200**

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

Federal Rule (1) 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 (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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 \_\_\_\_ Initial of Authorized Company Official

Federal Rule (2) 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 (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES \_\_\_\_ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced

Does vendor agree? YES

\_ Initial of Authorized Company Official

Federal Rule (7) 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 (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (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 (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS 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 they are not debarred as specified above? YES Initial of Authorized Company Official



Federal Rule (9) 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 (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

Does vendor certify to the provisions in Federal Rule (9) above? YES Initial of Authorized Company Official
Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
Does vendor agree? YES Initial of Authorized Company Official
Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
Does vendor agree? YES Initial of Authorized Company Official
Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]
Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.
Does vendor agree they will comply? YES Initial of Authorized Company Official
Print name of authorized representative Frank Palmen
Print name of authorized representative frank fallen

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

Signature of authorized representative\_

#### SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

Certifies that no suspension or disbarment is in place, which would preclude receiving a

By submitting this offer and signing this certificate, this bidder:

federally funded contra	act under the EDO	GAR, §200.212	Suspension and o	debarment.		
Vendor Name:	Palmier	Furniture	2			
Vendor Address:	1230 Re	id Sheet	Richmond Hill	, ontino (	anada Li	18-164
Vendor E-mail Addro	ess: fpalmie	i a palmie	afarniture	·Com		
Vendor Telephone:_	1-905-	731-9300				
Authorized Company	Official's Name	Frank	Palmieri	,-		
Signature of Compan	y Official:	ale				
Date:	Seatember	- 1-2015			,	

#### References

\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name	Contact Phone
Texas A&M University	Houston	TX	Michael Taylor	1-512-964-2790
Capitol Region Educ Council	Boston	MA	Mary MacMahon	1-860-810-2835
Hunter Comm College	Manhattan	NY	Brad Kingsburg	1-908-276-9200
Helena High School	Birmingham	AL	Patti Ryan	1-205-324-5641
Queens Public Library	Bay Shore	NY	Greg Kropp	1-631-827-9958

### **PALMIERI**

#### WARRANTY

Palmieri Furniture Limited warrants that the Furniture manufactured by them will be free of defects in material and workmanship for a period of ten (10) years and the Seating manufactured and sold by them will be free of defects in material and workmanship for a period of two (2) years.

Defects which, in the judgment of Palmieri Furniture Limited, result from abuse, misuse, improper storage, alterations, unauthorized repairs, environmental conditions, and acts of God will not be covered by this warranty. Palmieri assumes no warranty or liability whatsoever for consequences arising from changes made to the goods by the Customer or third parties or which have been caused by improper handling or incorrect use of the goods. If a defect in material or workmanship is found during the warranty period it shall be the option of Palmieri Furniture Limited to: (A) repair, or (B) replace the furniture. The replacement or repair of the Furniture or Seating will be at the expense of Palmieri Furniture Limited, provided that it is within the warranty period. If the defect or workmanship cannot be remedied on site, repairs can be made at the factory. Freight charges and arrangements for product repairs and returns are the responsibility of the customer. Palmieri Furniture Limited will provide assistance with arrangements, where possible, at the customer's request.

Palmieri Furniture Limited must be notified as soon as possible of any defects in the Furniture or Seating. Palmieri Furniture Limited will not warrant any claims made unless received within the allotted warranty period. The warranty shall begin on the date of shipment from our warehouse. Warranty work must be approved by authorized personnel of Palmieri Furniture Limited in Richmond Hill, Ontario.

Palmieri Furniture Limited will not warrant any furniture that is not purchased either directly from Palmieri Furniture Limited or an approved Distributor of Palmieri Furniture Limited. A copy of the original purchase order must accompany all claims. This warranty is not transferable.

Defects which, in the judgment of Palmieri Furniture Limited, result from abuse, misuse, improper storage, alterations, unauthorized repairs, environmental conditions, and acts of God, will not be covered in this warranty.

Palmieri Furniture Limited does not warrant the matching of colors, stains, textures, grains and any other variations in material. However, Palmieri Furniture Limited will endeavor to try and match these variations as closely as possible.

This warranty does not apply to any type of seating or furniture that is sold by Palmieri Furniture Limited which is manufactured by others. Palmieri Furniture Limited will endeavor to pass on any warranties given by any outside suppliers.

THIS WARRANTY WILL BE CONSIDERED VOID WITHOUT PALMIERI FURNITURE LIMITED EMBOSSED COMPANY SEAL.



You want a furniture company that is always there for you

The lives of those you feel responsibility for change constantly.

It could be children entering kindergarten. High school students preparing for college and university. Graduates entering the corporate world. In every situation, the physical environments they grow and learn in continually change. Just as they themselves change.

At Palmieri, we're an innovating, expanding company in an evolving industry. We are a furniture company, but we're about more than desks and tables and chairs and shelves. We're about people learning. Sharing. Laughing. Studying. Collaborating...

We are Palmieri. And we're with you every step of the way.



# PALMIERI

# Building on a strong foundation

**Palmieri is built on values** of genuine commitment and honesty. Values that embrace quality, craftsmanship and innovation.

From the company's modest origins in Italy nearing a half-century ago to the modern, international business it is today, Palmieri has grown and evolved over the decades, but our values remain steadfast and true.



### Four pillars of strength

While fulfilling the needs of our four distinct furniture markets -K-12, Library, College/University, and Corporate - we never forget that, first and foremost, we're meeting people's needs. Your needs... and the needs of those you serve.

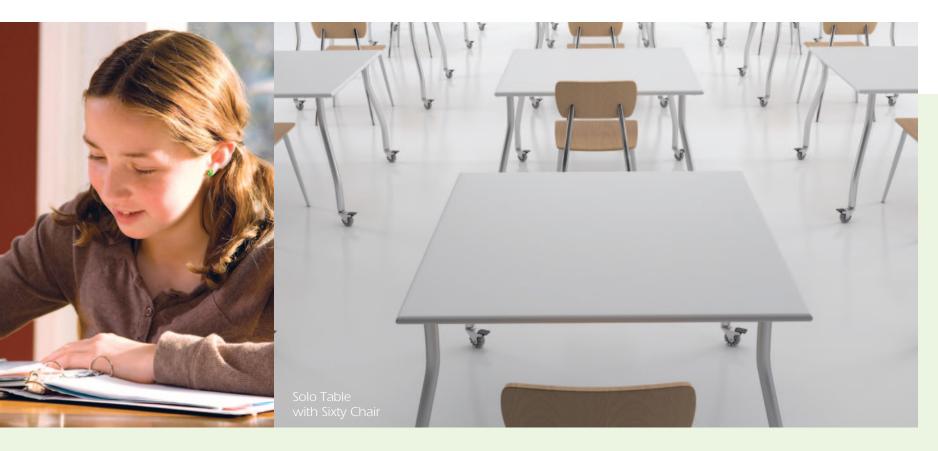


Library



# K-12: the formative years

Molecule Lounge



We're all products of our environment.

And so it's fitting we make products – modular tables, workstations, collaborative furniture, configurable tables – that ensure the environments for growing minds are the best they can be.

Whether those young minds are entering Kindergarten or leaving Grade 12, we believe their learning environments should be positive and stimulating. Creative and comfortable. Pragmatic and inspired.

Young minds need furniture that stimulates learning.





# Modern **libraries** for seekers of knowledge



# Libraries are essential to our communities.

Essential to people of all ages, from all walks of life, who use libraries for activities as diverse as completing a school project or starting a job search in a new career. Finding a reference book for home renovations or signing out the latest best seller.

Libraries mean so much to so many different people. And our role is to provide you with a wide range of furniture options to help make your library an ideal environment. We have the experience that will let you achieve your vision.

Libraries are vital places to stay connected.





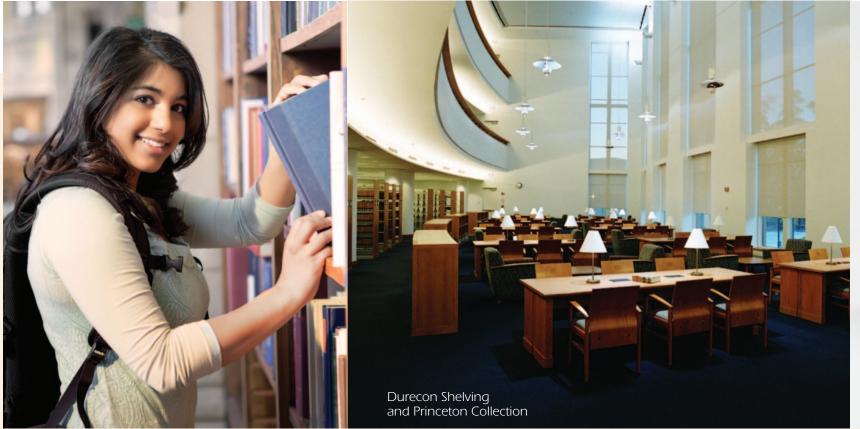
# Making colleges and universities smarter than ever

**Academic environments** continue to evolve with the times.

Colleges and universities are becoming much more collaborative, yet still must offer areas for quiet, focused work. Technology informs these spaces, whether through ample power for devices, or rooms offering projection systems and conference tables to practice presentations.

Recognizing that technology will continue to change, design flexibility – including modular and configurable furniture – is central to both short- and long-term success.

Educational environments reflect a brave new world. And we're excited to be part of it.





Post-secondary success depends on well-designed spaces.

Addison Display





# Corporate environments that help business grow





### Our capabilities in corporate furniture come quite naturally to us.

We've already been providing what's needed for success in learning environments. The corporate world is the next step for those whose needs we serve.

As people – and the businesses they're in – continue to grow, we're right there along with them. Offering furniture products that encourage work collaboration. Individual focus. And sharing of success.

Business productivity goes hand in hand with efficient, comfortable workspaces.



# Making contact

If you would like to discuss your requirements, and are interested in learning more about what we have to offer, please contact us.

We take our commitments and responsibilities seriously. Because we know you do too.

We look forward to talking to you. And meeting you. And moving forward with you – every step of the way.



Two generations of Palmieris – from left to right: Rocky, Rocco Sr., Vito and Frank – are forging ahead with an innovative new company based on 50 years of tradition.

1230 Reid Street Richmond Hill Ontario Canada 148 164 T 905 731 9300 F 905 731 9878 TF 800 413 4440

> info@palmierifurniture.com www.palmierifurniture.com





## PALMIERI FURNITURE

MEMBER SINCE 2005

The U.S. Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life.

S. RICHARD FEDRIZZI

President, CEO, & Founding Chair



# Rainforest Alliance

#### PALMIERI FURNITURE LIMITED

1230 REID STREET RICHMOND HILL, ONTARIO L4B 1C4 CANADA

## IS CERTIFIED FOR FOREST STEWARDSHIP COUNCIL™ CHAIN OF CUSTODY AND CONTROLLED WOOD

#### **Certificate Scope**

**Certificate Type:** Single Chain of Custody and Controlled Wood **Standard(s):** FSC-STD-40-004 V2-0; FSC-STD-40-005 V2-1

Product group(s): Furniture, Seats

Valid from 15 July 2012 to 14 July 2017

Certificate Registration Code: RA-COC-000762

RA-CW-000762

FSC License Code: FSC-C007071 Certificate Issue Number: IN-2012-1

Additional details regarding the scope, including a full list of products and species, are available at info.fsc.org.

Joshua Tosteson, RA-Cert Director Rainforest Alliance

665 Broadway, Suite 500 New York, NY 10012 USA

#### RAINFOREST ALLIANCE IS AN ACCREDITED FSC® CERTIFICATION BODY

The validity of this certificate shall be verified on info.fsc.org. This certificate does not constitute evidence that a particular product supplied by the certificate holder is FSC certified and/or FSC Controlled Wood. Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on invoices and shipping documents.

This certificate is the property of Rainforest Alliance. This certificate and all copies or reproductions of this certificate shall be returned or destroyed if requested by Rainforest Alliance.

ACCREDITED FSC-ACC-004

Version March 2012

# Palmieri Furniture

Palmieri Furniture Ltd. believes that there should be no barriers – figurative or literal – to education and enrichment. That is why every piece throughout our extensive collection of library furnishings is designed to accommodate the standards set forth by the Americans with Disabilities Act (ADA).



A.D.A. ACCESSIBILITY

AMERICANS WITH DISABILITIES ACT

PALMIERI



# Palmieri Furniture

### About the Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA), enforced by the U.S. Department of Justice, ensures equal opportunity and equal access for individuals with disabilities. For example, places of public accommodation – including libraries – must meet specific design standards in both structure and furnishings to enable access for persons confined to wheelchairs, or who require the aid of a seeing-eyedog. These design standards are outlined in the ADA Standards for Accessible Design (see sidebar).

## Palmieri Furniture: The Choice for ADA-Compliant Furnishings

Since the ADA's inception, Palmieri's Design Team has worked with our clients to enable ADA compliancy while maintaining the creativity and quality standards on which we've built our reputation. Whether our furnishings solutions include

work surface height, and strategically positioned electrical fittings make this Princeton study carrel easily accessible to individuals in wheelchairs.

variable work surface heights, modified apron rails, or custom-designed product configurations, the result is always a library environment that is refined, cohesive and, most importantly, inviting to all.

#### ADA STANDARDS FOR ACCESSIBLE DESIGN

Since 1992, both the construction of new libraries and the renovation/expansion of existing libraries have been required to meet accessibility guidelines set forth in the ADA Standards for Accessible Design. For example:

- 4.2 Space Allowances and Reach Ranges
- 4.2.4 Clear Floor or Ground Space for Wheelchairs
- 4.2.5 Size and Approach. The minimum clear floor or ground space required to
   accommodate a single, stationary wheelchair and occupant is 30 inches by 48 inches
   (760 mm by 1220 mm). The minimum clear floor or ground space for wheelchairs may
   be positioned for forward or parallel approach to an object. Clear floor or ground
   space for wheelchairs may be part of the knee space required under some objects.
- 4.32 Fixed or Built-in Seating and Tables
- 4.32.3 Knee Clearances. If seating for people in wheelchairs is provided at tables or counters, knee spaces at least 27 inches (685 mm) high, 30 inches (760 mm) wide, and 19 inches (485 mm) deep shall be provided.
- **4.32.4 Height of Tables or Counters.** The tops of accessible tables and counters shall be from 28 inches to 34 inches (710 mm to 865 mm) above the finish floor or ground.
- **Reading and Study Areas.** At least 5 percent or a minimum of one of each element of fixed seating, tables, or study carrels shall comply with 4.2 and 4.32.
- 8.3 Magazine Displays. Maximum reach height shall comply with 4.2, with a height of 48 inches (1220 mm) preferred irrespective of approach allowed.

For more information on Palmieri Furniture Ltd. and our library collections that meet ADA Standards for Accessible Design, please visit www.palmierifurniture.com. For more information on the Americans with Disabilities Act, please visit www.ada.gov.



PALMIERI FURNITURE LTD.
1230 REID STREET, RICHMOND HILL
ONTARIO, CANADA L4B 1C4
TEL: (905) 731-9300 FAX: (905) 731-9878
TOLL FREE: 1-800-413-4440

Website: www.palmierifurniture.com



# Palmieri Furniture

Since 1995, architects, designers and contractors have had an invaluable resource when preparing architectural woodwork specifications: the Architectural Woodwork Institute's (AWI) Quality Certification Program (QCP). The Program assures that Certified Participants – like Palmieri Furniture Limited – manufacture product in compliance with the industry's most exacting standards.





A.W.I. CERTIFICATION

A B C H I T F C T II B A L W O O D W O D V L N S T I T II T F

PALMIERI



# Palmieri Furniture

## About the AWI's Quality Certification Program

• he AWI/AWMAC Quality Standards Illustrated was first published in 1961. Now in its 8th edition, the guidebook is still considered "the authoritative"



source" on quality interior architectural woodwork. Consistent compliance to these standards remains one of the Architectural Woodwork Institute's greatest priorities.

In 1995, the AWI introduced the Quality Certification Program (QCP), a service that certifies whether products and projects are in compliance with the Institute's published Quality Standards. QCP applicants must undergo a rigorous inspection process (including on-site visits and sample inspections) in order to be deemed Certified Participants.

In the Institute's own words, the QCP is designed "to raise and maintain the professional standards in the architectural woodwork industry through a program of professional development." The Program is so acclaimed, in fact, that the General Services Administration (GSA) has made it a mandatory part of its woodwork specifications since 2001.



### Palmieri Furniture Quality Standards are Certified at the Premium Grade

Palmieri Furniture Limited is a Certified Participant in the Architectural Woodwork Institute's Quality Certification Program. As such, we are equipped to supply handcrafted library furnishings that meet the AWI's "Premium", "Custom", or "Economy" Grades, depending on specification.

At Palmieri, we've created library collections for decades using premium materials and technology. We're proud that, today, our furnishings are considered among North America's finest quality by the Architectural Woodwork Institute.





#### GRADES

AWI/AWMAC Quality Standards Illustrated, 8th Edition (2003), p.6 Architectural woodwork, by its very nature, is used primarily in fine quality projects. The three Standard Grades are Premium, Custom, and Economy.

Premium Grade: The Grade specified when the highest degree of control over quality in the execution of the design intent, and providing the highest level of quality in materials, workmanship, and installation.

**Custom Grade:** The Grade specified for most high quality architectural woodwork. This Grade provides a well-defined degree of control over the quality of materials, workmanship, and installation of a project.

**Economy Grade:** The Grade defining the minimum expectations of quality, workmanship, materials, and installation.

For more information on Palmieri Furniture Ltd. and our library collections that are AWI Quality Certified, please visit www.palmierifurniture.com.

For more information on the Architectural Woodwork Institute and its Quality Certification Program, please visit www.awinet.org.



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Leading Edge Concept and Design

# Palmieri Furniture

The LEED™ (Leadership in Energy and Environmental Design) Green Building Rating System® is considered the benchmark for environmentally responsible construction... and the design community can meet its standards in part by selecting superbly-crafted, LEED™-approved furnishings from Palmieri Furniture Ltd.





L.E.E.D. CERTIFICATION

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN

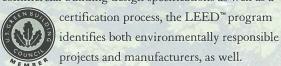
PALMIERI



# Palmieri Furniture

#### **Building the Environmental** Standard with LEED™

The LEED™ (Leadership in Energy and Environmental Design) Green Building Rating System® is an initiative of the U.S. Green Building Council. By providing environmentally conscious commercial building design specifications as well as a



LEED™ utilizes a point system across five categories to distinguish construction projects that represent environmental responsibility through sustainability. One of these categories, "Materials & Resources," speaks directly to the use of wood that has been harvested from well-managed, eco-friendly forests. LEED™ recognizes the parameters established by the Forest Stewardship Council (FSC) in specifying such wood product:

"Use a minimum of 50% (based on cost) of wood-based materials and products, certified in accordance with the Forest Stewardship Council's Principles and Criteria, for wood building components including... furnishings."

# Palmieri Furniture: COC Certified LEED™ Approved

**W** ood furnishings carry the FSC label only if their manufacturer is Chain-of-Custody (COC) certified by an FSC Accredited Certifier. The COC process



allows a wood product to be tracked from a tree in a well-managed forest, through all stages of processing and production, and finally to its final form.

Palmieri Furniture Ltd. earned COC certification in 2002 after successfully completing the Rainforest Alliance Smart Wood Program. As such, we are able to offer a broad range of library furnishings that carry the FSC certified label and

consequently meet the standards prescribed by the LEED™ Green Building Rating System™.

Virtually any variety of hardwood can be obtained from FSC certified forests in North America. In addition, Palmieri's selection of ecofriendly furniture features a unique, responsibly grown premium hardwood called Lyptus®, which can be harvested in just 14 to 16 years. It is plantation-grown in Brazil among reintroduced indigenous trees to preserve the natural habitat.

For more information on Palmieri Furniture Ltd. and the FSC-certified library collections that are suitable for LEED™ projects, please visit www.palmierifurniture.com. For more information on the U.S. Green Building













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