

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST



Company Name: Palmer Hamilton, LLC

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		Due to the wide variety, complexity and site-specific nature of our furniture, installation is not included in our pricing and will be quoted on a case-by-case basis.	NJPA Accepts
		Due to the distance and shipping requirements of shipments for Alaska, Hawaii and outside of the United States special pricing would have to apply due to the increased packaging expense, freight expense, duties, etc.	NJPA Accepts

Proposer's Signature: *TFL* VP-CFO Date: 3-12-15



Contract Award  
RFP #031715

FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

FURNITURE WITH RELATED ACCESSORIES AND SERVICES

In compliance with the Request for Proposal (RFP) for FURNITURE WITH RELATED ACCESSORIES AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Palmer Hamilton, LLC Date: March 12, 2015

Company Address: 143 S Jackson St., Suite 1

City: Elkhorn State: WI Zip: 53121

Contact Person: Tod Friske Title: Vice President/CFO

Authorized Signature (ink only):  Tod Friske, VP/CFO  
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031715 FURNITURE WITH RELATED ACCESSORIES AND SERVICES

Palmer Hamilton, LLC  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 9th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette  
NJPA Executive Director (Name printed or typed)

Awarded this 9th day of April, 20 15 NJPA Contract Number #031715-PHL

NJPA Authorized signature: [Signature] Scott Veroren  
NJPA Board Member (Name printed or typed)

Executed this 9th day of April, 20 15 NJPA Contract Number #031715-PHL

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Palmer Hamilton, LLC

Vendor Authorized signature: [Signature] Tod Friske  
(Name printed or typed)

Title: Vice President / CFO

Executed this 10th day of April, 20 15 NJPA Contract Number #031715-PHL

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Palmer Hamilton, LLC

Contact Person for Questions: Nancy Foster, Contract Administrator/Internal Sales Specialist  
and Tod Friske, VP/CFO  
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 143 S Jackson St., Suite 1

City/State/Zip: Elkhorn, WI 53121

Telephone Number: 800-788-1028 Fax Number: 262-723-5180

E-mail Address: nfoster@palmerhamilton.com; tfriske@palmerhamilton.com

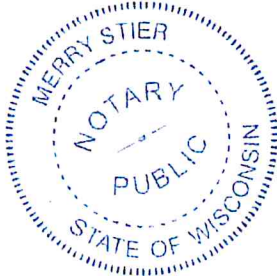
Authorized Signature: 

Authorized Name (typed): Tod Friske

Title: Vice President/CFO

Date: March 12, 2015

Notarized



Subscribed and sworn to before me this 12 day of March, 20 15

Notary Public in and for the County of Walworth State of WI

My commission expires: Sept. 19, 2017

Signature: 



**Form P**

**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Palmer Hamilton, LLC

Questionnaire completed by: Nancy Foster, Contract Administrator and Tod Friske, VP/CFO

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Payment terms are Net 30.
- 3) Identify any applicable leasing or other financing options as defined herein.  
Not applicable.
- 4) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Upon receipt of contract award Palmer Hamilton would conduct an initial meeting to review the new NJPA contract and marketing plan. The following individuals would be present:

- John Gardner, President CEO
- Tod Friske, Vice President CFO
- Jeff Schreiner, Vice President Sales and Marketing
- Scott Berg, K-12 National Sales Manager
- Nancy Foster, Contract Manager
- Jill Logterman, Customer Service Manager
- Inside Account Specialists

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

Our dealer network plays an integral role in marketing our current NJPA contract, and in working with current and prospective NJPA members explaining the contract solutions the NJPA contract provides. Our dealers will continue to play an integral role should Palmer Hamilton be awarded a contract from this RFP. The specific dealer for a project is referenced in the NJPA quote that is prepared for the end user. The purchase order is issued to Palmer Hamilton. The dealer who has the relationship with the NJPA member and had "sold" the project through our NJPA contract is referenced in the body of the quote. Only dealers who are part of our dealer network are referenced in our NJPA contract quotes.

- 5) Do you accept the P-card procurement and payment process?  
Yes.

## Warranty

- 6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for a period listed below from the original shipment date. This warranty shall not apply to normal wear and tear or 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 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.

### Warranty by Product Type:

• Mobile Folding Tables	15 Year
• Outdoor Cluster Seating	5 Year
• Fiberglass Booth	5 Year
• Freestanding Tables*	5 Year
• * Re-Load	1 Year
• Chairs	5 Year
• Booth & Freestanding Tabletops	5 Year
• Cabinetry & Planters	5 Year
• Art & Décor	5 Year
• Hive	5 Year

- 7) Do all warranties cover all products/equipment parts and labor?  
Yes, subject to overall warranty.
- 8) Do warranties impose usage limit restrictions?  
As long as the product is not used in an unsafe manner.
- 9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?  
Yes, provided the warranty is deemed to be caused by the manufacturer.
- 10) Please list any other limitations or circumstances that would not be covered under your warranty.  
None
- 11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs.  
None

How will NJPA Members in these regions be provided service for warranty repair?  
Repairs or replacements will be coordinated through the factory.

## Equipment/Product/Services, Pricing, and Delivery

- 12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Palmer Hamilton, located in Elkhorn, Wisconsin, is a leading manufacturer in providing flexible furniture for flexible spaces, and for designing sustainable turn-key dining and seating solutions that enhance the gathering experience. Founded on innovation, quality and customer service, we offer a variety of choices for gathering, dining and seating needs, and deliver high quality, durable products that are safe and easy to use.



Today Palmer Hamilton has one of the largest and most diversified product offerings in the industry - from an extensive collection of mobile folding cafeteria tables and booths and food court products, to a broad range of flexible furniture and innovative systems of flexible modular seating designed to create flexible spaces for collaboration, communication and concentration - choices that accommodate laptops, backpacks, group discussions and eating and that will meet a variety of budgetary and seating needs. 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. Our quality products are manufactured and shipped by trained factory personnel. Due to the site-specific and architectural nature of our products, installation by trained and factory-authorized teams will be quoted on a case-by-case basis.

- 13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Our pricing model is a percentage off of the List price of the price lists included with our proposal, and is ceiling based. Based on the product mix, quantities and ship-to location, additional discounts may be offered.

- 14) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The discount range presented in our response is 30% off of List, and is ceiling based. As noted above, based on the product mix, quantities and ship-to location, additional discounts may be offered based.

- 15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

The Palmer Hamilton price lists enclosed list the model numbers, descriptions, list prices, as well as an NJPA member price which reflects the discount off of List price.

- 16) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

- Any "Sourced Goods" will be identified in any quote prepared for an NJPA member so that the NJPA Member may determine that the quoted prices for the products are fair and reasonable.

- Any "Non-Standard Option" quoted will likewise be listed separately so that the NJPA Member may determine that the quoted price is fair and reasonable.

- 17) Describe your NJPA customer volume rebate programs, as applicable.

- 18) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Not applicable

- 19) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Not applicable

- 20) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- X  b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- \_\_\_\_\_ d. Other; please describe.

- 21) Do you offer quantity or volume discounts?  
 X  YES .   NO Outline guidelines and program.
- 22) Describe in detail your proposed exchange and return program(s) and policy(s).

**Palmer Hamilton Return of Merchandise Policy**

Merchandise may not be returned without prior written approval. Standard color returns are subject to a 20% restocking fee plus the cost of return transportation, packaging and repairs except in cases of manufacturer's error. Orders for special designs, construction, materials or non-standard colors may be rejected for return.

**Palmer Hamilton Order Cancellation Policy**

Orders for standard colors may be canceled no later than 14 days after the date of the sales acknowledgement. Any orders canceled after 14 days will be subject to a 50% cancellation fee. Orders for special designs, construction, materials or non-standard colors may not be cancelled after confirmation.

- 23) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services  
Please see above.
- 24) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Industry Specific Items**

n/a

Signature:  Nancy Foster   Tfr  Date:  3-12-2015   
Nancy Foster  
Contract Administrator  
& Internal Sales Specialist  
Tod Friske  
Vice President/CFO