

Peter Pepper Products, Inc.

17929 S. Susana Rd. PO Box 5769 Compton, CA 90224-5769 **800.496.0204** 310.639.0390 FAX 310.639.6013

www.peterpepperproducts.com

2015 Peter Pepper GSA Dealer Participation Program Agreement

Schedules

PPP presently has four GSA supply schedules that are all currently using the <u>July 1, 2014 PPP Commercial</u> Price List. GSA discount is 51.54% of LIST.

While Catalog Section 2, Clocks, is the only major section not currently covered by GSA Contract, **sync**TECH™ Wireless Time & Messaging (Catalog Section 2.1), **is available** under contract number GS-28F-2062D

GS-28F-2062D Contract Period: 05/01/2011 to 04/30/2016

Catalog Section 1.2 – Fresh Ideas, including Folding Chairs

Catalog Section 1.3 - healthFIRST™

Catalog Section 2.1 - syncTECH™

Catalog Section 3 – Wardrobes, Coat Trees/Racks, Coat Hooks

Catalog Section 4 – Drum Tables

Catalog Section 5.1 – Shelving

Catalog Section 7.1 – Ancora Tables/Laminate Occasional Tables

Catalog Section 11 – Wheelies

GS-28F-0017X Contract Period: 5/4/2011 to 5/3/2016

Evolution has been accepted in this contract and will have its own Net Price List.

Catalog Section 1/1.1 – Magazine Racks, Chart Holders, HIPAA Chart Holders, Express Desks

Catalog Section 9 – Showcase Collection

Catalog Section 10 – Visual Communication Collection

Catalog Section 11 – Wheelies: Lecterns and Easels

Catalog Section EVO – Evolution Modular Wall System

GS-07F-0323N Contract Period: 9/1/1996 - 08/31/2016

Catalog Section 1.4 – ICON Healthcare Alert Signage

Catalog Section 4 – Fiberglass Planters

Catalog Section 6 – Benches

GS-07F-0300X Contract Period: 03/01/2011 - 02/29/2016

Catalog Section 4 – Fiberglass + Steel

Trash Containers

Wastebaskets & Sandurns

Recycling Bins - Stainless Steel

Program Overview

PPP has a diversified product offering, most of which is covered in five GSA Furniture and Supply contracts. While Catalog Section 2, Clocks, is the only major section not currently covered by GSA Contract; however, **sync**TECH™ Wireless Time & Messaging (Catalog Section 2.1), **is available** under contract number GS-28F-2062D.

All of our contracts feature dealer commission. By following the steps outlined below, "registered" GSA dealers will receive a Finder's Fee on all registered projects that result in completed orders.

Registered PPP GSA dealers are required to generate new projects and specifications for PPP and ensure that the Government Agency is familiar with Peter Pepper Products, has a complete GSA product binder and accurate PPP GSA pricing information. Registered PPP dealers must inform the Agency of the terms of PPP GSA contracts.

All PPP Federal contracts have been awarded under GSA's Multiple Award Schedule program. This means that all prices have been pre-negotiated and cannot be changed. This applies to all of the goods offered, but not to services such as installation or inside delivery. (See page 4) Dealers cannot quote government customers any other price or discount other than what appears in PPP GSA price lists. All Current GSA Price Lists are available for download as pdf's at peterpepper.com under Contracts, US Federal Government.

Qualifying For GSA "Finder's Fee"

A dealer who has registered and been approved by PPP is eligible to qualify for the Finder's Fee. (Note: GSA only allows us to modify our GSA Contracts to add new GSA dealers twice a year; Jan. 1 and July 1)

- 1. Complete and submit to PPP a GSA dealer authorization agreement and receive approval from PPP.
- 2. Submit a Federal Government Job Specification / Registration to PPP. A copy of your Proposal or Specifications can be faxed as supporting documentation as described in the following section. This registration shall be submitted early in the project to avoid conflict of eligibility for "Finder's Fee" award.
- 3. Ensure that The GSA order is issued with your dealer name listed in the vendor box on the Government purchase order i.e.

Peter Pepper Products, Inc. C/O XYZ Dealership 17929 S. Susana Road PO Box 5769 Compton, CA 90224

The vendor box on a Government purchase order must appear exactly as shown in the example, with PPP's name listed first, and PPP complete address, not the dealers address.

All project registrations are kept strictly confidential.

In the case of pre-bid conferences all PPP GSA dealers will be treated equally, unless the project has already been specified and registered with PPP prior to the conference.

Specification / Job Registration

The following outlines the sequence of events for job registrations once a dealer has registered and been approved by PPP as a GSA dealer.

Only individual projects at a Government facility can be registered with PPP. Blanket registrations for a Government Facility's purchases from PPP are not eligible for Finder's Fees.

- 1. Initiate new, original specifications for Peter Pepper Products at a Federal facility geographically local to the dealer.
- 2. Submit a Federal Government Job Specification / Registration to PPP. A copy of your Proposal or Specifications can be faxed as supporting documentation. To avoid conflict of eligibility, registration should be done early in the project, and a copy of dealer quotations or list of products being proposed should be faxed to the factory or the PPP representative.
- 3. When GSA order is received and verified to the Job registration on file, the registered PPP GSA dealer is entitled to the Finder's Fee for that order. The Finder's Fee is paid directly to the dealer in the form of a check within 30 days of payment in full of the PPP invoice.

Additional dealer reimbursements for installation, shipping and handling charges will be passed to the PPP GSA dealer within 30 days of PPP being paid in full by the Government agency for the order. We require an invoice from the installer referencing the PPP Work Order or Invoice number for these types of reimbursements.

Freight and Delivery

PPP currently has four F.O.B points based on products. All PPP GSA contracts are F.O.B. Origin.

This means that shipping costs are not included in the price of the product. Delivery from the PPP factory to the federal facility is at the expense of the federal agency. The cost can be handled by several different methods:

Prepay and Add

The Federal facility must add funds for estimated delivery on their purchase order. A quote for a reasonable estimate of cost is available from PPP GSA Customer Service. Orders will be delivered to dock only, and inside delivery or installation of the product is not included. The Federal facility is billed for these costs on the product invoice.

Government Bill of Lading (G.B.L.)

The Federal facility may elect to provide a G.B.L. particularly for larger orders. A Government Bill of Lading is a physical document provided to PPP at time of order, which is in turn passed to the named local carrier to contract their services. It entitles the carrier to pick up the goods at PPP, deliver to the dock of the Government agency, and bill GSA directly for the service provided.

Dealer Delivery Services

A dealer may wish to provide the service of delivery to the end user. The dealer may quote the GSA facility on the cost of the service at the time of order specification. The government agency can add this as a line item on their purchase order as an open market item not covered under PPP's GSA contract. The Government purchase order must clearly state that this item is open market for the order to be accepted by PPP. The dealer would then be responsible for picking up the product from PPP and delivering it to the Federal facility.

The dealer providing the service of delivery must then provide PPP an invoice for the exact amount as shown on the Government purchase order. GSA requires that proof be provided of the delivery before they will release payment for the service to PPP. PPP can then collect the funds on the dealer's behalf, and refund these funds in full to the dealer within 30 days of receiving payment from GSA.

Dealer Installation and Design Services

The dealership may wish to provide the service of design or installation of the specified Peter Pepper Products. These services can appear as separate line items on the Government purchase order, either as open Market items, or covered under specific special Item Number awards as described below: Please refer to the SIN numbers above.

The dealer may quote the cost of these services at time of order specification, and the federal agency may add this to their purchase order as a separate line item. It may not be added into the cost of any PPP product on the order. The GSA contract stipulates the installation services for GSA facilities are not to exceed those of normal commercial practices.

Four of our GSA contracts have a special Item number, S.I.N. 711-95 for installation services pertaining to Office Furniture at 10% of the net purchase order with a minimum of \$100 for all orders under \$500. If the installation services are over \$500 net, they are to be negotiated on a case-by-case basis. This service must be included as a separate line item on a government purchase order within the terms of our contract.

Open Market Items

Products on contract GS-07F-0323N, which include ICON Healthcare Alert Signage, Fiberglass Planters and Benches, may require installation or design services. Such services are not included on this contract and should be shown as open market items on the purchase order. The GSA agency must issue the purchase order acknowledging the open market service. The description for the line item must clearly read Open Market Item.. The GSA dealer must then provide PPP with a letter or fax prior to shipment of the order, acknowledging the quoted obligation to provide the service.

After the PPP product has been delivered and installed at the Government facility the PPP GSA dealer will forward an invoice for the services showing the value exactly as listed on the Government purchase order. PPP will invoice GSA for the funds on the dealer's behalf, and refund these funds in full to the dealer within 30 days of receiving payment from GSA.

PPP GSA Dealer Compensation

PPP will pay the local PPP GSA dealer a "Finder's Fee" amounting to 8% of the Net Sale on Products under contract on all orders with a qualified PPP registration as described above.

"Finder's Fee" Terms and Conditions

- 1. PPP will only pay the "Finder's Fee" to an authorized PPP GSA dealer with a signed 2015 Dealer Participation Agreement.
- 2. There will be no "Finder's Fee" paid to the PPP GSA dealer for a GSA project that was specified by a interior designer (not connected with the registered PPP GSA dealer) unless it can be substantiated that the dealer and not a PPP representative provided the sales/specifications support.
- 3. "Finder's Fees" are paid by check to the dealer within 30 days of full payment of PPP product invoice.
- 4. If a GSA project is specified and registered by one PPP GSA dealer, but the order is issued through a different PPP GSA dealer, the following compensation split will apply of the 8% Finder's Fee:

Specifying Dealer 75% (6% Fee) Ordering Dealer 25% (2% Fee)

The ordering dealer will only receive the 25% share of the Finder's Fee if the installation is located within the dealer's primary market, as described in the dealer participation program agreement. In

cases where the project is not located within the ordering dealer's primary market, the specifying dealer will receive 100% of the Finder's Fee.

Under the above circumstances, the specifying dealer must arrange delivery and installation if required.

Special Circumstances

- 1. <u>Teaming Agreements and Packaged Room Contracts</u> are honored on a case-by-case basis with proper documentation. Please send all inquires to your local Rep or Barbara O'Neill shown below.
- 2. When a project's value has exceeded the maximum order as allowed by the contract, and/or is published as a bid or solicitation, pricing concessions is usually extended directly from PPP to the Federal Government. When this, or any other similar situation occurs and PPP standard margins are reduced, a fair and appropriate commission will be negotiated with the dealer.
- 3. Any open-market items for PPP on a GSA order must be priced at the prevailing GSA discount. For pricing assistance on open market products please contact PPP customer service at 800-496-0204 extension 7.

Termination

The signed dealer participation agreement establishes the dealer as an authorized representative of PPP GSA contracts. Failure to achieve the sales goal may result in termination of the status at the end of each calendar year. Either party to this agreement may terminate it with 30 days written notice to the other party.

Factory Contact Information

If you need product or sales assistance, please contact your local representative or the factory directly:

GSA Customer Service Peter Pepper Products, Inc. 17929 S. Susana Road PO Box 5769 Compton, CA 90224 800-496-0204 310-639-6013 Fax info@peterpepper.com e-mail

Contract administration inquiries can be directed to: Barbara O'Neill 800-496-0204 ext 126 Boneill@peterpepper.com



2015 GSA Dealer Participation Agreement

PLEASE TYPE YOUR RESPONSES BELOW.

This agreement is between Peter Pepper Products Inc. and	
De	ealer Name
Participation Agreement period is effective from the	he date below as approved by GSA until further notice.
The authorized location(s), primary geographic ma	arket(s), and sales goal(s) shall be as follows:
Dea	aler Address
Phone	Fax
Primary G	Geographic Markets
Tax ID#	2015 Sales Goal \$
	onal Conditions:
Accepted:	
Peter Pepper Products, Inc.	
By: Signature	By: Signature
Peter Pepper Products Representative	Title
/at:AM/PM	e-mail Address/at:AM/PM
Effective Date: / /	