# APPENDIX A

This Contract ("Contract") is made as of 12/3, 2020 by and between 50 for the purchase of 6 for the products and services").

# **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, 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 below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

# 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) 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 full 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may 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 4 ESC.

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) <u>Safety measures.</u> Contractor 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. Contractor shall post warning signs against all hazards created by its 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.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

- while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) <u>Tariff Surcharges:</u> Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

# OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Satio Product	-26
Address	9300 West Ru	esearch Conter Ad
City/State/Zip	New Hope, M	IN 55428
Telephone No.	763-536-6	700
Email Address	rickstanley	2 satio products - con
		**
	President	
Authorized signature	Bul Str	
Accepted by Region 4 ESC:		
Contract No.	_	
Initial Contract Term	to	
Region 4 ESC Authorized Boa	ard Member	Date
Print Name		
Region 4 ESC Authorized Boa	ard Member	Date
Print Name		

# Appendix B

# TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

# Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit F, Page 40		To the extent offeror is notified that purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that it will supply only those products that comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Offeror supplies a broad product offering which includes specific Buy America Act compliant products.	

C. L. I. I. D. #4.4	D d. t. f d f	Safes can provide Omnie with a report 10 days	
Exhibit B, #14	payment	Safco can provide Omnia with a report 10 days following month end, but we need 10 more days before our payment is due. While we will do our best to comply with payment being due 10 days following month end, our payment cycle of fulfillment for all other admin fees is bi-weekly on the second Thursday opposite payroll.	
Exhibit B, #14	Products/Services	Safco will pay the increase from 2% to 3% even though this is a higher admin than we previously paid for this contract, and exceeds any other state or federal contract we hold, but we request to report and pay this admin fee on product only.	
Appendix A #14) Delivery		All deliveries shall be freight prepaid, F.O.B. Origin and shall be included in all pricing offered.	
Appendix A #14) Delivery		In stock, distributed product will ship within 3 days, and stocked colors of manufactured product will ship within 2 weeks, but based on the schedules of the preferred carriers and consolidation points, delivery may take an additional 3-7 business days depending on the distance traveled. Out of stock product will be immediately disclosed to the customer and they will have the option to cancel the order if the ship date is not acceptable.	
Appendix A #14) Delivery	Conforming product shall be shipped within 7 days of receipt of Purchase Order	Lead time for manufactured and configured product exceeds 7 days. A lead time schedule is attached to Exhibit B, Tab 1 for our standard lead times and exceptions. We try to reduce lead times whenever possible, the attached lead times are consistent with industry standard for similar product. Based on the schedules of the preferred carriers and consolidation points, delivery may take an additional 3-7 business days depending on the distance traveled.	
Page 11, #22	days after receiving notice of such request	Lead time for manufactured and configured samples may exceed 7 days. A lead time schedule is attached to Exhibit B, Tab 1 for our standard lead times and exceptions. While we try to prioritize sample requests, some requests may need to exceed 7 days. Based on the schedules of the preferred carriers and consolidation points, delivery may take an additional 3-7 business days depending on the distance traveled.	
Appendix C, Document #6	Program	Safco does not record diversity classifications for our subcontractors. While this has not historically been our focus, we will survey the authorized dealers from the previous Omnia_NIPA contract and/or provide certifications upon request.	





Product Category	Product Line	Lead time December 4th
Tables	Flip-n-Go®, Sync™, Bistro Series™	3 weeks
Tables	Cohere™ Series	6 weeks
Tables	All other tables (excluding the above) ML with Top, XR-Series, E-Series, Meeting Plus™, T-	8 weeks
Drafting	Ranger® Steel 4-Post Drafting Tables	5 weeks
Modular Desking	e5™ Series	6 weeks
Moduar Desking	CSII™	5 weeks
Modular Wall	Кеер™	7 weeks
Technology Furniture	TechWorks®	5 weeks
Technology Furniture	Maytrix®	5 weeks
High Density	Mobile 1000™	5 weeks
High Density	Mobile Lite w/ 4 Post	5 weeks
High Density	Mobile Lite	4 weeks
High Density	Kwik Track w/ 4 Post	5 weeks
High Density	Kwik Track	5 weeks
High Density	4 Post	5 weeks
High Density	Flip-n-File**	5 weeks
High Density	Forms and Storage Cabinets	5 weeks
High Density	File Harbor	5 weeks
High Density	ARC® Rotary	5 weeks
Mailroom	Mailflow®	8 weeks
Mailroom	Mailflow-to-Go®	6 weeks
Files	Pedestals and Laterals	7 weeks

Look to reduce target lead time more in 2020

#### Please Note:

Any order over \$20K (net) needs to have the lead time quoted

Special Order laminate or fabric/COM - longer lead times may apply Orders with products of varying lead times (eg: 5ync Tables-4 weeks and Mailflow - 8 weeks), will receive the longer lead time for the entire order. Sales orders would need to be split to ship the lower lead time item, if

### a) Products/Services/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Pricing file is electronically submitted at 58.5% discount off Safco June 2019 price list index. There are no inelligible items from the price list or product limitations from the categories proposed in this submission.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

Electronic price file is attached to Tab 2, submitted on a flash drive. This price file contains all of the information requested below. A published June 2019 price book with detailed specifications is at the link, http://www.safcoproducts.com/products/literature---finish-samples/price-list-file

- · Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Media submitted for price list includes all of the required information.

iii. Is pricing available for all products and services?

Pricing is available for all products and services.

i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

I reached out to installers all over the country and received varying ranges, since this is a national contract and install wages vary by state, product line, size, logistics, scope, and level of difficulty. The prevailing wage will have to be a percentage increase, over standard delivery, and the union wage will require an additional percentage beyond that. Trip charges will be converted from mile to man hours. The install can change depending on the requirement of the number of installers, so take the estimate per man hours and multiply it by the number of people required. The percentage per year upcharge is 3% per year the contract is in place, and will be applied to both the minimum and maximum per man hour to get a new range.

The definition of standard delivery and installation is unpacking, full assembly, ready-to-use, installed in designated room, and dunnage removed. Standard charges will be during normal hours of operation, without union wages or prevailing wage. This service is often charged in conjunction with inside delivery. If an elevator is unable to be used on an installation for any location above or below ground floor, additional charges may be assessed. Installation charges are negotiated separately between the customer and the authorized dealer using the estimates per man hour proposed in the solicitation. This range of estimates for installation is attached to Tab 2.

# iv. Describe any shipping charges.

Freight is prepaid dock to dock within the 48 contiguous US. Most of our authorized dealers are able to accept shipment on behalf of the customer, which is negotiated seperately with the dealer as a trip charge/delivery charge. If not, and the delivery must ship direct to the end user and delivery address does not have a dock: Requests for inside delivery and lift gate services should be included on original purchase orders. A charge for inside delivery and lift gate/tailgate will be added to the invoice and may be based on order volume, if the order exceeds 5 pieces. Currently Inside delivery and liftgate are \$50.00 each. We only charge what the carrier charges us, so if the carrier takes and an accessorial charge increase, we reserve the right to pass that on to the customer that does not have access to a dock. Our current carrier charges for accessorial services are updated on our website and printed on the inside cover of our commercial price list.

### Shipping

# i. Describe delivery charges along with definitions for:

#### 1. Dock Delivery

Dock delivery is defined as shipping to a delivery location that has a dock that can accept a full truckload. The driver does not assist in unloading a dock delivery. Freight is prepaid FOB origin, dock to dock within the 48 contiguous US.

#### 2. Inside Delivery

Carrier inside delivery is defined as when carrier moves all or part of a shipment to a position beyond the point directly accessible or immediately adjacent to the delivery vehicle, usually inside the first enclosure. Dealer assisted inside delivery is when the product gets shipped to a dealer/installer and the product is taken from that location and delivered to the customer's point of use. This is negotiated seperately with the dealer as a trip charge/delivery charge using the estimate per man hours submitted in this solicitation. If an elevator is unable to be used on an installation for any location above or below ground floor, additional charges may be assessed.

#### 3. Deliver and Install

This includes unpacking, full assembly, ready-to-use, installed in designated room, and dunnage removed. Standard charges will be during normal hours of operation, without union wages or prevailing wage. This service is often charged in conjunction with inside delivery. Installation charges are negotiated separately between the customer and the authorized dealer using the estimates per man hour proposed in the solicitation.

### v. Provide pricing for warranties on all products and services.

Safco offers a Limited Lifetime Warranty with limitations on some products being bid. Warranty information and limitations are accessible via our website and listed inside the cover of our price list. A copy of our commercial warranty is attached to Tab 2 and the current warranty is updated at the link, http://www.safcoproducts.com/warranty-statement.

Safco's warranty pledges excellence in the quality of our products. It helps protect our customers' investments and extends our continuing dedication to our customers after their initial investment. We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as the original purchaser owns it. As a manufacturer, we don't install product, instead we depend on our authorized dealers to provide warranty labor. This labor is provided at no additional charge to the customer, provided warranty is for the original purchaser within the first year of use, and is no fault of the customer. After the initial year, the labor will be negotiated seperately, but the product will still be replaced at no charge per the warranty limitations. We do not cover labor for freight damaged furniture that was not signed for as damaged.

# vi. Describe any return and restocking fees.

All merchandise requested to be exchanged or returned must first be issued a Return Goods Authorization (RG) number. All returned product must be packed in the original cartoning and in sellable condition. Product that has been installed cannot be returned. Applicable product must be returned within 30 days of return authorization date or RG will be canceled. No restocking fees or freight may be charged to Omnia members only if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons, provided issue is not the fault of the manufacturer, shall be capped at 25% of the value of the items that require restocking, and the customer is required to pay for the return freight costs. Product must be returned in good condition. If product is poorly packaged and damaged, Safco will not issue credit. If the customer wants an exchange instead of a credit, exchanged product will then be reordered using the credit for the return or the customer can provide a new purchase order.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Safco will discuss additional discounts for orders over \$100,000 net on a case by case basis depending on the category and any special needs required. Any requests for volume discounting on a project exceeding \$250,000 net will prompt the State/Local Contract Sales Manager to request a reduced admin fee from Omnia Partners for the project.

# viii. Describe how customers verify they are receiving Contract pricing.

The order must state that the Omnia contract is being used. Safco order processing will automatically apply the correct discount. Every contract order is reviewed to ensure the proper discount and terms and conditions are applied. The pricing will be available through the Safco Omnia website once it is created so all entities can verify correct pricing. It will also be communicated to all dealers and sales reps. We will maintain a single discount for the entire price list. An excel price list index is attached to Tab 2. In addition, the customer can request a formal quote from Safco to ensure they are receiving accurate pricing.

ix. Describe payment methods offered.

We accept the following –

Checks
Credit Card (Visa, MC, AMEX, Discover)
ACH/EFT Payments
Wire Payments

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Safco has historically taken an annual organic price increase of 3-5%. In addition to raw materials, we see increases in industry sustainability compliance and regulations, labor, insurance, benefits, and transportation. Recenetly, the government sanctioned Force Majeure tariffs have required additional price list increase requests on some imported products or components. If the tariff is lifted, the tariff increase is removed and the pricing is resubmitted for approval. Safco will publish an excel price list with columns for model number (sku), descrioption, list price, and Omnia net, on the Safco Omnia website once it is approved. The discount off list will not change.

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

  Future product introductions will be priced with the approved discount structure already in place using the already awarded categories. Prior to selling this product on the Omnia contract, the new product will be submitted for approval, and available in the following published price list.
- xii. Provide any additional information relevant to this section.

Safco has no additional information to provide.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Safco has no objection to not to exceed product pricing and not to exceed standard installation pricing as submitted in question #16.



The definition of standard delivery and installation is unpacking, full assembly, ready-to-use, installed in designated room, and dunnage removed. Standard charges will be during normal hours of operation, without union wages or prevailing wage. This service is often charged in conjunction with inside delivery. If an elevator is unable to be used on an installation for any location above or below ground floor, additional charges may be assessed. Installation charges are negotiated separately between the customer and the authorized dealer using the estimates per man hour proposed in the solicitation. The range of estimates for installation is shown below.

State/region	Minimum per man hour	Maximum per man hour	Prevailing Wage upcharge over standard	Union Wage upcharge over standard
NJ/PA/NY/CT (EAST)	\$50.00	\$75.00	X 2	Х 3
MI (CENTRAL)	\$59.00	\$70.00	X 1.5	X 2
MN (CENTRAL)	\$48.00	\$60.00	X 2	X 3
North TX (SOUTH)	\$40.00	\$70.00	X 1.5	X 2
GA (SOUTHEAST)	\$45.00	\$70.00	X 1.5	X 2
CA, AZ, NV (WEST)	\$38.00	\$65.00	X 1.5	X 2

#### Estimate:

Standard installation range falls between a minimum \$38 per man hour to a maximum \$75 per man hour. This is a national contract and install wages vary by state, product line, size, logistics, scope, and level of difficulty. The not to exceed installation amount for standard delivery (not to include prevailing or union wage) is \$75 per man hour, in the first contract year. The prevailing wage as shown above will be a percentage increase, over standard delivery, and the union wage will require an additional percentage beyond that. Trip charges will be charged as man hours. If the installation requires more than one installer, the range of estimates per man hours will be multiplied by the number of people required. The percentage per year upcharge is 3% per year the contract is in place, and will be applied to both the minimum and maximum per man hour to get a new range through he expiration of the contract.

#### Variables to consider:

Location/State install is being performed in Union or non-union
Prevailing Wage or Non-prevailing wage
Freestanding or attached to the building
Size of project
Elevator or no elevator
Scope of project
Level of Difficulty
Number of people required
Logistics
Upcharge for inflation per additional year

#### LIMITED LIFETIME WARRANTY

Safco® warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

### **LIABILITY LIMITATIONS**

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.

Ten Years: Seating controls and cylinders, Rumba™, Cha-Cha™, electric height-adjustable table series laminates, and wood seating components. All parts (excluding motor) on the XR, ML, E and LT-Series Height-Adjustable Tables.

Seven Years: Motor on XR-Series Height-Adjustable Tables.

Five Years: Glides, casters, polymer-based components, seating upholstery (fabrics and leather), foam, armrests, chrome seating components, user-adjustable work surface mechanisms, laminates, veneer finishes and other covering materials, drawer glides, electrical components, e5TM product line, Event Series, cabinets or mobile systems, components that are either moving parts or controls (guides that are in contact with moving parts), and motors on the ML-Series, E-Series, and LT-Series Height-Adjustable Tables.

Three Years: Outdoor Products (Entourage™, Evos™, Canmeleon™ and CoGo™ Product Lines), High Density 4-Post wire shelving and wire components, and electrical components.

One Year: Mogo Seat

#### WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Normal wear and tear
- Product or product components utilized with the intent to rent or lease
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Product negligence: A product is not considered defective due to misuse or improper installation. Safco products must be installed, used and maintained in accordance with product instructions and warnings.
- Alterations or attachments to the product that were not approved by Safco
- All COM Fabric is not covered under this warranty
- All corrugated products or components
- Use of non-multiple shift products for multiple shifts

Safco's warranty obligation is limited to normal use upon receipt of our products.

#### **SEATING USAGE**

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour work week. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

Models warranted for multiple shifts:

- Task Master® Industrial Series
   Soft Tough™ Series
- WorkFit<sup>™</sup> Polyurethane Series
- Uber™ Series (500 lbs.)
  Alday™ Intensive-Use (500 lbs.)
- Vue<sup>™</sup> Intensive-Use (500 lbs.)
- 24-Hour High Performance Chair (2424AG)

# WARRANTY PROCEDURES

Please follow the warranty procedures described below:

- 1. Once a defect has been discovered, the original purchaser must contact Safco® immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
- 2. Upon inspection of the product(s), Safco® will collect all relevant information necessary for review of the request.
- 3. Product replacement and replacement parts will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

### SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written or digital material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

THERE ARE NO OTHER WARRANTIES, AND SAFCO DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM PATENT INFRINGEMENT. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SAFCO HAS ANY AUTHORITY TO BIND SAFCO TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED HEREIN.

SAFCO SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND. THESE LIMITATIONS ARE AGREED ALLOCATIONS OF RISK, UNDER NO CIRCUMSTANCES SHALL SAFCO'S LIABILITY WITH REGARD TO THE SALE OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCTS, TERMS AND CONDITIONS OF THIS WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Note: Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at info@safcoproducts.com or (888) 971-6225.

01/01/2019

Organization

Storage

Furniture

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. Attached to Tab 3
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

### Attached to Tab 1

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

  Attached to Tab 3
- iv. Describe how Offeror responds to emergency orders.

Emergency or rush deliveries are processed immediately. The order details and delivery requirements are communicated to our Credit Department for expedited release of the order, our Production Team for quick release to production and our Shipping Manager to schedule a carrier who will provide the fastest transit time available without expediting.

For stocked product which does not need to be manufactured, if an order is placed by 9am (central time), it can ship that same day. If it is placed after 9am (central time), it will ship the next day.

Emergency ship is not a standard so it needs to be referenced on the purchase order, and the customer should call to follow up immediately after submission.

v. What is Offeror's average Fill Rate?

Our average fill rate year to date is 93%.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Safco was historically known as an ancillary, custom seating, and training tables company. After Safco's acquisition of the assets of Mayline, their business included manufacturing. Safco moved the manufacturing facility from WI to a new building in lowa, and purchased new equipment. The plant move had many challenges that needed to be overcome, and some of our skilled workers and expertise was not able to move to lowa, so we had significant gaps in the necessary resources required to keep our on time delivery around 95%, which is historically where legacy Mayline was operating when they were acquired. We went as low as 61.7%, raised it to 73% this year, and last quarter manufacturing on time delivery increased to 82%. Now that we have trained staff and efficient processes, we look forward to better on time delivery and lower lead times. Our lead time schedule is attached to Tab 3. Our distribution facilities historically see on time delivery rates of 91-94%.

vii. Describe Offeror's return and restocking policy.

All merchandise requested to be exchanged or returned must first be issued a Return Goods Authorization (RG) number. All returned product must be packed in the original cartoning and in sellable condition. Product that has been installed cannot be returned. Applicable product must be returned within 30 days of return authorization date or RG will be canceled. No restocking fees or freight may be charged to Omnia members only if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 25% of the value of the items that require restocking, and the customer is required to pay for the return freight costs. Product must be returned in good condition. If product is poorly packaged and damaged, Safco will not issue credit. If the customer wants an exchange instead of a credit, exchanged product will then be reordered using the credit for the return or the customer can provide a new purchase order.

viii. Describe Offeror's ability to meet service and warranty needs. Satco offers a Limited Lifetime Warranty with limitations on some products being bid. Warranty information and limitations are accessible via our website and listed inside the cover of our price list. A copy of our commercial warranty is attached to Tab 3 and the current warranty is updated at the link, http://www.safcoproducts.com/warranty-statement. Safco's warranty pledges excellence in the quality of our products. It helps protect our customers' investments and extends our continuing dedication to our customers after their initial investment. We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as the original purchaser owns it. As a manufacturer, we do not install product, instead we depend on our authorized dealers to provide warranty labor. This labor is provided at no additional charge to the customer, provided warranty is for the original purchaser within the first year of use. After that, the labor will be negotiated seperately, but the product will still be replaced at no charge per the warranty limitations. We do not cover labor for freight damaged furniture that was not signed for as damaged. Service is conducted through the dealership with support from independent reps, employed sales managers, and our internal 22 person customer care team including project management and space planning.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Safco proposes to provide satisfactory product representation and sales support to participating entities by having one main contact and a backup at our corporate office. We will have one dedicated State/Local Sales Manager and State Customer Service Rep to respond to the needs of the contract and customers. We will have dedicated email addresses and direct dial phone numbers. We will also have 22 general Customer Service Representatives available to provide assistance. It is company policy that all email and telephone messages are responded to within 1 business day. For added support, we provide a Regional Manager, one to four sales reps per state and extensive list of servicing authorized dealers. The main contact at the corporate office will notify participating entities of changes to the representative contact information. For added support we have a general service email- info @safcoproducts.com and a phone line 888-971-6225.

Our Corporate office is open from 7:30 AM to 5:00 PM CST on Monday through Friday. Our Regional Manager and Sales Reps can be contacted at all times via cell phone.

- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- Safco submits invoices for payment the business day after shipment to a fax number or email of your choice. Terms for qualifying accounts are 1%15 Net 30. These terms start on the invoice date, not the delivery date. Remittance information is listed on each invoice. For questions concerning invoicing, please contact the credit department at 763.536.6700. 1% 15 net 30 from date of invoice for Omnia agency direct purchase.

Safco Products Co. will work with our customers on a payment plan that works for both parties, if needed. We accept the following –Checks, Credit Card (Visa, MC, AMEX, Discover), ACH/EFT Payments, and Wire Payments.

- xi. Describe Offeror's contract implementation/customer transition plan.
- Safco has a dedicated State/Local Contract Sales Manager and State Contract Admin, emphasizing sales to educational entities and the public sector via goal setting for our dealers and sales reps. We have dealers that built relationships with customers that are eligible to use the Omnia contract, and if we hold the contract, it will give our entire authorized dealer network and individual sales reps access to it, leveraging the relationships that are already in place. My goal is to train my authorized dealers to save the customer time and money by offering the contract at the beginning of the quote process, so they do not have to put the project out to bid. Our previously authorized Omnia dealers are specifically trained on Omnia terms and conditions. We attend trade shows and use that opportunity to connect the member needs to the Omnia contract, providing them with competitive product at a competitive price. We see being awarded a contract with Omnia as a great opportunity to continue to increase market share in public procurement, as well as support our recent K-12 market initiative. We also hold the MHEC educational cooperative for MA. We lead with the Omnia contract, our only national cooperative purchasing contract.
- xii. Describe the financial condition of Offeror.

LDI, Safco's parent company, is a \$700 plus million dollar company that has been around for over 100 years. The Company has profitable financial statements which include a strong working capital. Thier Z-Score is 6.878.

Safco, and LDI company, has been in business for over 55 years, is financially stable, and has a significant presence in the contract furniture market, business products market, office furniture catalogs, and ecommerce space. We have an excellent references and are proud of our business relationships with several major commercial customers such as Toyota, Boeing, Amazon, Comcast, Google, Home Depot, and Dick's Sporting Goods. We also have a significant presence in the government market with a GSA contract servicing the military and the FBI, and over 20 current and active state contracts.

Our credit references and information, as well as an explanation of Z Score is attached to Tab 3.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

www.safcoproducts.com Website resources include a new updated website coming live January 2020. With easy to view pages, our website will walk customers through our product solutions, photos and brochures, case studies, technical specifications and design options. With online or printable survey, our "how to" guides will direct dealer and users to provide the necessary details, allowing our space planners to create positive solutions. Our website does not have an online ordering shopping or returns basket.

xiv. Describe the Offeror's safety record.

Safety record for year to date is attached to Tab 3

xv. Provide any additional information relevant to this section.

Safco has no additional information to provide.





Product Category	Product Line	Lead time December 4th
Tables	Flip-n-Go®, Sync™, Bistro Series™	3 weeks
Tables	Cohere™ Series	6 weeks
Tables	All other tables (excluding the above) ML with Top, XR-Series, E-Series, Meeting Plus™, T-	8 weeks
Drafting	Ranger® Steel 4-Post Drafting Tables	5 weeks
Modular Desking	e5™ Series	6 weeks
Moduar Desking	CSII™	5 weeks
Modular Wall	Кеер™	7 weeks
Technology Furniture	TechWorks®	5 weeks
Technology Furniture	Maytrix <sup>®</sup>	5 weeks
High Density	Mobile 1000™	5 weeks
High Density	Mobile Lite w/ 4 Post	5 weeks
High Density	Mobile Lite	4 weeks
High Density	Kwik Track w/ 4 Post	5 weeks
High Density	Kwik Track	5 weeks
High Density	4 Post	5 weeks
High Density	Flip-n-File**	5 weeks
High Density	Forms and Storage Cabinets	5 weeks
High Density	File Harbor	5 weeks
High Density	ARC® Rotary	5 weeks
Mailroom	Mailflow <sup>®</sup>	8 weeks
Mailroom	Mailflow-to-Go®	6 weeks
Files	Pedestals and Laterals	7 weeks

Look to reduce target lead time more in 2020

#### Please Note:

Any order over \$20K (net) needs to have the lead time quoted

Special Order laminate or fabric/COM - longer lead times may apply Orders with products of varying lead times (eg: Sync Tables-4 weeks and Mailflow - 8 weeks), will receive the longer lead time for the entire order. Sales orders would need to be split to ship the lower lead time item, if

Engineering

Our warranty pledges excellence in the quality of our products, it helps protect our customer's investments and extends our continuing dedication to our customers after their initial investment.

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   WorkFit¹<sup>™</sup> Polyurethane Series
- Uber<sup>™</sup> Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue<sup>™</sup> Intensive-Use (500 lbs.)
- 24-Hour High Performance Chair (2424AG)

### **WARRANTY PROCEDURES**

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# SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

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Buver is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written or digital material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

THERE ARE NO OTHER WARRANTIES, AND SAFCO DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM PATENT INFRINGEMENT. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SAFCO HAS ANY AUTHORITY TO BIND SAFCO TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED HEREIN.

SAFCO SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND. THESE LIMITATIONS ARE AGREED ALLOCATIONS OF RISK. UNDER NO CIRCUMSTANCES SHALL SAFCO'S LIABILITY WITH REGARD TO THE SALE OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCTS. TERMS AND CONDITIONS OF THIS WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE.

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01/01/2019

SAFCO

# SAFCO PRODUCTS CO.

# Credit References and Information

Address:

9300 West Research Center Road Minneapolis, MN 55428-3638

Telephone:

General: (763) 536-6700

Fax:

(763) 536-6777

Type of Business:

Corporation, Incorporated in MN 1966

**Principal Activity:** 

Manufacturer of workplace furniture; workplace storage products,

industrial and graphic arts products

**Principal Officers:** 

Matt Homan, Chief Executive Officer & President

Mike Fiterman, Chairman of the Board

David Lenzen, Executive Vice President, CFO & Assistant Secretary

Ronda Bayer, Vice President, General Counsel & Secretary

**Division President:** 

**Rick Stanley** 

**Bank Reference:** 

Wells Fargo Bank, N.A.

**Balance Confirmation Services** 

P.O. Box 40028 Roanoke, VA 24022

For credit info:

See Notice from Wells Fargo Bank (page 2 hereof)

**Account Number:** 

4122264716 (Liberty Diversified International, Inc. – Parent Company)

**DUNS Nos.** 

Safco Products: DUNS #006453575

**Trade References:** 

Viking Acoustical

Valley Craft Industries, Inc.

21480 Heath Avenue

2001 S Hwy 61

Lakeville, MN 55044 Telephone: 952 469-3405 Lake City, MN 55041

Telephone: 651 345-3386

Facsimile: 952 469-4503

Facsimile: 651 345-6507

Shippers Supply, Inc. 401 – 11<sup>th</sup> Avenue South Hopkins, MN 55343 Telephone: 952 929-2664 Facsimile: 952 929-3101

Date:	Submitted by: _	 	
	Date:		

# Commercial / Consumer Credit and/or Deposit Account Inquiry

For faster processing, please complete the form Online before printing.

Printed Name of Authorized Signer for Customer



This form is for use by companies requesting account (includes deposit accounts, loans, lines, and cards) information on Wells Fargo Bank, N.A. customers. Please complete the form, obtain the customer authorization signature and fax request to 1.844.879.0544. Your completed request will be faxed to the return fax number provided on this form.

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Signature of Authorized Signer for Customer

Date



# **Explanation for Our Z-score which is 6.878**

### **Z-Score**

# The Altman Z-Score Formula Is

The Altman Z-score is the output of a credit-strength test that helps gauge the likelihood of bankruptcy for a publicly traded manufacturing company. The Z-score is based on five key <u>financial ratios</u> that can be found and calculated from a company's annual <u>10-K report</u>. The calculation used to determine the Altman Z-score is as follows:

$$\zeta = 1.2A + 1.4B + 3.3C + 0.6D + 1.0E$$

# where:

 $Zeta(\zeta) = The Altman Z$ -score

A = Working capital/total assets

B =Retained earnings/total assets

C = Earnings before interest and taxes (EBIT)/total assets

D = Market value of equity/book value of total liabilities

E =Sales/total assets

Typically, a score below 1.8 indicates that a company is likely heading for or is under the weight of bankruptcy. Conversely, companies that score above 3 are less likely to experience bankruptcy.



# **Safety Scorecard**

# Calendar Year 2019 - Through 10/31

			RECORDABLE	CASES		WORK DAY				
Facility	NAICS Hour Code Work		INCIDENT RATE	BENCHMARK Rate	YTD CASES	INCIDENT RATE	BENCHMARK Rate	YTD LOST WORK DAYS	YTD RESTRICTED DAYS	SIC Code
Brooklyn Park, MN	49311 19,09	1 1	10.5	5.0	1	10.5	3.7	0	75	4225
New Hope, MN	423210 202,2	51 0	0.0	2.9	0	0.0	1.7	0	0	5021
Riverside, CA	49311 21,08	37 O	0.0	5.0	0	0.0	3.7	0	0	4225
Kennesaw, GA	337214 42,59	9 1	4.7	4.9	0	0.0	2.9	0	0	2522
Milford, IA	33721 235,1	01 8	6.8	4.9	6	5.1	2.9	2	222	2522
Windsor, VA	49311 45,78	4 1	4.4	5.0	1	4.4	3.7	0	12	4225
Group Sub	ototal	11	3.9	5.0	8	2.8	3.7	2	309	
Company Total	3,445,	199 36	2.1	2.9	20	1.2	1.6	86	464	

### A SUPPLIER RESPONSE

### 3.1 Company

# A. Brief history and description of Supplier.

Safco® Products has over 50 years of experience as a leading, mid-market manufacturer of office furniture, ancillary products and K12 educational solutions. In 1966, Safco began as a manufacturer of corrugated products for the office, but production soon evolved to include steel files, carts, trash receptacles and industrial seating. Over the years, we have continued to expand our catalog. Through thoughtful design, development and acquisition, Safco now offers an extensive product line that reaches all the way across the workplace from the front office to the warehouse. In 2016, we acquired Focal Upright™ and the Mayline® Company, The Focal product line expanded our footprint of active working solutions allowing us to create a collection around movement-based workplace solutions. The Safco Active Collection consists of a variety of desks, seating and ancillary products designed to help keep workers more active throughout their workday. The Mayline acquisition provided Safco the opportunity to broaden our manufacturing capabilities and custom product assortment. Casegoods, high density storage, mailroom furniture and TechWorks® Workstations have enabled Safco to provide a more comprehensive selection of products to our customers.

Learn by Safco® was launched in 2019 as a way to better serve customers in the K12 education marketplace. Our focus on the education market allows us to intentionally enhance our products based on today's learning environments. Flexible seating, mobility and multifunctional products are designed to enhance every educational environment from the classroom to the principal's office - and everywhere in between. Safco continues to grow and diversify our product line to meet the changing needs of work and education spaces. Our vast assortment of seating, tables, organizational and storage products, trash and recycling receptacles, and custom options allow Safco products to be part of every workspace solution. Safco is privately held, part of the Liberty Diversified International (LDI) family of companies. LDI is a family owned company with over 100 years of experience in corrugated paper and packaging, and office solutions. The corporate office location is in Minneapolis, MN.

# B. Total number and location of sales persons employed by Supplier.

Sales managers employed by Safco are attached to Tab 3.

# C. Number and location of support centers (if applicable) and location of corporate office.

Safco - Corporate Office - New Hope, MN - 120 employees at 5600 N HIGHWAY 169 NEW HOPE MN 55428-3027

Safco - Kennesaw, GA - 24 employees at 2700 Barrett Lakes Blvd Ste 700 Kennesaw GA 30144-6896

Safco - Riverside, CA - 11 employees at 14605 Innovation Dr Riverside CA 92518-3027

Safco - Windsor, VA - 22 employees at 12400 William A Gwaltney Way Windsor VA 23487-5685

Safco - Milford, IA - 114 employees at 909 4th Street Milford IA 51351

Safco - Brooklyn Park, MN - 9 employees at 6920 93rd Avenue North Brooklyn Park MN 55445

# D. Annual sales for the three previous fiscal years.

FY 19 \$ 189,617,174 FY 18 \$ 153,703,116 FY 17 \$ 110,355,253

# E. Submit FEIN and Dunn & Bradstreet report.

FEIN 41-0911459 Duns# 00-645-3575 Duns Report is attached to Tab 3

F. Describe any green or environmental initiatives or policies.

Safco not only holds itself to strict environmental standards, we require suppliers to regard the standards as a total supply chain initiative. Suppliers play an important role in Safco's long-standing commitment to perform operations in a manner consistent with sound health, safety and environmental management practices, Because of this, suppliers are not only expected to comply with applicable health, safety and environmental laws and regulations, they are expected to seek continuous improvement within these realms. As an industry leader, Safco aims to set high environmental standards offering a large collection of GREENGUARD Certified products. The GREENGUARD Certification Program is internationally recognized for evaluating product emissions and certifying building materials, furnishings, finishes and cleaning products and processes that meet stringent product emissions criteria set by UL Environment. This stringent criteria has enabled GREENGUARD Certified products to be recognized as qualifying for Leader in Energy & Environmental Design (LEED) points, allowing them to contribute toward LEED certification. Safco's long-standing dedication to ensure products meet the rigorous chemical emissions standards of GREENGUARD Certification signifies our stewardship to every environment. Safco continues to become an environmentally conscious company with the intention to offer more products that our customers can feel good about and responsible practices that encourage sustainability, helping us obtain a proud standing in our community and the planet.

Safco advocates continuous improvement in the realms of efficient recycling and/or disposal of waste materials and improving treatment and control of waste emissions affecting air, water and soil. Safco also encourages the practice of waste reduction operations such as machine efficiency, raw material utilization, conservation of soil, air, water quality, biodiversity, wildlife and aquatic habitats, the practice of sustainable forest management policies where applicable, end-of-life treatment recommendations, raw material and recycled content regulation and legal compliance with environmental legislation.

Finally, Safco uses FSC and Smartwood Certified catalogs, brochures and other publications whenever possible as part of the Rainforest Alliance Certification. In addition, these publications have been printed from soy ink. Soy ink, derived from soybeans, is an environmentally friendly alternative to traditional petroleum-based ink.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Safco Products is an equal opportunity employer and makes all employment decisions without regard to race, color, sex, religion, age, creed, sexual orientation, national origin, marital status, disability, or any other protected class. In addition to practicing EEO, in partnership with our vendor Local Job Network each job opening we hire for is distributed to over 15,000 community based diversity organizations. Some of which include organizations serving groups such as: Veterans, Disabled, Minorities, Women, and other Diversity organizations. Safco does not offer a price differencial for diverse suppliers.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Safco does not hold any underutilized business certificates.

I. Describe how supplier differentiates itself from its competitors.

Safco is large enough to realize economies of scale but small enough to be able to react quickly to customer needs. Customers have access to management at all levels, allowing questions to quickly be answered. There are many companies selling office seating and desks with whom we compete, but we specialize in many categories overlooked by most furniture companies, and provide a full range of products to allow single source solutions.. Some examples are High Density Filing and Storage (competitors are Space Saver and Datum); Techworks heavy duty benching used in I.T., Clean Room, Crime and other laboratories (the FBI is a major client, Wright Line is a competitor); custom mail room furniture; flat and archival files; collaborative work stations, and height adjustable tables. We also offer a variety of custom and configurable options within our product line, providing customers the opportunity to create a product that suits their specific needs. This could be as simple as fabric on a task chair to creating an entire work center. Our product offering can range from from desktop organizers and trash cans, to seating and casegoods. This large breadth of product allows customers to easily find all the solutions they need to complete their space. We offer a large selection of product on our 48hr quick ship program. Our customers enjoy the service of space planning. With the use of surveys and client supplied floor plans, our team of space planning experts provide workspace and storage solution designs that include our entire product offering, right down to every last desk accessory. Plus, our design renderings showcase how Safco products will fit into the space and bring in color and textures so they can see what their space will look like. Our customer service is routinely named among the best in the industry, and our strong commitment to our customers' satisfaction is evident.

# J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Safco is involved in litigation from time to time that arises in the ordinary course of business. Safco has not filed or been involved in any bankruptcy during its more than fifty years in business.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Safco is not publicly held.

b. is not owned or operated by anyone who has been convicted of a felony; or

Safco is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Safco is not owned or operated by individual who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension action has been taken against Safco.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Desks and Storage: Give users a choice on where and how they work with a variety of contemporary desks and conference designs. These solutions offer sitting and standing options while providing the space needed to work and meet.

Seating: From training, executive, task, active, and multi-purpose chairs to reception, lounge and bistro seating - our chairs are comfortable, keep users moving and blend into any work environment.

High Density Storage: Store more in less space with smart storage solutions that keep things neat, organized and readily accessible.

Workspaces: Our workspace furniture breaks down the divisions between people and helps organizations promote collaboration and teamwork.

Tables: Our variety of tables enables meetings and touchdown spaces across the work environment. Training, breakroom, occasional, conference, outdoor and teaming tables provide areas to meet, greet and work.

Technology Furniture: Rapidly evolving technologies require easily adaptable furniture that can be configured to support different tasks, teams and work styles.

Mailroom Furniture: Our mailroom furniture is uniquely designed to optimize mail flow efficiency, while maximizing budget dollars.

Drafting Furniture: Safco's drafting furniture has set the standard for decades. Drafting tables and large capacity flat files provide the essential tools and storage needed for success.

Lighting: Safco provides a variety of LED lighting solutions that go beyond simple desk lamps. They provide USB or wireless charging capabilities to provide multifunctional solutions to every desktop.

Ergonomic and Active Products: Our line of ergonomic and active products allows users to keep moving and comfortable throughout their workday. With a variety of options, every worker can have a more relaxing and active way to work.

Waste Receptacles: Our extensive line of waste and recycling receptacles can help keep any work environment clean. Safco has indoor/outdoor trash cans, under-desk wastebaskets, large- capacity trash and recycling centers, customizable options, and more to fit every waste need.

Facilities: Safco has the products to help you do the heavy lifting. Our line of hand trucks, platform trucks and dollies can easily move large and heavy items across the work environment.

# B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Safco is a manufacturer that provides authorization to others to act on our behalf.

Safco sales force consists of direct sales managers who each manage a territory or national account. Our directly employed Divisional Sales Managers work side by side with independent Rep Group Network consisting of 20 rep group and 90-100 independent reps as well as working directly with a knowledgeable and authorized dealer network. Service is conducted through the dealership with support from independent reps, employed sales managers, and our internal customer care team. Delivery is conducted directly from Safco unless otherwise requested. Products originate from one of our owned manufacturing or distribution facilities in Minnesota, lowa, California, Virginia, or Atlanta. A list of sales managers is attached to Tab 3. A count of dealers, and a list of dealers, divided by area, that were previously authorized by Omnia, is attached to Tab 3.

Any state that has a mandatory state contract requirement for categories awarded, or agency that has a mandatory state purchasing rule will not be serviced by Omnia contract, and federally funded government agencies are directed to use the federal GSA contract, handled by a different government department manager.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Safco will take the order directly from the agency or from the authorized dealer. If Safco takes the order directly from the end user, the order must state the Omnia contract is being used, or include the contract number. Safco order processing will automatically apply the correct discount. Every contract order is reviewed to ensure the proper discount and terms and conditions are applied. The pricing will be available through the Omnia website once it is created so all entities can verify correct pricing. It will also be communicated to all dealers and sales reps. We will maintain a single discount for the entire price list. In addition, the customer can request a formal quote from Safco's sales support team to ensure they are receiving accurate pricing.

**D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**Liberty Diversified, our parent company, will be involved in processing payments and shipping orders, since the carriers are registered under their account numbers. Safco ships multiple truckloads per day to all regions of the U.S. for final delivery and installation with the support of our dealer network through preferred carriers. The list of servicing dealers that will be involved with processing, handling, and delivery to the end user is attached to Tab 3 (approved as authorized dealers on the previous Omnia contract).

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Safco - Corporate Office - New Hope, MN - 120 employees at 5600 N HIGHWAY 169 NEW HOPE MN 55428-3027

Safco - Kennesaw, GA - 24 employees at 2700 Barrett Lakes Blvd Ste 700 Kennesaw GA 30144-6896

Safco - Riverside, CA - 11 employees at 14605 Innovation Dr Riverside CA 92518-3027

Safco - Windsor, VA - 22 employees at 12400 William A Gwaltney Way Windsor VA 23487-5685

Safco - Milford, IA - 114 employees at 909 4th Street Milford IA 51351

Safco - Brooklyn Park, MN - 9 employees at 6920 93rd Avenue North Brooklyn Park MN 55445

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days In the first 10 days after award, executive leadership will promote the use of this contract for the public sector and within our K12 education initiative.
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

In the first 90 days, our executive leadership will host a webinar for our national sales team and rep groups. Presentation materials such as slides and talking points will be distributed to further enhance their training. Emails with updated terms and conditions will be distributed among the authorized dealer network.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications

Safco will create a co-branded press release within 15 days of the award date. The press release will be sent for publication to: Business of Furniture, Workplace Furniture, OPI, Educational Dealer and Independent Dealer Magazines. It will also be published on the Safco website.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Safco will create an internal Omnia website, linked to the Omnia Partners landing page, within the first 15 days from the award date. We will keep it updated with approved authorized dealers, product additions and price increases.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Safco will co-brand existing brochures and marketing materials to support the Master Agreement. These will be

distributed via our replaced provided at above and dealer database. They will also be linked via the OMNIA Partner.

Satco will co-brand existing procures and marketing materials to support the Master Agreement. These will distributed via our rep group email database and dealer database. They will also be linked via the OMNIA Partners landing page on the website.

iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Safco is committed to attending or one of our authorized dealers will represent our product and contract at the shows above. Shows that we have attended are WB Mason, ISG Prevail, EDspaces, NeoCon, Neocon East, MinneCon, Essendant, NIGP, and over half of the NIPA regional cooperative summits offered all over the country in the last 2 years.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Safco has reserved a booth at the NIGP Annual Forum in the Omnia section. This will be our third consecutive year participating. Safco will adequately staff the booth and provide co-branded marketing materials, emails and banners to support the forum.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Safco will advertise on a monthly basis in the following publications: Business of Furniture, Workplace Furniture, OPI, Educational Dealer and Independent Dealer Magazines.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Safco will continue to co-brand marketing materials throughout the contract as they become available. We will also continue to do authorized dealer training and provide supporting materials as needed. In addition, the contract will be promoted at our quarterly sales webinars and annual principal meetings. We do authorized dealer presentations where we provide training and co branded materials, giving them the resources they need to sell on the contract.

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website

Within 15 days of Safco's award, we will publish an internal website that connects to the Omnia Partners landing page. It will either include or have links to all of the requested information below.

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Safco has a dedicated State/Local Contract Sales Manager and State Contract Admin, emphasizing sales to educational entities and the public sector via goal setting for our dealers and sales reps. We have dealers that built relationships with customers that are eligible to use the Omnia contract, and if we hold the contract, it will give our entire authorized dealer network and individual sales reps access to it, leveraging the relationships that are already in place. My goal is to train my authorized dealers to save the customer time and money by offering the contract at the beginning of the quote process, so they do not have to put the project out to bid. Our previously authorized Omnia dealers are specifically trained on Omnia terms and conditions. We attend trade shows and use that opportunity to connect the member needs to the Omnia contract, providing them with competitive product at a competitive price. We see being awarded a contract with Omnia as a great opportunity to continue to increase market share in public procurement, as well as support our recent K-12 market initiative. We also hold the MHEC educational cooperative for MA. We lead with the Omnia contract, our only national cooperative purchasing contract.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

I acknowledge that Safco agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. I also acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

We will market the contract as follows:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

We will provide a link to the competitively bid solicitation under the tab labeled "Contract Documentation" using the Omnia Partners contract landing page which will be connected to our internal Omnia website.

#### ii. Best government pricing

We assure the member they are getting competitive product at a competitive price.

#### iii. No cost to participate

We advertise that member registration is free.

#### iv. Non-exclusive

We promote this a public cooperative purchasing contract. It is available to any non-profit, state, and public sector agencies.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  Safco will train it's national sales force on the solicitation process, searchable member list, key features, and benefits of the Master agreement using the promotional Omnia power point that was released in Jan 2019 and an internal Safco terms and conditions sheet with a link to register new members free of charge. I will also share updates, product additions, and price increases by Webinar. Prior to requesting a dealer to be added as an authorized dealer, we set up a conference call and complete a training overview of the Omnia contract terms and conditions, answering any questions they may have, and providing any co-branded resources I may have.
- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

This contact information, along with key personnel qualifications and experience is attached to Tab 3.

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Safco sales force consists of direct sales managers who each manage a territory or national account. Our directly employed Divisional Sales Managers work side by side with our independent Rep Group Network consisting of 20 rep groups and 90-100 independent reps as well as working directly with a knowledgeable and authorized dealer network. Service is conducted through the dealership with support from independent reps, employed sales managers, and our internal customer care team. The sales team regionals report to a National Sales Manager, who reports to a Director of Sales, who reports to the highest level executive in charge of sales, Sharad Mathur, VP of Sales and Innovation. His email is sharadmathur@safcoproducts.com and his phone number is 7635366743.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

Safco wants to be a first choice alternative for furniture and related items. We are looking to increase our market share in the education and public sector market. We want to be able to partner with Omnia to serve small customers that prefer a contract because they do not have the resources to bid. Our sales force is familiar with and eager to continue using the Omnia contract. Our internal and external communication can be accomplished within 7 to 10 days, and new Omnia goals will be assigned to each rep group and updated in real time on their sales dashboards. Safco will generate target customer lists and call patterns to be sure we are contacting key clients. Upon approval to use the logo, we will provide co-branded marketing materials. If Omnia awards Safco a contract, we look forward to Omnia providing a marketing contact to help publish a landing page on the Omnia website that can connect to our supplier website. A direct contact for timely approval of price increases, authorized dealers, and general inquiries. Omnia can partner with Safco and their sales force by providing us easy access to member numbers to verify eligibility, contact information for area/regional people that understand state statutes in case an end user has compliance questions, and be available for questions or introductions at Regional Trade shows. We would also like an email lead list to directly market to the end user, if possible.

1. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Safco will train it's national sales force on the solicitation process, searchable member list, features, and benefits of the Master agreement using the promotional Omnia power point that was released in Jan 2019 and an internal Safco terms and conditions sheet with a link to register new members free of charge. I will also share updates, product additions, and price increases by Webinar. Prior to requesting a dealer to be added as an authorized dealer, we set up a conference call and complete a training overview of the Omnia contract terms and conditions, answering any questions they may have, and provided any co-branded resources I may have. When When we are approached for best discount on a state, educational, or public sector entity, I immediately look up the agency information to determine if they are a member, and ask the dealer to leverage that information to use the contract for the sale. They are instructed that the agency must approve the use of the contract and they submit the order using the Omnia contract and discount. Our goal is to catch the quote in the beginning stages so it does not need to go out to bid. Our internal systems will track all purchases through a unique account using the specified contract number. The agency address is looked up on the member listing and recorded in the ordering system. Safco has a dedicated State/Local Sales Manager that reports on this contract and pays the applicable admin fee. The due date of the monthly report is uploaded to a calendar for due date reminder Sales are downloaded by invoice date for each order with the member numbers from a Bl Tool. Then, we import the information to fit the quarterly reporting template requirements. This can be done as long as the person submitting the order references our Omnia contract.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Safco's public agency sales for the previous fiscal year are \$6.2 million. Safco's top 10 Omnia customers for the previous year from Oct 2018-Oct 2019, and public sector references are attached to Tab 3.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Safco uses JDE and BI Tool for ordering, invoicing and reporting. We are capable of applying pricing plans, member numbers, and contract numbers to each order. We are capable of accepting EDI orders. We are capable of accepting ACH paymenats. We do not have e-procuremnt online ordering on our website.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

year one

year two

year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Safco will not be able to guarantee sales. While we currently have a growing contract, some of that is project business, and we can not forecast the dollar amount of project business, repeat sales, and new business in the next 3 years. We will lead with the Omnia contract whenever possible.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

# i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).

When I am approached by a commercial dealer for better customer discounting on a bid, I immediately look up the agency to determine if they are a member and ask the dealer to leverage that information to use the contract for the sale. They are instructed that they must submit it using the Omnia contract and discount, and the agency must give them permissin to use it. Our preference is to catch the quote in the beginning stages so it does not need to go out to bid.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

We will report all sales that use standard or volume discounting using the Omnia contract, regardless of the source of the original proposal.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

Our pricing structure is set up so Omnia contract has the most competitive discount the customer get on a national cooperative purchasing contract as a state, educational, or public sector purchaser.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

We lead with Omnia if the eligible agency does not have a mandatory state purchasing requirement.

Detail Supplier's strategies under these options when responding to a solicitation.

When I am approached by a commercial dealer for better discounting on a bid, I immediately look up the agency to determine if they are a member and ask the dealer to leverage that information to use the contract for the sale. They are instructed that they must submit it using the Omnia contract and discount, and the agency must give them permissin to use it. Our preference is to catch the quote in the beginning stages so it does not need to go out to bid. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement. We will report all sales that use standard or volume discounting on the Omnia contract, regardless of the source of the original proposal. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector). Our pricing structure is set up so Omnia contract has the most competitive discount they can get as a state, educational, or public sector purchaser. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. We lead with Omnia if the eligible agency does not have a mandatory state purchasing requirement, and federally funded government agencies are directed to use the federal GSA contract, handled by a different government department manager.

Name	Account	Office	Location
Ken Schwab	DSM, Northeast Sales Division	Remote/Home Office	Raritan, NJ
Carolee Janke	National Account Manager, E-Commerce	New Hope Office	Minneapolis, MN
Scott B Gerloski	Special Markets, Art & Engineering	Remote/Home Office	Muskego, WI
Ron Redding	National Sales Manager, North Central Sales Division	New Hope Office	Minneapolis, MN
Steve Fitzgerald	DSM, Western Sales Division	Remote/Home Office	Auburn, CA
Dave Mayer	DSM, Southeast Sales Division	Remote/Home Office	Ballwin MO
Bill Walsh	International, Inside Sales, Special Markets	New Hope Office	Minneapolis, MN
Kayla Melius	E-Commerce, Tier 2m Account Representative	New Hope Office	Minneapolis, MN
Rick Manning	National Account Manager - SP Richards	New Hope Office	Minneapolis, MN
Daniel Poppy	Custom Retail Sales Manager	Remote/Home Office	Franklin, KY
Dave Thiesse	National Account Manager, Megas: US & Canada	Remote/Home Office	Ankeny, IA
Jody Ebbers	National Account Manager:	Remote/Home Office	Cedar Grove, WI
Christina Libby	National Account Manager: Megas, Staples US	Remote/Home Office	LeClaire, IA
Travis Holland	K-12 Sales Manager	Remote/Home Office	Nashville, TN
Yvonne Moore	State & Local Contracts Sales Manager	New Hope Office	Minneapolis, MN
Jeff Woodward	GSA Sales Manager	Remote/Home Office	Clarksburg, MD
Patty Pugh	Business Development Manager, Storage Systems	Remote/Home Office	Stuarts Draft, VA



SAFCO PRODUCTS CO. - Full Company View

## Summary

Order Reference: danarocha@safcoproducts.com | Report as of: 12-02-2019 3:02 PM | using Currency as USD

### SAFCO PRODUCTS CO.

Tradestyle(s): (SUBSIDIARY OF LIBERTY DIVERSIFIED INTERNATIONAL, INC., NEW HOPE, MN)

ACTIVE

HEADQUARTERS

Address:

5600 N Hwy 169, Moved From: 9300

West Research Ctr Rd, Minneapolis, Mn, Minneapolis, MN, 55428, UNITED STATES

Phone:

(763) 536-6700

D-U-N-S:

00-645-3575

In Portfolio:

Yes

Tags: Alerts: No tags No alerts

Failure Score

**Delinquency Score** 

Age of Business

**Employees** 

49

66

52 years

188

(No change since last month)

(No change since last month)

1966 Year Started

138 (here)

### **Recent Alerts**

There are no alerts to display.

### **Company Profile**

D-U-N-S

00-645-3575

Legal Form

**Jorporation (US)** 

History Record

Clear

**Date Incorporated** 

Mailing Address

**United States** 

Telephone

(763) 536-6700

Website

www.safcoproducts.com

**Present Control Succeeded** 

**Employees** 

188 (138 here)

Age (Year Started)

52 years (1966)

Named Principal

David Lenzen, EXEC VP-AST SEC

Line of Business

### State of Incorporation

Minnesota

### Ownership

Not publicly traded

### Risk Assessment

### **Overall Business Risk**



MODERATE

MODERATE-HIGH

HIGH

## Maximum Credit Recommendation

US\$ 315,000

The recommended limit is based on a moderately low probability of severe delinquency.

### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

## D&B Viability Rating

**Portfolio Comparison Score** 

2 Low Risk (1)

High Risk (9)

Company's risk level is: [LOW]

High Risk (1)

High Risk (1)

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: 3.00 %

### Failure Score Formerly Financial Stress Score

49

Low Risk (100)

Company's risk level is: MODERATE

Probability of failure over the next 12 months: 0.25 %

### **Delinquency Score** Formerly Commercial Credit Score

66

Low Risk (100)

Company's risk level is: MODERATE

Probability of delinquency over the next 12 months: 4.09 %

### Past 12 Months



Past 12 Months



### **PAYDEX ®**



Low Risk (100)

Days Beyond Terms: 22

Past 24 Months High Risk (0)

### **D&B** Rating

Current Rating as of 04-30-2018

**Employee Size** 

**Risk Indicator** 

1R: 10 employees and

3 : Moderate Risk

**Previous Rating** 

**Employee Size** 

1R: 10 employees and

over

### **Legal Events**

Events	Occurrences	Last Filed
Bankruptcies	0	
Judgements	0	r <b>=</b> 0
Liens	0	<u></u>
Suits	0	-
UCC	14	05-30-2019

**Trade Payments** 

**Highest Past Due** 

US\$ 250,000

**Highest Now Owing** US\$ 250,000

Largest High Credit

US\$ 250,000

Average High Credit

**Total Trade Experiences** 

US\$ 13,393

63

### Ownership

This company is a Headquarters, Subsidiary

Global Ultimate, Domestic Ultimate LIBERTY DIVERSIFIED INTERNATIONAL, INC. **UNITED STATES** D-U-N-S Number 06-145-6489

Total Members in Family Tree - 28

**Branches** 

### **Financial Overview**

This company does not have a Financial Summary.

### Country/Regional Insight

### **United States**



### Risk Category



HIGH

High Risk

US consumers continue to account for the bulk of GDP growth.

### Risk Assessment

**D&B Risk Assessment** 

### **Overall Business Risk**



LOW-MODERATE



### **Maximum Credit** Recommendation

US\$ 315,000

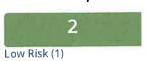
The recommended limit is based on a moderately low probability of severe delinquency.

### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF **CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

### **D&B Viability Rating**

### **Portfolio Comparison Score**



High Risk (9)

**Rating Confidence Level** 



Decision Support

Directional

Data Depth

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Level of Risk

Probability of becoming no longer viable

3.00%

Percentage of businesses ranked with this score **16.00%** 

Average probability of becoming no longer viable

5.00%

Failure Score Formerly Financial Stress Score

49

Low Risk (100)

High Risk (1)

- Composite credit appraisal is rated fair
- UCC Filings reported
- High proportion of past due balances to total amount owing
- High number of enquiries to D&B over last 12 months
- Low proportion of satisfactory payment experiences to total payment experiences
- Unstable Paydex over last 12 months

Level of Risk

Moderate

Raw Score

1475

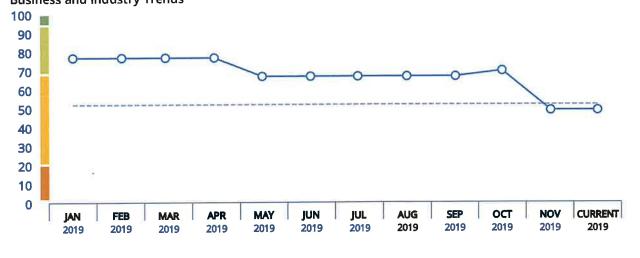
Probability of Failure

0.25%

Average Probability of Failure for Businesses in D&B Database

0.48%

**Business and Industry Trends** 



Failure Score

-0-

Industry Median ... ---

High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences
- · Proportion of slow payments in recent months

Compared to Businesses in D&B Probability of Delinquency Raw Score Level of Risk Database 4.09% **Moderate** 522 10.20% **Business and Industry Trends** 100 90 80 70 60 50 40 30 20 10

JUL

2019

AUG

2019

SEP

2019

Industry Median... **Delinquency Score** 

JUN

2019

**PAYDEX** ®

APR

2019

MAY

2019

61 High Risk (0)

Risk of Slow Pay Payment Behavior Low-Moderate **22** Days Beyond Terms

NOV

2019

OCT

2019

CURRENT

2019

Low Risk (100)

**Business and Industry Trends** 

**FEB** 

2019

JAN

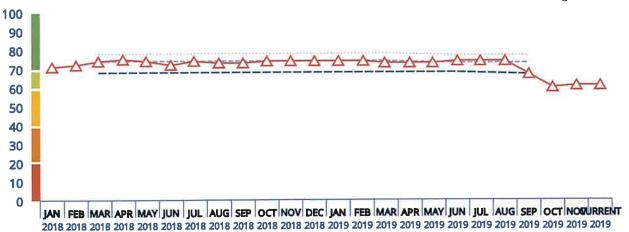
2019

MAR

2019

2522 - Mfg office furniture-nonwood

Based on 24 months of data



Industry Lower Q... --

### **D&B** Rating

Current Rating as of 04-30-2018

**Risk Indicator** 

 $\mathbf{1}\,R$ : 10 employees and 3 : Moderate Risk Previous Rating

**Employee Size** 

**1R**: 10 employees and over

## **Trade Payments**

over

**Employee Size** 

Trade Payments Summary (Based on 24 months of data)

Overall Payment Behavior

Days Beyond Terms

**Highest Now Owing:** 

US\$ 250,000

% of Trade Within Terms

71%

**Total Trade Experiences:** 

63

Largest High Credit: US\$ 250,000

Average High Credit: US\$ 13,393

Highest Past Due

**US\$ 250,000** 

**Total Unfavorable Comments:** 

Largest High Credit:

US\$ 0

**Total Placed in Collections:** 

Largest High Credit:

US\$ 0

Trade Payments By Credit Extended (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US\$ 250,000	0
50,000 - 99,999	2	US\$ 115,000	100
15,000 - 49,999	8	US\$ 225,000	75
5,000 - 14,999	7	US\$ 60,000	48
1,000 - 4,999	18	US\$ 27,000	66
Less than 1,000	15	US\$ 6,050	71

## Trade Payments By Industry (Based on 24 months of data)

Industry Category	Number of Payment Experience	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼ 17 - Construction - Special Trade Contractors	1	250					
1711 - Mechanical contractor	1	250	100	0	0	0	0
<ul><li>25 - Furniture and Fixtures</li></ul>	2	55,000					
2522 - Mfg nonwd office furn	1	40,000	100	0	0	0	0
2541 - Mfg wood fixtures	1	55,000	100	0	0	0	0
<ul> <li>26 - Paper and Allied Products</li> </ul>	3	2,500					
2653 - Mfg corrugated boxes	3	2,500	86	7	7	0	0
<ul> <li>30 - Rubber and Miscellaneous Plastics Products</li> </ul>	1	2,500					
3089 - Mfg misc plastic prdt	1	2,500	100	0	0	0	0
<ul> <li>35 - Industrial and Commercial Machinery and Computer Equipment</li> </ul>	1	1,000					
3589 - Mfg service ind. mach	1	1,000	100	0	0	0	0
<ul> <li>38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks</li> </ul>	2	10,000					
3823 - Mfg process controls	1	10,000	100	0	0	0	0
3824 - Mfg fluid meters	1	2,500	0	100	0	0	0
<ul> <li>42 - Motor Freight Transportation and Warehousing</li> </ul>	6	60,000					
4213 - Trucking non-local	4	60,000	100	0	0	0	0
4214 - Local truck w/storage	2	20,000	100	0	0	0	0
<ul><li>49 - Electric, Gas and Sanitary Services</li></ul>	1	1,000					
4924 - Natural gas distrib	1	1,000	100	0	0	0	0
<ul><li>50 - Wholesale Trade - Durable Goods</li></ul>	7	45,000					
5031 - Whol lumber/millwork	1	1,000	100	0	0	0	0
5049 - Whol misc profsn eqpt	1	250	100	0	0	0	0
5051 - Whol metal	2	5,000	100	0	0	0	0
5072 - Whol hardware	1	45,000	100	0	0	0	0
5085 - Whol industrial suppl	2	1,000	100	0	0	0	0
<ul> <li>51 - Wholesale Trade - Nondurable Goods</li> </ul>	4	25,000					
5131 - Whol piece goods	1	15,000	100	0	0	0	0
5162 - Whol plastic material	1	1,000	100	0	0	0	0
5169 - Whol chemicals	1	1,000	50	0	50	0	0
5199 - Whol nondurable goods	1	25,000	50	50	0	0	0

Industry Category	Number of Payment Experience	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
<ul> <li>57 - Home Furniture Furnishings and Equipment Stores</li> </ul>	2	250,000					
5712 - Ret furniture	2	250,000	0	50	0	50	0
<ul> <li>60 - Depository Institutions</li> </ul>	2	2,500					
6021 - Natnl commercial bank	2	2,500	50	0	50	0	0
<ul> <li>61 - Nondepository Credit Institutions</li> </ul>	1	1,000					
6153 - Short-trm busn credit	1	1,000	0	0	100	0	0
<ul> <li>62 - Security and Commodity Brokers Dealers Exchanges and Services</li> </ul>	2	10,000					
6282 - Investment advice	2	10,000	0	49	1	49	1
▼ 73 - Business Services	5	25,000					
7361 - Employment agency	1	25,000	100	0	0	0	C
7363 - Help supply service	2	1,000	100	0	0	0	C
7389 - Misc business service	2	7,500	1	99	0	0	(
<ul> <li>87 - Engineering Accounting Research Management and Related Services</li> </ul>	4	20,000					
8721 - Accounting services	1	750	0	100	0	0	(
8734 - Testing laboratory	2	20,000	45	0	44	11	(
8748 - Business consulting	1	10,000	0	0	100	0	(
<ul> <li>91 - Executive Legislative and General Government except Finance</li> </ul>	1	10,000					
9111 - Executive office	1	10,000	100	0	0	0	(
▼ 99 - Nonclassifiable Establishments	6	35,000					
9999 - Nonclassified	6	35,000	15	83	0	2	(

### **Trade Lines**

Date of Experience	•	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
11/19	-		Cash account	50	-	٠	1
10/19		n=:	3 <b>=</b> 0	50		-	1
10/19		Pays Promptly		40,000	7,500	0	1
10/19		Pays Promptly	<u>~</u> 1	25,000	5,000	0	1
/10/19		Pays Promptly	æ?	5,000	0	0	Between 6 and 12 Months
10/19		Pays Promptly	<b>=</b> 0	2,500	0	0	Between 2 and 3 Months

Date of Experience	■ Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/19	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
10/19	Pays Promptly		2,500	0	0	Between 2 and 3 Months
10/19	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
10/19	Pays Promptly	·	1,000	0	0	Between 6 and 12 Months
10/19	Pays Promptly	1 10 N30	1,000	0	0	1
10/19	Pays Promptly	-	1,000	, O	0	Between 6 and 12 Months
10/19	Pays Promptly	*	1,000	50	0	1
10/19	Pays Promptly	原	750	750	0	1
10/19	Pays Promptly	¥	750	0	0	Between 6 and 12 Months
10/19	Pays Promptly	¥	500	0	0	Between 4 and 5 Months
10/19	Pays Promptly	¥	250	0	0	Between 4 and 5 Months
10/19	Pays Promptly	<u> </u>	100	0	0	Between 4 and 5 Months
10/19	Pays Prompt to Slow 15+	ä	25,000	15,000	5,000	1
10/19	Pays Prompt to Slow 15+	ē	7,500	2,500	250	1
10/19	Pays Prompt to Slow 30+	ě	1,000	250	250	1
10/19	Pays Prompt to Slow 60+	N30	2,500	2,500	500	1
10/19	Pays Prompt to Slow 60+		1,000	750	0	1
10/19	Pays Prompt to Slow 60+	N30	500	500	100	1
10/19	Pays Slow 30+	8.	7,500	7,500	0	1
10/19	Pays Slow 30+	<b>4</b> 1	2,500	2,500	2,500	
10/19	Pays Slow 60+	•	10,000	7,500	7,500	Between 2 and 3 Months
10/19	Pays Slow 30-60+	(#0)	500	0	0	1
10/19	Pays Slow 30-90+	÷.	250,000	250,000	250,000	<b>2</b> 9
10/19	Pays Slow 90+	<b>19</b> 0	1,000	250	0	1
10/19		Cash account	100	5	<i>a</i> :	1
10/19	Pays Promptly	<u>:</u> #(0	45,000	45,000	0	1
09/19	Pays Promptly	<b>5</b> 2	750	0	0	Between 6 and 12 Months
09/19	Pays Prompt to Slow 60+	÷.	20,000	15,000	10,000	1
09/19	Pays Slow 30+	(€)	750	0	0	Between 6 and 12 Months

Date of Experience	▼ Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
09/19	Pays Slow 30-90+	560	10,000	10,000	5,000	1
09/19	Pays Slow 90+	396	2,500	2,500	2,500	<u> </u>
09/19	Pays Slow 60-120+		250	250	250	Between 4 and 5 Months
09/19	Pays Promptly		100	0	0	Between 6 and 12 Months
08/19	Pays Promptly	N30	1,000	500	0	1
08/19	Pays Promptly	-	250	0	0	Between 6 and 12 Months
08/19	Pays Promptly	ē	250	0	0	Between 6 and 12 Months
06/19	Pays Promptly	Ē	60,000	0	0	Between 6 and 12 Months
06/19	Pays Promptly	Ē	55,000	55,000	2,500	1
06/19	Pays Promptly	Regular terms	1,000	0	0	Between 6 and 12 Months
06/19	Pays Promptly	•	100	0	0	Between 6 and 12 Months
06/19	1	Cash account	50	æ	. <del></del>	1
06/19	2	-	50	0	0	
05/19	Pays Promptly	N30	15,000	5,000	0	1
05/19	例	Cash account	100	î 🕳	=	1
05/19	##.G	Cash account	50	i 🥰	( <del>*</del> )	Between 2 and 3 Months
05/19	Pays Promptly	N30	10,000	0	0	Between 6 and 12 Months
04/19	·***	Cash account	50	*	·	1
03/19	Pays Promptly	=	20,000	0	0	Between 4 and 5 Months
03/19	Pays Promptly	8	1,000	0	0	Between 6 and 12 Months
02/19	Pays Promptly	n	250	0	0	Between 6 and 12 Months
12/18	œ	Cash account	5,000	<u>9€</u>	***	1
11/18	•	Cash account	0	0	0	Between 6 and 12 Months
10/18	Pays Slow 60+	-	1,000	0	0	Between 6 and 12 Months
08/18	Pays Slow 30+	•	35,000	0	0	Between 6 and 12 Months
07/18	÷	Cash account	50	*	*	1
03/18	( <b>=</b> )	Cash account	250	Œ	**	1
01/18	Pays Promptly		10,000	<b>%</b>	•	1

## **Legal Events**

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgements	Liens	Suits	UCC Filings
O	O	O	<b>14</b> Latest Filing: 05-30-2019
Latest Filing: -	Latest Filling: -	Latest Filing: -	

### **Events**

### **UCC Filing** - Original

Filing Date	05-30-2019
Filing Number	1086952500519
Received Date	06-04-2019
Collateral	Equipment

Secured Party TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC., DALLAS, TX

**Debtors** SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

### **UCC Filing** - Original

01-23-2019
04419000400
02-19-2019
Equipment

Secured PartyPRATT RECYCLING, INC., CONYERS, GADebtorsSAFCO PRODUCTS CO., KENNESAW, GAFiling OfficeDEKALB SUPERIOR COURT, DECATUR, GA

### **UCC Filing** - Original

Filing Date	08-28-2018
Filing Number	1029759401325
Received Date	09-07-2018
Collateral	Equipment

Secured Party TRUMPF INC., FARMINGTON, CT

**Debtors** SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

**UCC Filing** - Original

Filing Date 08-19-2018

Filing Number 1028508201346

Received Date 08-21-2018
Collateral Equipment

Secured Party TRUMPF INC., FARMINGTON, CT

Debtors SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

### **UCC Filing** - Original

Filing Date 07-15-2014
Filing Number 12214001081
Received Date 08-29-2014
Collateral Equipment

Secured Party PRATT RECYCLING, CONYERS, GA

**Debtors** SAFECO, KENNESAW, GA

Filing Office ROCKDALE COUNTY SUPERIOR COURT CLERKS OFFICE, CONYERS, GA

### **UCC Filing** - Original

 Filing Date
 04-02-2014

 Filing Number
 201436086158

 Received Date
 04-11-2014

Collateral Business machinery/equipment and proceeds

Secured Party U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN

Debtors SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

### **UCC Filing** - Original

 Filing Date
 02-04-2014

 Filing Number
 201435436553

 Received Date
 02-18-2014

Collateral Business machinery/equipment and proceeds

Secured Party U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN

**Debtors** SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

### **UCC Filing** - Original

 Filing Date
 05-29-2013

 Filing Number
 201332540952

 Received Date
 06-11-2013

Collateral Business machinery/equipment and proceeds

Secured Party U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK NATIONAL

ASSOCIATION, MARSHALL, MN

Debtors SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

**UCC Filing** - Original

 Filing Date
 07-09-2012

 Filing Number
 201228889652

 Received Date
 07-20-2012

Collateral Business machinery/equipment

Secured Party U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN

**Debtors** SAFCO PRODUCTS CO.

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

**UCC Filing** - Original

 Filing Date
 03-30-2009

 Filing Number
 200915523234

 Received Date
 05-07-2009

Collateral Business machinery/equipment
Secured Party US BANCORP, MARSHALL, MN
Debtors SAFCO PRODUCTS COMPANY

Filing Office SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

## **Special Events**

04-30-2018

Business address has changed from 9300 West Research Ctr Rd, Minneapolis, MN, 55428 to 5600 N Hwy 169, Minneapolis, MN, 55428.

## **Company Profile**

Company Overview

D-U-N-SMailing AddressEmployees00-645-3575United States188 (138 here)Legal FormTelephoneAge (Year Started)Corporation (US)(763) 536-670052 years (1966)

**History Record** 

Clear

**Date Incorporated** 

12-14-1966

itate of Incorporation

Minnesota

Ownership

Not publicly traded

Website

www.safcoproducts.com

**Present Control Succeeded** 

1966

Named Principal

David Lenzen, EXEC VP-AST SEC

Line of Business

Mfg office furniture-nonwood

### **Business Registration**

Corporate and business registrations reported by the secretary of state or other official source as of: 11-01-2019 This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name

SAFCO PRODUCTS CO.

**Corporation Type** 

Corporation (US)

**Business Commenced On** 

1966

State of Incorporation

**MINNESOTA** 

**Date Incorporated** 

12-14-1966

**Registration ID** 

1L-168 - DCORP

**Registration Status** 

**ACTIVE** 

Filing Date

12-14-1966

Where Filed

SECRETARY OF STATE/CORPORATIONS DIVISION

### **Principals**

### Officers

DAVID LENZEN, EXEC VP-AST SEC DANIEL ZDON, EXEC VP-COO-PRES BYRON WIEBERDINK, VP-CFO RONDA BAYER, VP-GEN COUNSEL-SEC

### **Directors**

THE OFFICER(S)

### **Company Events**

### The following information was reported on: 06-13-2018

The Minnesota Secretary of State's business registrations file showed that Safco Products Co. was registered as a Corporation on December 14, 1966 under the file registration number DC 1L-168.

Business started 1966 by parent company. 100% of capital stock is owned by the parent company.

RECENT EVENT:.

On June 10, 2016, sources stated that Safco Products Co., Minneapolis, MN, has acquired the assets of FocalUprightFurniture, LLC, North Kingstown, RI, on May 11, 2016. With the acquisition, FocalUprightFurniture, LLC will now operate under the name Walcott Associates, LLC. Terms of the deal were not disclosed. Further details are unavailable.

DAVID LENZEN born 1945. Graduated from Minneapolis Business College in 1965. He is a certified public accountant. 1965-72 employed as accountant by a local certified public accounting firm that no longer is in operation. 1972-present employed by parent and appears as an officer there and in the subsidiaries.

DANIEL ZDON born 1954. 2000-present active here.

BYRON WIEBERDINK born 1963. 1997-present active here.

RONDA BAYER born 1960. 2009-present active here.

. ----RELATED CONCERNS---- .

Affiliates: The following are related through common principals, management and/or ownership of the parent company.

- 1) Liberty Carton Co (Inc), Minneapolis, MN, started 1945. Intercompany relations: None reported by management.
- 2) Fidelity Products Co (Inc), Minneapolis, MN, started 1961. Intercompany relations: None reported by management.
- 3) Valley Craft Inc, Minneapolis, MN, started 1979. Intercompany relations: None reported by management.
- 4) Southern Diversified Industries Inc, Minneapolis, MN, started 1983. Intercompany relations: None reported by management.
- 5) Liberty Paper, Inc, Becker, MN, started 1994. Intercompany relations: None reported by management.
- 6) Liberty Carton Co-Texas Inc, Minneapolis, MN, started 1992. Intercompany relations: None reported by management.
- 7) Diversi-Plast Products, Inc, Minneapolis, MN, started 1994. Intercompany relations: None reported by management.

Business address has changed from 9300 West Research Ctr Rd, Minneapolis, MN, 55428 to 5600 N Hwy 169, Minneapolis, MN, 55428.

### **Business Activities And Employees**

The following information was reported on: 06-13-2018

**Business Information** 

**Trade Names** 

(SUBSIDIARY OF LIBERTY DIVERSIFIED INTERNATIONAL, INC., NEW HOPE, MN)

### **Business Information**

### Description

Subsidiary of LIBERTY DIVERSIFIED INTERNATIONAL, INC., NEW HOPE, MN started 1972 which operates as a manufacturer of office products, graphic arts and industrial products. Parent company owns 100% of capital stock. Parent company has 7 other subsidiary(ies). Intercompany relations: Parent provides administrative services for subject on a fee basis.

As noted this company is a subsidiary of Liberty Diversified Internationa, Inc., Duns #06-145-6489, and reference is made to that report for background information on the parent company and its management.

Manufactures non-wooden office furniture. Wholesales commercial equipment, specializing in store fixtures or display equipment and commercial or industrial shelving. Wholesales office supplies. Wholesales furniture, specializing in office or public building furniture and office furniture.

ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 328-3020.

Has 5,000 account(s). Terms are Net 30 days. Sells to wholesalers and dealers. Territory: International.

**Employees** 188 which includes officer(s). 138 employed here.

Financing Status Secured

Seasonality Nonseasonal.

**Tenure** Rents

Facilities Rents 191,000 sq. ft. in a multi story concrete block building.

**Location** Industrial section on well traveled street.

### SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
2522	Mfg office furniture-nonwood	( <del>2</del> )
25220000	Office furniture, except wood	**
50460100	Store fixtures and display equipment	(度)
50460105	Shelving, commercial and industrial	<b>3</b>
51129907	Office supplies, nec	(#)
50210100	Office and public building furniture	<b>5</b> )
50210106	Office furniture, nec	121

NAICS Codes	NAICS Description
337214	Office Furniture (except Wood) Manufacturing
423440	Other Commercial Equipment Merchant Wholesalers
423440	Other Commercial Equipment Merchant Wholesalers

NAICS Codes	NAICS Description
424120	Stationery and Office Supplies Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423210	Furniture Merchant Wholesalers
Government Activity	

### **Government Activity**

### **Activity Summary**

Borrower(Dir/Guar) No
Administrative Debt No
Contractor Yes
Grantee No
Party excluded from federal program(s)

## **Financials**

D&B currently has no financial information on file for this company

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Comp	Product Line	Product Code(s)	2018 Product Family	2018 VOC	2018 Certification	2019 Product Family	Cert. Expiry	2019 VOC	2019 Certification	Cert. Expiry	Notes
	Aberdeen Medina Sterling	≅ ‰ × %	Conference Tables, Desking Systems, Casegoods, and	voc	US1-ETLYOC-0000001R6	Systems	5/21/2019 CleanAir Silver	CleanAir Silver	103970916GRR-001a	8/20/2020	
Maylin e		KL - KQ, RJ KS -KW obsolete	Conference Tables, Desking Systems, Casegoods, and	VOC+	US1-ETLVOC-0000002R6	Systems	5/21/2019 CleanAir Gold	CleanAir Gold	103970916GRR-001d	8/20/2020	
Maylin e		IS obsolete IE IC	e Tables	VOC+	VOC+ <u>US1-ETLVOC-00000016R5</u>	Tables	5/21/2019 CleanAir Gold	CleanAir Gold	103970916GRR-001e	8/20/2020	
Maylin e		BT-BV AA-AJ AA JA-JD, JI-JJ OA-OS BA-BB CM E*	High Density Storage	VOC+	US1-ETLVOC-0000018R5	Casegoods	5/21/2019 CleanAir	CleanAir	103970916GRR 001c	8/20/2020	
-		HD, HL obsolete HA HR-HW	Technology Products	VOC+	US1-ETLVOC-0000020R5	Accessories	5/21/2019 CleanAir Gold	CleanAir Gold	103970916GRR-001b	8/20/2020	
ividyiiii		X	Workspaces	VOC+	US1-ETLYOC-0000021R5	Systems		Cold	103970916GRR-001d	8/20/2020	
-	Maylin Drawing Tables e Steel Plan Files	BO,WA E*	Drafting	VOC+	US1-ETLVOC-0000022R5	Tables	5/21/2019 CleanAir 1	CleanAir	103970916GRR-001e	8/20/2020	
_	Bistro Cohere Maylin FIIp-N-Go e Meeting Plus Sync	RM PN-PS RB RB RB	Hospitality, Occasional, and Training Tables	VOC+	US1-ETLYOC-0000026R5	Tables	5/21/2019 CleanAir Sold	CleanAir	103970916GRR-001e	8/20/2020	





Intertek does hereby certify that an independent assessment has been conducted on behalf of

## SAFCO PRODUCTS

Certificate Number: 103970916GRR-001a

Certification valid until: 20 August 2020

Applicant Address: 9300 West Research Center Road

New Hope, MN 55428 USA

Product Category: Systems

Product Details: See Appendix

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1: Open Plan Office and Private Office

4700 Broadmoor Ave SE, Suite 200

Issuing Office Name & Address: Intertek Testing Services NA, Inc.

Kentwood, MI 49512 USA

Ph: +1-616-656-7401

1-12.Ch

Brian Kneibel Certification Manager 20 August 2019 This Certificate is for the exclusive use of intertek's client and is provided pursuant to the agreement between intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. For any loss, expense or damage occasioned by the use of its Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the intertex hands to one of its marks for this sale or advertisement of the tested maderial, product or service must first be approved in writing by intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate has not imply that the maderial, product, or service is or has ever been under an intertek certification program.



**Certificate Appendix** 

## SAFCO PRODUCTS

Certificate Number: 103970916GRR-001a

Model Name(s) Aberdeen, Medina, Sterling  Product  Restrictions		
	Product Category	Systems
=	Model Name(s)	Aberdeen, Medina, Sterling
	Product Restrictions	Laminate only

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## SAFCO PRODUCTS

Certificate Number: 103970916GRR-001b

Certification valid until: 20 August 2020

9300 West Research Center Road **Applicant Address:** 

New Hope, MN 55428 USA

Accessories Product Category: See Appendix **Product Details:** 

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office

4700 Broadmoor Ave SE, Suite 200 Issuing Office Name & Address: Intertek Testing Services NA, Inc.

Kentwood, MI 49512 USA

Ph: +1-616-656-7401

4-12-6

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**Certificate Appendix** 

## SAFCO PRODUCTS

Certificate Number: 103970916GRR-001b

CCESSORIES		Model Name(s) Data Cabinets, Matrix, TechWorks	Laminate Only
Product Category Accessories	1 9	Model Name(s)	Product Restrictions

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## SAFCO PRODUCTS

Certificate Number: 103970916GRR-001c

Certification valid until: 20 August 2020

Applicant Address: 9300 West Research Center Road

New Hope, MN 55428 USA

Product Category: Casegoods

Product Details: See Appendix

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office

4700 Broadmoor Ave SE, Suite 200

Issuing Office Name & Address: Intertek Testing Services NA, Inc.

Kentwood, MI 49512 USA

Ph: +1-616-656-7401

A-1946

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CLEAN AIR GOLD

Certificate Appendix

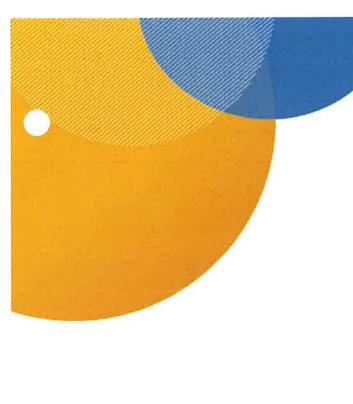
## SAFCO PRODUCTS

Certificate Number: 103970916GRR-001c

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Intertek Testing Services NA, Inc. 5FT-CLEAN AIR-OP-19e (14 September-2018)





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# SAFCO PRODUCTS

Certificate Number: 103970916GRR-001d

Certification valid until: 20 August 2020

Applicant Address: 9300 West Research Center Road

New Hope, MN 55428 USA

Product Category: Systems

See Appendix

**Product Details:** 

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office

Issuing Office Name & Address: Intertek Testing Services NA, Inc. 4700 Broadmoor Ave SE, Suite 200

Kentwood, MI 49512 USA

Ph: +1-616-656-7401

12-12-CR

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Certificate Appendix

# SAFCO PRODUCTS

Certificate Number: 103970916GRR-001d

Systems	CSII, Even, e5 Series	Laminate Only
Product Category	Model Name(s)	Product Restrictions

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# SAFCO PRODUCTS

Certificate Number: 103970916GRR-001e

Certification valid until: 20 August 2020

Applicant Address: 9300 West Research Center Road

New Hope, MN 55428 USA

Product Category: Tables

See Appendix

**Product Details:** 

Conformance Criteria: ANSI/BIFMA e3-2019e, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office

Issuing Office Name & Address: Intertek Testing Services NA, Inc. 4700 Broadmoor Ave SE, Suite 200

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CLEAN AIR GOLD

**Certificate Appendix** 

# SAFCO PRODUCTS

Certificate Number: 103970916GRR-001e

Product Category       Tables         Model Name(s)       Cohere, Bistro, Drawing Tables, E-Series, Flip-N-Go, Meeting Plus, ML Series, Sync, T-Mate, XR         Product       Laminate Only		
	Product Category	Tables
	Model Name(s)	Cohere, Bistro, Drawing Tables, E-Series, Flip-N-Go, Meeting Plus, ML Series, Sync, T-Mate, XR Series
	Product Restrictions	Laminate Only

7586 Moto™	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
7588 Poise <sup>™</sup>	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	nttps://spot.ul.com/main-app/piouucts/ueta
7589 Precision	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	nttps://spot.ul.com/main-app/products/deta
7590 Serenity'''	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com//main-app/products/oeta
7592 Trenton	Seating - 01	Approved	[55 05/25/2008 - 05/25/2020]	https://spot.al.com/main-app/products/acta
7593 True Contort 7594 The I'm Big and Tall	Seating - O1	Approved	[dd 06/26/2008 - 06/26/2020] [dd 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
7595 Vivid**	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8386 Agiliti" Flex Back Stack Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8387 Pique *** Series Stack Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8388 Rêve™Chair	Seating - 01	Approved	[66 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8389 Tēz™ Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8390 Customizable Multi Directional Sign	Office Furniture (GG and Gold)	Approved	[6G 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8391 Desktop Reference System	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
8392 Impromptu Tables	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
9385 AlphaBetter Desk	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
9387 Backrests	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spor.ul.com/main-app/products/deta
	Office Furniture (GG and Gold)	Approved	[GG 06/25/2003 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
12252 ChaCha Tables	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
12255 Dibs	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
12256 Faze	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
12257 Reve Counter-Height	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/deta
12258 Spry	Seating - 01	Approved	[6G 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det.
12259 Veer	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/detr
12260 Vio	Seating - 01	Approved	[6G 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det.
16248 TBD	Seating - 01	Approved	[66.06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det.
17618 Mii Stack Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17619 Mesh Stools	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17620 Impromptu Mobile Training Tables	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17621 Impromptu AV Cart	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17622 Impromptu Flat Panel TV Cart	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17623 Impromptu Machine Stands	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17524 Impromptu Mobile Files	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17625 Impromptu Refreshment Cart	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17626 Steel Refreshment Centers	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
17627 Rumba Screens	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20385 Rae	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20386 Sol Task Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20387 Zippi	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20388 Impromptu® Lectern	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20389 Luggage Carts	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20390 Onyx Fold up Shelving	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
20391 Vy Stack Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
28993 Voice** Series Task Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
28994 Wink** Stack Chair	Seating - 01	Approved	[6G 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
28995 Bliss***	Seating = 01	Approved	[ele Ub/26/2008 - Ub/26/2020]	https://spot.ul.com/main-app/products/det
28997 Chair Accessories	Seating For Office Furniture (GG and Gold)	Approved	[595 09/20/2008 - 06/26/2020] [665 06/26/2008 - 06/26/2020][601 D 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
28008 BS/0# Tables	Office Furniture (66 Only)	Approved	[SG 06/26/2008 - 06/26/2020]	https://spot.ul.com/main-app/products/det
28999 LixeTM literature Backs	Office Furniture (GG and Gold)	Approved	[cc cy_zy_zszz	https://spot.ul.com/main-app/products/det
29000 Onyx <sup>14</sup> Mesh Panel Organizers	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
29001 Message Board	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
29002 EasyMount Workstation Accessories	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
29003 Hygiene Stations	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
29004 Xpressions** Computer Workstations	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/products/det
29005 Hanging Clamps	Office Furniture (SG and Gold)	Approved	[66 06/26/2008 - 06/26/2020][60LD 07/11/2019 - 06/26/2020] [66 06/15/2008 - 06/26/2020][60LD 07/11/2019 - 06/26/2020]	https://spot.ul.com/main-app/ploducts/uet https://spot.ul.com/main-app/products/def
25009 Crd noticels 42154 Zeperøv™ Ball Chair	Seating - 01	Approved	[dd dd/20/20/20/20/20/20/20/] Gd dd/21/20/20/20/20/20/20/20/20/20/20/20/20/20/	https://spot.ul.com/main-app/products/det
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42865 Impromptu® Full Polycarbonate and Full Wh Office Furntiure (GG Only)	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020] Free netherhands _netherhandicon_nov11117019 - netherhandi	https://
4200/ Kumba''' Screen Faser Tray	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://
42870 Entourage Stack Chair	Seating - 01	Approved	[6G 06/26/2008 - 06/26/2020]	https://
127141 Spark™ 72 x 20" Teaming Table	Office Furntiure (GG Only)	Approved	[6G 07/25/2018 - 06/26/2020]	https://
127144 Spark™ £0 x 20" Teaming Table	Office Furntiure (GG Only)	Approved	[6G 07/25/2018 - 06/26/2020]	https://
127147 Safco" Steel Bar Stool	Seating - 01	Approved	[6G 07/25/2018 - 06/26/2020]	https://
127150 Safco Steel Counter Stool	Seating - 01	Approved	[GG 07/25/2018 - 06/26/2020]	https://
127154 Safco Steel Guest Stool	Seating - 01	Approved	[6G 07/25/2018 - 06/26/2020]	https://
127164 Valore : Mid Back Chair w/Arms	Seating - 01	Approved	[6G 11/13/2018 - 06/26/2020]	https://
127165 Zenergy" Swivel	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
127166 Runtz" Ball Chair	Seating - 01	Approved	[GG 11/26/2018 - 06/26/2020]	https://
127167 Valore - High Back Chair w/Arms	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127168 Valore - High Back Chair Armless	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127169 Thesis - Static Back, Arms	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127170 Thesis - Flox Back, Armless	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127171 Thesis - Static Back, Armless	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127172 Thesis - Static Back, Tablet	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127173 Thesis - Flex Back, Arms	Secting - C1	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127174 Thesis - Flex Back, Tablet	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127175 Thesis Stool - Flex Back	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127176 Focal™ Mobis® Seat	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
127177 Focal™ Mobis® Il Seat	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
130097 Economy Lab Stool	Seating - 01	Approved	[GG 09/12/2018 - C6/26/2020]	https://
130098 Lab Stool with Back, Pneumatic Lift	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https://
130099 Pneumatic Lift Lab Stool	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https:/
130100 Lab Stool Low Base with Screw Lift	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https:/
130101 Lab Stool High Base with Screw Lift	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https:/
130157 Zenergy - Custom	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https:/
130158 Runtz Ball Chair	Seating - 01	Approved	[6G 09/17/2018 - 06/26/2020]	https:/
130159 Industrial Perch Stool	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https:/
130160 Shell Extended Height Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130162 Shell Desk Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130163 Focal Locus Seat	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130164 Ultimo Series 100 - High Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130165 Ultimo Series 100 - Mid Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130166 Ultimo Series 200 - Mid Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130167 Ultimo Series 500 - High Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130168 Ultimo Series 300 - Mid Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130169 Ultimo Series 300 - High Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https:/
130170 Comfort Series - Executive High Back Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https:/
130171 Comfort Series - Executive High Back Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https:/
130172 Comfort Series - Executive Posture Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https:/
130173 Alliance - Desk Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https:/
130174 Corsica - High Back Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	nttps:/
130175 2528 - Conference Chair	Seating - 01	Approved	[6G 11/14/2018 - 06/26/2020]	https:/
130484 Vamp LED Lighting	Office Furniture (55 and 5013)	Approved	[GG 10/12/2018 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	Lebes./
142621 Metal Heavy-Duty Hangers 145002 Mixx Recycling Center	Office Furniture (GG and Gold)	Approved	[GG 08/08/2013 - 06/26/2020][GOLD 06/08/2013 - 06/26/2020] [GG 09/24/2019 - 06/26/2020][GOLD 09/24/2019 - 06/26/2020]	https:/
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42865 Impromptu® Full Polycarbonate and Full Wh Office Furntiure (GG Only)	Office Furntiure (GG Only)	Approved	[GG 06/26/2008 - 06/26/2020] Free oct schoos - ne/26/2020]	https://s
42869 Rumba <sup>138</sup> Streen Fabler Hours	Office Furniture (GG and Gold)	Approved	[GG 06/26/2008 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	https://s
42870 Entourage Stack Chair	Seating - 01	Approved	[GG 06/26/2008 - 06/26/2020]	https://s
127141 Spark* 72 x 20" Teaming Table	Office Furntiure (GG Only)	Approved	[GG 07/25/2018 - 06/26/2020]	https://
127144 Spark™ 60 x 20" Teaming Table	Office Furntiure (GG Only)	Approved	[GG 07/25/2018 - 06/26/2020]	https://
127147 Safco" Steel Bar Stool	Seating - 01	Approved	[GG 07/25/2018 - 06/26/2020]	https://
127150 Safco Stee! Counter Stool	Seating - 01	Approved	[GG 07/25/2018 - 06/26/2020]	https://:
127154 Safco Steel Guest Stool	Seating - 01	Approved	[GG 07/25/2018 - 06/26/2020]	https://
127164 Valore - Mid Back Chair w/Arms	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127165 Zenergy" Swivel	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
127166 Runtz™ Ball Chair	Seating - 01	Approved	[GG 11/26/2018 - 06/26/2020]	https://
127167 Valore - High Back Chair w/Arms	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127168 Valore - High Back Chair Armless	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127169 Thesis - Static Back, Arms	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127170 Thesis - Flex Back, Armless	Seating - 01	Approved	[6G 11/13/2018 - 06/26/2020]	https://
127171 Thesis Static Back, Armless	Seating - C1	Approved	[6G 11/13/2018 - 06/26/2020]	https://
127172 Thesis - Static Back, Tablet	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127173 Thesis Flex Back, Arms	Seating - C1	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127174 Thesis - Flex Back, Tablet	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127175 Thesis Stoo! - Flex Back	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
127176 Focal™ Mobis® Seat	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
127177 Focal™ Mobis® Il Seat	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
130097 Economy Lab Stool	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https://
130098 Lab Stool with Back, Pneumatic Lift	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https://
130099 Pneumatic Lift Lab Stool	Seating - 01	Approved	[6G 09/12/2018 - 06/26/2020]	https://
130100 Lab Stco! Low Base with Screw Lift	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https://
130101 Lab Stool High Base with Screw Lift	Seating - 01	Approved	[GG 09/12/2018 - 06/26/2020]	https://
130157 Zenergy - Custom	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
130158 Runtz Ball Chair	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
130159 Industrial Perch Stool	Seating - 01	Approved	[GG 09/17/2018 - 06/26/2020]	https://
130160 Shell Extended Height Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130162 Shell Desk Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130163 Focal Locus Seat	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130164 Ultimo Series 100 - High Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130165 Ultimo Series 100 - Mid Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
120166 Ultimo Series 200 - Mid Back Chair	Seating - 01	Approved	[6G 11/13/2018 - 06/26/2020]	https://
130167 Ultimo Series 500 - High Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130168 Ultimo Series 300 - Mid Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130169 Ultimo Series 300 - High Back Chair	Seating - 01	Approved	[GG 11/13/2018 - 06/26/2020]	https://
130170 Comfort Series - Executive High Back Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https://
130171 Comfort Series - Executive High Back Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https:/
130172 Comfort Series - Executive Posture Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	nttps://
130173 Alliance - Desk Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https://
130174 Corsica - High Back Chair	Seating - 01	Approved	[6G 11/14/2018 - 06/26/2020]	nttps://
130175 2528 - Conference Chair	Seating - 01	Approved	[GG 11/14/2018 - 06/26/2020]	https://
130484 Vamp LED Lighting	Office Furniture (GG and Gold)	Approved	[GG 10/12/2018 - 06/26/2020][GOLD 07/11/2019 - 06/26/2020]	nttps://
142821 Metal Heavy-Duty Hangers 145002 Mixx Returling Center	Office Furniture (GG and Gold) Office Furniture (GG and Gold)	Approved	[GG 08/08/2019 - 06/26/2020][GDLD 08/08/2019 - 06/26/2020] [GG 09/24/2019 - 06/26/2020][GOLD 09/24/2019 - 06/26/2020]	https://

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Area	Previously Authorized Dealers
AK Count	4
AL Count	6
AR Count	1
AZ Count	6
CA Count	60
CO Count	7
	, 5
CT Count	_
DC Count	4
DE Count	9
FL Count	27
GA Count	39
HI Count	2
IA Count	11
ID Count	4
IL Count	16
IN Count	9
<b>KS Count</b>	11
<b>KY Count</b>	8
LA Count	4
MA Count	1
MD Count	8
ME Count	2
MI Count	13
MN Count	10
MO Count	
MS Count	14
MT Count	4
NC Count	18
ND Count	6
NE Count	6
NH Count	2
NJ Count	40
NM Count	
NV Count	5
NY Count	15
OH Count	34
	5
OK Count OR Count	5
	86
PA Count	4
RI Count	
SC Count	10
SD Count	9
TN Count	5
TX Count	146
USA Coun	
UT Count	10
VA Count	8
VT Count	2
WA Count	
WI Count	11
WV Count	
WY Count	2
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OASIS BUSINESS SUPP #1035 One Workplace RAY AND ASSOCIATES, INC RED HULA DESIGN Solutions Business Furniture STINSON STATIONERS #500352 STUDLEY & ASSOCIATES SUPPLYMASTER, INC #1038 TECHNOLOGY INTEGRATION GROUP United Corporate Furnishings VQV FURNITURE GROUP BKM Office Environments	ENET FURNITURE EPIC OFFICE FURNITURE, INC EQA OFFICE FURNITURE, ILC HOGUE & ASSOCIATES, INC HOOVER'S COMMERCIAL SERVICES HOPPERS OFFICE & DRAFTING FURN Inside Source KBM Workspace MG WEST COMPANY, INC Miles Treaster & Associates NATIONAL OFFICE OUTFITTERS LLC	AGA STERLING ART AGA-UNIVERSITY ART CENTER INC BIZ 2 BIZ ONLINE Buildig Block Interiors Caliber Office Campbell Keller CONTRACT OFFICE GROUP, INC Core Business Interiors CRI Crider Contract Interiors CRI Crider Contract Interiors	Kyle Office Supply  6  ADMIRAL EXPRESS #P018  1  Facilitec Goodman's DRAFTING EQUIPMENT WAREHOUSE INTERIOR SOLUTIONS NEBS BUSINESS FORMS NORTHERN OFC PRDCTS #1099  6	4
3235 SAN FERNANDO ROAD, #1E, LOS ANGELES, CA 90065 2500 De La Cruz Bivd, Santa Clara, CA 95050 14518 MERIDIAN PKWY, #B, RIVERSIDE, CA 92518 1796 GREEN STREET, SAN FRANCISCO, CA 94123 2351 SUNSET BLVD, #170, ROCKLIN, CA 95765 1108 BAKER STREET, BAKERSFIELD, CA 93305 1161-140 RINGWOOD COURT, SAN JOSE, CA 95131 2433 CROSS CREEK LANE, ESCONDIDO, CA 92025 7810 TRADE STREET, SAN DIEGO, CA 92121 1780 NORTH MARKET BLVD, SACRAMENTO, CA, 95834 611 N CALIFORNIA AVE, PALO ALTO, CA 94301 2111 PORTOIA Rd, #A Ventura CA 93003	28200 HWY 189, ST. N-100, LAKE ARROWHEAD, CA 923520050 7111 GARDEN GROVE BLVD, #223, GARDEN GROVE, CA 92841 915 WALSH AVENUE, SANTA CLARA, CA 95050 7300 FOLSOM BLVD, #103, SACRAMENTO, CA 95826 5159 COMMERCIAL CIRCLE, #C, CONCORD, CA 945208582 8827 ROCHESTER AVENUE, RANCHO CUCAMONGA, CA 91730 985 Industrial Road, Suite 101, San Carlos, Ca 94070 160 W. Santa Clara St, Suite 102, San Jose, CA 95113 TWO SHAW ALLEY, 3RD FLOOR, SAN FRANCISCO, CA 94105 1810 13TH STREET, SACRAMENTO, CA 95811 2123 VIEW CREST GLEN, ESCONDIDO, CA 92026	18871 TELLER AVENUE, IRVINE, CA 92612 267 HAMILTON AVENUE, PALO ALTO, CA 94301 3943 IRVINE BLVD, #285, IRVINE, CA 92602 3494 Camino Tassajara #240, Danville, CA 94506 8719 AIRPORT ROAD SUITE A, REDDING, CA 96002 3041 65TH STREET, #3, PO BOX 277788, SACRAMENTO, CA 95827 1731 TECHNOLOGY DRIVE, #100, SAN JOSE, CA 95110 7910 NORTH INGRAM AVENUE, #102, FRESINO, CA 93722 130 SUTTER STREET, 3RD FLOOR, SAN FRANCISCO, CA 94104 285 E. Imperial Highway, Suite 106, Fullerton, CA 285 E. Imperial Highway, Suite 106, Fullerton, CA	1020 21st Avenue, Tuscaloosa, AL 35401  855-B CLAYTON STREET, SPRINGDALE, AR 72762  4501 E McDowell Rd, Phoenix AZ 85008  1400 East Indian School. Phoenix AZ 85002  835 WEST WARNER, #101-482, GILBERT, AZ 85233  444 WEST FAIRMONT DRIVE, TEMPE, AZ 85282  2000 SO THOMPSON STREET, FLAGSTAFF, AZ 86001  793 SOUTH COLD WATER LANE, DEWEY, AZ 86327	Address  1120 E. 35th Avenue, Anchorage, AK 99508  1320 E. 68th Avenue, Anchorage, AK 99518  100 West Fireweed Lane Anchorage, AK 99503  3909 Artic Blvd. Suite 100 Anchorage, AK 990503  2014 14TH AVENUE SOUTH, BIRMINGHAM, AL 35205  301 SOUTH LEIGHTON AVENUE, ANNISTON, AL 36202  308 LEEMAN FERRY ROAD, HUNTSVILLE, AL 35209  1871 LORNA ROAD AT SON HORVER AL 35209
3239820969 669-800-2500 9515714047 4156065705 916/205-7147 6613237611 4084333876 7607452580 8585661900 916/553-5900 6503214810 805-339-6388	909369275 7148926368 4087193290 9164551515 9256875454 909871724 650-508-9101 408-351-7100 4152844800 916/373-1800 7609139134	9495530101 6503283500 8003385370 925.457.6561 530/225-8677 916/362-0123 4082131790 559/297-6400 4152930715 714.502-4480	864984.521 205/345-5573 4797175289 602-275-0101 602-263-1110 8779337238 8003397538 8002256380 9287725205	DealerPhone 907-777-1500 907-338-4475 907-276-2322 907-771-7600 2059339100 2562373310 2567042877 2058717393
Trevor Croghan Teresa Conger Kristi Rolak Fete Sloan	Kori Vasquez Lela Huenegardt Therese Kingsbury	Drew Chris Cable Craig Campbell Tom Zimmerman Meg Crider	Drew Kyle Ed Cain Adam Goodman	Contact Angela Matson
tcroghan@oneworkplace.com solutionsbusinessfurniture@yahoo.com kristir@ucfinc.com	kvasquez@insidesource.com LelaH@kbmworkspace.com tkingsbury@mtaoffice.com	BCOLLINS@BUILDINGBLOCKINTERIORS.COM chris@caliberoffice.com ccampbell@campbellkeller.com tomz@corebusinessinteriors.com megcrider@cridercontractinteriors.com		Email amaston@capital-office.com www.thinkofficellc.com

DE Count	CT Count	CO Count	CA Count
A Pomerantz & Company Brennan's Office Interiors CFI Corporate Interiors Delaware School & Office EOS Staples Business Interiors WB Mason Workspace Interiors by Office Depot	٠٠ 4	AGA HR MEININGER COMPANY COMPLETE MAILING SOLUTIONS INC COntract Furnishings EVERYTHING FOR OFFICES JUST OFFICE FURNITURE OfficeScapes Peak Office Furniture 7	80
1.23 South Broad St. St. 1260 Phila Pa 19109 620 A St Wilmington De 19801 300 N Market St Wilmington De 19801 Suite 201 223 Lisa Drive New Castle De 19720 PO Box 5046 Wilmington De 19808 117 J&M Drive New Castle DE 19720 100 Springbrooke Blvd Aston Pa 19014 113 Interchange Blvd Newark De 19711 3100 Frost Rd Bristol Pa 19007	PO BOX 188, WINDSOR, CT 06095 121 ROBERTS STREET, #A, EAST HARTFORD, CT 06108 6 CENTRAL ROW, HARTFORD, CT 06103 300 EAST RIVER DRIVE, EAST HARTFORD, CT 06108 111 K Street NE 8th Floor Washington, DC 20002 111 K Street NE, 8th Floor Washington, DC 20002 1818 N Street NW, #510 Washington, DC 20036 35 Sheridan Street, NW, Washington DC 20011	499 BROADWAY, DENVER, CO 80203 3001 S TEJON STREET, ENGLEWOOD, CO 801101316 3115 E 40th Ave, Denver, CO 80205 5601 E STAPLETON DRIVE NORTH, DENVER, CO 80216 6002 BYRD DRIVE, LOVELAND, CO 80538 2506 Zepplin Road, Colorado Springs, CO 80916 2500 W 8th Ave, Denver, CO 80204	13370 Kirkham Way, Poway CA92064 696 East Colorado Blvd, #220 Pasadena CA 91101 23303 La Palma Ave, Yorba Linda, CA 92887 3355 Scott Boulevard, Suite 110 Santa Clara, CA 95054 50 East Greg Street, Suite 112 Sparks, INV 89431 1430 Blue Oaks Boulevard, Suite 150 Roseville, CA 95747 7511 North Palm Bluffs Avenue, Suite 101 Fresno, CA 93711 677 West Palmdon Drive, Suite 101 Fresno, CA 93704 615 North Plaza Drive Visalia, CA 93291 1415 J Street Modesto, CA 95354 2025 Gateway Place Suite 310, San Jose, CA 96 N. 2nd Street, San Jose, CA 95131 2150 N 1st St Suite 100, San Jose, CA 95131 2150 N 1st St Suite 100, San Jose, CA 94544 325 S. Main St. Salinas CA 93901 747 Front St San Francisci, CA 93411 2500 De LaCruz Blvd, San Jose CA 4780 Eastgate Mall, Suite 100, San Diego, CA 92121 9655 Granite Ridge Drive, Ste. 100, San Diego, CA 92121 9655 Granite Ridge Drive, Ste. 100, San Diego, CA 92121 5010 Shoreham Place, Suite 110, San Diego, CA 92122 245 Enterprise St, Suite 100, Escondido, CA 92029 1660 Logan Avenue, Suite 100, San Diego, CA 92113 8807 Clairemont Mesa Blvd., San Diego, CA 92123
215-408-2175 302-325-8190 215-279-9425 302-356-1010 302-96-0652 302-326-0660 610-245-2538 888-926-2766 484-459-0037	8602438991 8602281110 8602182080 8602182080 8605289981 202-469-7620 202-469-7620 202-469-7620 202-332-2434 202-829-4820	3036983838 8888439937 720-956-1515 3037331300 9704939039 719-574-1113 303-825-8260	858-513-6584 626-486-2266 888-909-6724 408-432-5600 775-329-3145 916-786-8005 559-432-3200 559-275-4111 559-651-7979 209-529-6321 408-527-4111 408-527-3200 650-345-9605 831-757-4107 415-230-8206 669-210-6875 (858) 569-4709 (858) 268-1212 (206) 384-7146 (619) 236-0500 (858) 947-7272 (858) 947-7272 (858) 975-1390 (760) 743-4890 (760) 743-4890 (760) 751-2744
Mark Brennan Rick Giles Fred Leone Jamie Kegerise Keith McNally Scott Schantz Sara Jester Sharon Roach	Michelle Loomis Michelle Loomis Michelle SCHWALM Ursula Schneider	Christopher Leach Lee Stapp Linda DeValois	Bobby Crawford Bill Baquet Elisia Chapman Patrick Donlon Terri Plumlee Dennie Moreno Suzanne Byrnes Kellie Reed Stan Bennett Joe Cunningham Blake Brotherson Sandi Jacobs Troy Ocariza Daryl Denny Mark Faylor Maryann McCarthy Milke Spencer Mitch Klipa Parron Hall Heather Pletschett Mike Akin DeLinda Forsythe Anne Benge Todd Noble David Kirian Jerry Sinclair
gack@pomerantz.com Mbrennan@BrennansOl.com rgiles@cfi-knoll.com FredLeone@corporate interiors.com Jamie@DOSFurniture.com kmcnally@eos-tab.com Scott.Schantz@Staples.com sara.jester@wbmason.com Sharon.Roache@workspaceinteriorsod.com	mloomis@moii.com mloomis@moii.com	lstapp@officescapes.com linda@peakoffice.com	csifullmer.com echapman@osbusinessinteriors.com pdonlon@pivotinteriors.com tplumlee@machabee.com dennie@seatsandstations.com sbyrnes@facilitydesigns.com stanbennett@calbennetts.com joec@wardensworks.com bbrotherson@corporate-furniture.com sandi_jacobs@sidemark.com tocariza@wcoffices.com darryl@abettersource.com mfaylor@pbifurniture.com mmaynan.McCarthy@rdi-sf.com mspencer@oneworkplace.com Maryann.McCarthy@rdi-sf.com mspencer@oneworkplace.com mhilipa@bkmsd.com hpletschett@systemsource.com makin@gmbi.net delinda@icssd.com tnoble@allsystemsgofurniture.com abenge@culturasd.com tnoble@allsystemsgofurniture.com david@thinkoi.com jsinclair@boofurniture.com jsinclair@boofurniture.com

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1636 Northeast Expressway 598 Third Street, Macon GA 31201 4343 Northeast Expressway, Atlanta GA 30340 940 W. Broad ST, Athens GA 30601	3127-G Damascus Rd, Augusta GA 30909 6600 Peachtree Dunwoody Rd NE, site 400 Atlanta GA 30328 104 Pine Knoll DR, Carrollton GA 30117	322 North Point Pkwy, #D, Acworth GA 30102 322 North Point Pkwy, #D, Acworth GA 30102 2925 Ledo Road Suite 3, Albany GA 31707	THREE RAVINIA DRIVE, #100, ATLANTA, GA 303462121 471 PARKSIDE TERRACE, SMYRNA, GA 30082 109 A CENTRAL AVE. HINESVILLE, GA 31313	1042 Lynes Ave. Savannah, Ga. 31415 117 North Madison St. Thomasville, Ga. 31792 11442 ALPHARETTA HWY, ROSWELL, GA 30076	2301 Rowland Ave Savannah, Ga. 31404 2870 PLANT ATKINSON ROAD, SMYRNA, GA 30080 120 east 42nd street savannah, ga. 31401	1170 HAYNES BRIDGE ROAD, ALPHAREITA, GA 30004 726 PINE AVE, ALBANY, GA 31701 103 GARDNER PARK, PEACHTREE CITY, GA 30269 3145 AVALON RIDGE PLACE, #150, NORCROSS, GA 300711582 289 CULVER STREET, #A, LAWRENCEVILLE, GA 30045	269 W. DOUGHERTY ST, ATHENS, GA 30601 4350 BALLGROUND HWY, CANTON, GA 30114 1073 C HUFF ROAD, ATLANTA, GA 30318 300 WFSTI AKF BARKWAY ATLANTA, GA 30376	7795 WEST FLAGLER STREET, #35, MIAMI, FL 33144 7795 WEST FLAGLER STREET, #35, MIAMI, FL 33144 4301 emerson st. jacksonville, fl. 32207 110 s. second st. palatka, fl. 32177 121 WEST FORSYTH ST. S. 100 JACKSONVILLE, FL. 32202 3501 Commerce Parkway, Miramar FL 33025	1706 CORNETT PLACE, KISSIMMEE, FL. 342422667  5 WEST FORSYTH ST. S. 100 JACKSONVILLE, FL. 32202  10620 sw 69th terrace OCALA FL. 84476  7706 WEST FOR ST.	4800 T-REX AVENUE, #300, BOCA RATON, FL 33431 1501 nw 80th boulevard gainesville fl 32606 1801 HERMITAGE BOUL. S. 170 TALLAHASSEE, FL 32308	PO BUA SOLOSI, JAKASOWILLE, FI 32255-L030 327 EAST ROYAL PALM ROAD, BOCA RATON, FL 33432 10702 HOOD ROAD SOUTH, #1, JACKSONVILLE, FL 32257 629 WEST BREVARD ST. TALLAHASSEE, FL 32304 1119 Florida Ave Lynn Haven, Fl. 32444	200 SOUTH ANDREWS AVENUE, #700, FORT LAUDERDALE, FL 333011864 5805 BARRY ROAD, TAMPA, FL 328917245 470 NE 167TH STREET, NORTH MIAMI BEACH, FL 33162 1401 S. MONROE ST. TALLAHASSEE, FL 32301 8409 BAYMEADOWS RD. JACKSONVILLE, FL 32256 8409 BAYMEADOWS RD. JACKSONVILLE, FL 32256	531 TRIUMPH COURT, #5, ORLANDO, FL 32805 1000-C NW 56TH STREET, FT LAUDERDALE, FL 33309 655 WEST FULTON STREET, #11, SANFORD, FL 32771 3030 Powers Ave. S. 101 Jacksonville, FL 32207
404-679-8999 478-765-1515 770-493-8200 706-543-1320	706-737-3014 678-837-3056 770-834-4436	770-781-9572 678-574-9805 229-439-7418	9999999999 6789086018 912-238-0222	912-232-7500 229-224-9924 7709984899	912-429-7488 4048727280 912-238-0539	7704425555 2294364804 7704866431 6785271050 8887242531	7065480656 7707218200 4043559493 8009340155	305415230 3054152200 904 353-4020 800-822-2979 904-858-9918 954/499-6677	904-737-5858 904-737-5858 352-208-5311	5612373300 352-332-1192 850-241-1750	9044213899 8773775435 9042924400 850-536-0888 850-527-5057	9546846773 8138860580 3059457377 850-224-9476 904-731-0063	4075236440 9544920020 8882583436 904-733-0182
Tony Nelson Bruce Johnson John Pidgeon Todd Fowler	John Mayo Bill Holwerda Scott Duncan	Tammy Owen Gaye Arthur	APRILL Burriss	david culverhouse Roger Harrell	Joe Conners Heather Lott			Mark Chappell Linda McCLARNEY SARAH BERMUDEZ	VINCE MCCORMACK RAY ROGERS	David Salter THOMAS CURRY	Chris Kearney Lajoyce Leitz	Shirley Bilbo CHRIS SCULLY	Sylvia Crosby
tnelson@ceorga.com bruce@commercial-furnishings.com john.podgeon@c-w-c.com tfowler@folcoinc.com	sales@abinc.net bill.holwerda@staples.com scott.duncan@coec.com	gaye.arthur@adventbi.com	april@vipoffice.com	david@officeservicessav.com roger@ponders.com	jlconners@mason-inc.com heather@natoffsys.com			mchappell@tosinc.com WATTLES@BELLSOUTH.NET SBERMUDEZ@WORKSCAPES.COM	VINCE.MCCORMACK@PERDUEOFFICE.COM RAYROGERS@RKROFFICEFURNITURE.COM	dsalter@oec-fl.com TCURRY@OFFICENVIRONMETS.COM	ckearney@ifsbi.com lleitz@leitzofficeproducts.com	sbilbo@eofinc.com CSCULLY@FOIUSA.COM	sylvia@budgetofficeinteriors.com

FL Count

IL Count		IA Count	GA Count
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STOCKS OFFICE FURNITURE WRONA BROS, INC #5030 Corporate Concepts S. Stein & Co. SEAATS 16 Business Furnishings Business Furniture CIRCLE OFC SUPPLIES #3037 Commercial Works, Indianapolis DENTEX SYSTEMS Educational Spaces OFFICE SPLY COMPANY #3072	ARTHUR P O'HARA, INC DESKS, INC Egyptian Business Furniture FORWARD SPACE, LLC FORWARD SPACE, LLC HENRICKSEN & COMPANY, INC INTERIORS FOR BUSINESS Louer Facility Planning Midwest Office Midwest Office Interiors Resource One	ALL MAKES OFFICE INTERIORS ALL MAKES OFFICE INTERIORS KOCH BROTHERS LINCOLN OFFICE SAXTON INC DESIGN GROUP SG OFFICE PLANNING GROUP, IOWA STOREY-KENWORTHY CO #285 TALLGRASS BUSINESS RESOURCES TRIPLETT COMPANIES WALKER'S OFFICE SPLY #5056 WORKSPACE, INC #285 11 Sprague Solutions Business Interiors of Idaho PaperClips A'Mor Porters Office Products 4	A Franklin McNeal Impact Office Interiors A Malone Office Environments A Center Office Systems DBA National OS A McGarity's A National Furniture Liquidators LLC A Office Creations A State Office Purniture Creative Office Design Inc. Contract Business Interiors Inc A Milton-Jones Co.  39 Corporate Environments International Office Pavillion
602 SOUTH COUNTRY FAIR DRIVE, CHAMPAIGN, IL 61821 205 EAST CHICAGO STREET, ELGIN, IL 60120 205 W. Wacker Drive Suite 2300 Chicago, IL 60606 1334 N Kostner Ave, Chicago, IL 60651 56 W Lake Street Suite 100 4102 Meghan Beeler Court, South Bend, IN 46628 8421 Bearing Drive, Ste 200 East, Indianapolis, IN 46268 2222 PROFIT DRIVE, INDIANAPOLIS, IN 46241 255 South Post Rd., Indianapolis, IN 46219 5360 W 84TH STREET, INDIANAPOLIS, IN 46268 620 E. 18th St., Muncie, IN 47302 471 SPRING STREET, JEFFERSONVILLE, IN 471311148	2801 CENTRE CIRCLE DRIVE, DOWNERS GROVE, IL 60515 225 WEST OHIO STREET, #500, CHICAGO, IL 60654 129 WEST Main Street, Belleville, IL 62220 13820 W BUSINESS CENTER DRIVE, LAKE FOREST, IL 60045 1142 NORTH BRANCH STREET, CHICAGO, IL 60642 1101 WEST THORNDALE AVENUE Itasca, IL 60143 409 NORTH RIVER STREET Batavia, IL 60510 1604 Eastport Plaza Dr., Suite 100, Collinsvile, IL 62234 3700 W Wabash Ave, Springfield, IL, 62711 10330 ARGONNE WOODS QR, #600 Woodridge, IL 60517 321 East Adams, Springfield, IL, 62701	11291 AURORA AVENUE, URBANDALE, IA 50322 500 E COURT AVE SUITE 150, DES MOINES 50309 325 GRAND AVE, DES MOINES, IA 50309 1026 MOUND STREET, DAVENPORT, IA 52803 600 3R0 STREET SE, #300, CEDAR RAPIDS, IA 524012010 3804 DOUGLAS AVENUE, DES MOINES, IA 503103651 309 LOCUST STREET, DES MOINES, IA 503103651 309 LOCUST STREET, DES MOINES, IA 50322 1109 WEST BROADWAY, FAIRFIELD, IA 52526 309 LOCUST STREET, DES MOINES, IA 50322 109 WEST BROADWAY, FAIRFIELD, IA 5256 309 LOCUST STREET, DES MOINES, IA 50308 615 W. Hays St., Boise, ID 83702 176 S. Capitol Blvd Boise, ID 83702 8491 W. Elisa Street Boise, ID 83709 1050 N. 2nd Street , Rexburg, ID 83440	5950 Shiloh Road East, #J Alpharetta GA 30005 222 Meriwether Street, Griffin GA 30224 1345 13th Ave, Columbus GA 31901 120 east 42nd street savannah, ga. 31401 870 Grove Street, Gainesville GA 30501 2865 Log Cabin Drive, Smyrna GA 30080 305 Shawnee North Drive Suite 700, Suwanee GA 30024 3562 Tewksbury Dr., Snellville GA 30039 2146 Roswell Road, Suite 108-857 Marietta GA 30062 3455 North Desert Dr. Bldg 3 ste103 East Point GA 30344 1325-A Oakbrook Dr. 841 Bishop St. Suite 1188 Honolulu, HI 96813 1600 Kapionlani Blvd. 17th Floor Honolulu, HI 96814
2173591661 8477424296 630.652.4059 312.649-7146 312-768-4250 574.243.3255 317.216.1600 3172487900 317.710.0888 3179252500 765.286.9041 8122835523	6307865454 3123343375 618-234-2323 3125635226 3129421100 630.250.9090 630.761.1070 618-344-9610 217-753-5555 630.850.8700 217-753-5742	515/282-2166 515-282-2166 800.944.5624 309/736-0101 319/365-6967 515/288-3243 800.373.9211 515-270-9150 6414722131 515/288-7090 208-331-7737 (208) 384-5050 208-376-2547 208-356-4616	770-781-9572 770-228-0706 706-322-2513 912-238-0539 770-536-9852 404-872-7280 678-714-7474 770-597-1518 770-310-0671 404-684-0800 770-649-9006 808-237-6001 808-237-6001
Ryan Zerante Cyd Stein Mark Macheca Bill Grace Todd Hartman Matt Simmons	Kevin Baltz Ellen Putnam Pat Gosselin Jane Louer Steve DeMarco David Clutts Cindy Davis	KELLY COENEN KEN KAHRS david TOM TRIPLETT TOM TRIPLETT Mark Heath Steve Johnson Boyd Cook	Steve Hurd Mark Miliam Sam Buracker April Galloway Will Hudson Rick Robillard Joy Mitchell Tim Moore Jann Bremmeman Stephen Gamble Trish Coffel
rzerante@corpconc.com cstein@ssteincompany.com  MMacheca@business-furnishings.net graceb@businessfurniture.net Thartman@commercial-works.com matt@edfurn.com	e.putnam@henricksen.com Pgosselin@interiorsforbusiness.com dclutts@midwestofficeinc.com	www.spraguesolutions.com www.businessinteriorsidaho.com www.paperclipsamor.com www.portersofficeproducts.com	steve.hurd@franklinmcneal.com mmilam@impactofficeinteriors.com sburacker@maloneoffice.com april@natoffsys.com whudson@mcgaritys.com rickrobillard@nfflinc.com accounting@officecreations.com timmoore@stateofficefurniture.com jbrenn2@comcast.net stepheen@contractbusinessinteriors.com tcoffel@mintonjones.com

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2125 MARSHALL COURT, SAGINAW, MI 48602 2737 EAST CORK STREET, KALAMAZOO, MI 490489668 10841 PAW PAW DRIVE, HOLLAND, MI 49424 48700 Grand River Avenue, Novi, MI 48374 28970 Cabot Drive, Suite 200, Novi, MI 48377 28000 Woodward, Royal Oak, MI 48067 3063 Breton Road SE, Grand Rapids, MI 49512 2615 Temple Street, Muskegon, MI 49444 2595 BELLINGHAM, TROY, MI 48083 2175 E. West Mapie Road, Commerce Twp, MI 48390 1101 WEST HAMMOND ROAD, #200, TRAVERSE CITY, MI 49686 4633 PATTERSON SE, #A, GRAND RAPIDS, MI 49512	2305 Brompton Circe Olney, MD 20332 2399 JESSUP ROAD, JESSUP, MD 20794 10810 Guilford Rd Suite 101 Annapolis Junction, MD 20705 4692 MILLENNIUM DRIVE, #420, BELCAMP, MD 210171535 115 West Street Suite 301 Annapolis, MD 21401 1776 E. JEFFERSON STREET, ROCKVILLE, MD 20852 5350 46TH AVENUE, HYATTSVILLE, MD 20781 8800 Lottsford Rd Largo, MD 20774 30 DANFORTH STREET, #105, PORTLAND, ME 04101 869-873 MAIN STREET, WESTBROOK, ME 04092	257 E. Short St, Lexington, KY 40507 1700 S. 5th Street, Louisville, KY 40208 117 N. Main Street, Elizabethtown, KY 42701 1263 EAST NEW CIRCLE, #180, LEXINGTON, KY 40505 816 E Broadway, Louisville, KY 40204 627 Broadway St, Paducah, KY 42001 116 SOUTH MAPLE STREET, WINCHESTER, KY 40391 65 Cummings Drive, Suite A, Walton, KY 41094 273 PLAUCHE STREET, NEW ORLEANS, LA 70123 9322 Interline Ave, Baton Rouge, LA 70815 2010 ENTERPRISE BLVD, LAKE CHARLES, LA 70606 320 7th St. Lake Charles, Louisiana 70601 100 HUNTINGTON AVENUE, BOSTON, MA 02116	12000 Exit 5 Parkway, Fishers, IN 46038 7301Woodland Drive Indianapolis, IN 46278 4119 SW SOUTHGATE DR, TOPEKA,KS 66609 8343 MELROSE DRIVE, LENEXA, KS 66214 107 SW 6TH STREET, TOPEKA, KS 66603 135 SOUTH STH STREET, SALINA, KS 67401 125 S WASHINGTON, SUITE 200, WICHITA, KS 67202 10930 LACKMAN ROAD, LENEXA, KS 66219 960 SOUTH RANGE, COLBY, KS 67701 14720 WEST 105TH STREET, LENEXA, KS 66215 1927 SOUTH WEST STREET, WICHITA, KS 672770606 14950 WEST 86TH STREET, LENEXA, KS 66215 601 WEST DENNIS, OLATHE, KS 66061
248-42-0100 810-423-7600 616-428-6322 6163966554 248-213-3010 248-553-0836 248-399-1600 616-957-2320 231-733-0604 248-235400 248-688-0077 616-540-1713 616-540-1713	301-455-6635 4107990580 301-317-4250 8776387641 410-280-3974 3017700500 2402600661 301-333-4166 207/571-9889 207/571-9889 207/774-4900	859.294.9328 502.562.9255 270.755.6171 8592785454 502.589.8400 270.443.8461 8597444785 8597444785 859.485.7065 5047343072 22592656 3374391313 337-494-6200 8779293247	317.577.3510 31763213 785-267-8100 785/233-2078 316/262-1417 913-599-4700 785/462-2222 913/894-8900 913/894-8900
Greg Ballard Lana Voelker Steve Cojei Greg Gozdor Joel Miller  Douglas Brown Bruce Bullard Joe Marx Joe Marx	Laura Dragos Hans Edwards Patricia Burnham Jeff Stovall	3328 David Ware 3255 Michael Morris 51.71 Brian Kerr 454 8400 George Bell 8461 Rebekah Schnuck 785 7065 Mark Edwards 2259265000 Richie Schega 313 6200 Sean Douget	3510 Dan Morris 3176321360 Ken Smogor 8100 BETH ANNE BRANDEN 2078 1417 4700 2222 48900 8900
gregb@choiceoffice.com lvoelker@custerinc.com scojei@icoffices.com greg@interior-image.com greg@interior-image.com jmiller@iscginc.com dbrown@isofficefurniture.com bruce@ofsonline.com joe.marx@marxmoda.com joe.marx@marxmoda.com	lauradragos@allsourceinteriors.com hans@edwardsandhill.com patricia@pbi-inc.com jeffs@usbionline.com	dware@cgconcepts.net MMorris@ID-A.com bkerr@kerrog.com Gbell@oriusa.com rschnuck@petter-business.com mark.e@tomsextonfurniture.com rschega@frost-barber.com sdouget@lcos-furniture.com	dmorris@officeworks.net k.smogor@office3sixty.com

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Reporter Big Sky Office EMPIRE OFC MACHINES #1062	Missoula's Office City	SULLIVANS OFFICE SUPPLY, INC	STATIONERS, INC	OFFICE PRODUCTS PLUS	OFFICE INNOVATIONS	DEFICE ENVIRONMENTS	MAINSPACE DEFICE SCHOOL PRODUCTS	MAGNOTIA STATE SCHOOL BRODUCTS	DAWKINS DEFICE SUPPLY	COMMERCIAL BUSINESS INTERIORS	C&C OFFICE SUPPLY COMPANY, INC	BUSINESS FURNITURE SOLUTIONS	ANDERSON RETAIL, INC	Southern Business Furnishings	Craft Office Plus	G	Marathon Building Environments	HERNEY OFC PRODUCTS #231	TIEBNIEV OF BRODING #321	RANGEL DISTRIBUTING #317	POE, Professional Office Enviroments	PMI COMPUTER SUPPLIES #340	Office Essentials	Modern Business Interiors	Interior Investments	Inside the Lines	INDOFF, INCORPORATED	FOUR STATE OFC PROD #1092	Facilitec Corporate Furnishings	EXCEL OFFICE SUPPLY #1098	ENCOMPAS	DOTS OFFICE PRODUCTS #4020	CONTRACT FURNISHINGS	Color Art	CI Select	CAVENERS HBRARY & #1087	BLIGINESS SYSTEMS ASSOC (BSA)	Affinity Office Furniture	ADMIRAL EXPRESS INC #P018		STAPLES	Prevolv	NORTHERN BUSINESS PRODUCTS	I-SPACE	INTEREUM	HENRICKSON	FLUID INTERIORS	BECKLEYS	ATMOSPHERE	Innovative Office Solutions	ω
724 1st Ave. North Billings, MT 59101 821 NORTH LAST CHANCE GULCH, HELENA, MT 59601	115 W Broadway Missoula MT 59807	204 MAIN STREET, STARKVILLE, MS 397601007	842 COMMERCE STREET, JACKSON, MS 39201	209A PARK COURT, RIDGELAND, MS 39157	834 WILSON DRIVE, #C2, RIDGELAND, MS 39157	100 FAST CAPITOL STREET #2 JACKSON MS 39201	184 RAWI'S SPRING LOOP ROAD HATTIESBURG MS 39407	COMBANY INC COLLINABLE MC 307050809	221 MAIN STREET GREENVILLE MS 38701	6927 US HIGHWAY 49 NORTH, HATTIESBURG, MS 39402	257 CAILLAVET STREET, BILOXI, MS 39530	885 LIBERTY ROAD, #100, FLOWOOD, MS 39232	PO BOX 16055, HATTIESBURG, MS 39404	PO Box 821005, Vicksburg MS 39182	2301 Terry Rd, Jackson MS 39204		1715 Paris Rd. Columbia, MO 65201	11614 Dep 5 miles Drive St. Levis NO 63146	3612 W. Truman Blvd., Jefferson City, MO 65109	1327 ST LOUIS AVENUE, KANSAS CITY, MO 64101	222 Millwell Drive, Maryland Heights, MO 63043	10407-A BAUR DRIVE, SAINT LOUIS, MO 631321904	1834 Walton Road, St. Louis, MO, 63114	1023 Portwest Dr., St. Charles, MO 63303	9 Sunnen Drive, Suite 100 St. Louis, MO 63143	100 E. Texas Ave, Columbia, MO 65202	11816 LACKLAND ROAD, ST LOUIS, MO 63146	327 SOUTH MCGREGOR, CARTHAGE, MO 64836	11550 Page Service Drive, #100 St. Louis, MO 63146	513 SOUTHWEST BOULEVARD, KANSAS CITY, MO 64108	1512 GRAND BLVD, KANSAS CITY, MO 64108	1010 EAST 18TH AVENUE, NORTH KANSAS CITY, MO 64116	3129 MAIN STREET, KANSAS CITY, MO 64111	1325 N Warson Boad St Jouis MO 63132	11840 Westline Industrial Drive. Suite 100. St. Louis, MO 63146	108 NORTH CEDAR STREET NEVADA MO 647722363	230 SOVEREIGN OT MANICHESTER NO 63071	3355 SOLITH HANLEY BOAD STILOUIS NO 63177	1122 NORTH ILLINOIS AVENUE, JOPLIN, MO 64801		1233 West County Road E	2635 University Ave West	2326 WEST SUPERIOR STREET, DULUTH, MN 55806	811 Glenwood Ave N, MPLS	845 Berkshire Lane North, PLYMOUTH MN	1101 West River Parkway, MPLS	100 NORTH 6TH STREET, #100A, MINNEAPOLIS, MN 55403	125 Woodlake Drive SE, ROCHESTER	81 South Ninth Street, Suite 350, MN	151 East Cliff Rd, #40, Burnsville MN 55337	
406-248-7881 4064428890	406/543-7171	6623238135	6019483622	6018982600	6016641850	6013550313	6012974848	667378888	6623325448	6012689998	2284320477	6014200912	6015457198	601-487-8585	601-372-7901		573-875-7115	314 747 5718	5/3-634-31//	8168427933	314-621-0606	3149943050	314-432-4666	636-946-2500	314-300-5900	573-234-0778	3149971122	4173589491	314-428-4900	8164213191	816-300-1122	8162218292	800-824-1878	314-432-3000	314-909-1990	4176672345	000000000	31/7910000	4177812343				2187260167		763/417-3300		6127468745	507/282-8659	612/343-0868	952-808-9900	
Frank Cross	Gree Luctoraff													Tina Johnson	Jimmy Craft		Frank Sovich		Dan Eiken	1	Jennifer Klaverkamp		Chris Fortune		Zach Mabery	Brad Eiken		c	Georgina Randazzo				Citi Series in Citi Series	Christine Hoffman	Stacev Wellen			Don Corwin			Dick Muenich	John Ewine		Aaron Eggert	Lori Van Hulzen	Tim Miller	Shawn Wilson	Greg Schliesman	Dana Lair	Becky Goetz	
	www.missoulasofficecity.com																fsovich@marathonbe.com								zmabery@interiorinvestments.com			6	grandazzo@facilitec-stl.com												Richard.Muenich@Staples.com	jewine@prevolv.com		aeggert@ispacefurniture.com	ivanhulzen@intereum.com	t.miller@henricksen.com		greg@beckleysinc.com	dana.lair@atmosphereci.com		

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856-488-2100 609-512-736 732-438-1244 732-283-935 732-332-9021 856-845-2234 973-795-6402 973-335-7725 908-664-3301 302-356-1010 609-935-0180 908-252-6057 800-931-0027 609-518-9880 609-538-8800 732-667-5151	7012253213 701-282-6570 701-223-9595 402.341.2413 402.896.5520 402.991.7471 402.484.7500 402.393.8888 308.382.8026	4067569499 9105097279 9104837000 3366324202 9198334677 9198327663 7045988971 0000000000 8007992363 70448471329 9199815811 9106730633 7045361300 7047147200 9106926631 7045257912 9195988454 7045221968
Jack Isreal Mike Swiich Mickey Spooner ROBERT PFISTER JOHN GREENE LOUIS MENGES Anthony Bellia Jr BRIAN EFFRON JOHN GARDNER MICHAEL BLAU Fred Leone Joe Lennon Jr DON KOLTERIAHN Robert Alexander Jr Laura Hollingsworth Brett Margulis JACKIE ORLANDO	Roger Christianson Paul Hanmaher doug Norby John Richardson Joe Woodmansee DOUG SCHURING MARCO LADE	
AOFUTNE INTERCOLOR  AOFUTNE BADLECOM  Mickey@allistateofficeint.com  RPFISTER@ARBEE.NET  JGREENE@AOF.COM  LOU@BAYSHOREOFFICEINTERIORS.COM  akbellia@bellia.net  BEFFRON@BFIFURNITURE.COM  JGARDNER@BEFURNITURE.COM  MBLAU@CFHOFFICE.COM  FredLeone@corporate-interiors.com  jlennonjr@cbs-nj.co m  DKOLTERIAHN@DANKER.COM  balexander@gablanco.com  lholling@impactoffice.com  brett@icifurniture.com  brett@icifurniture.com	roger@cbfplus.com phannaher@hannahers.com doug@norbys.com www.businessessentials.biz	

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AGA WILSON ART STORES, INC.  American interiors  American interiors  APG  ATLAS BLUEPRINT & SUPPLY	AGA AI FRIEDMAN & COMPANY AGA ART GROUP AMERICA (CORP) AGA HYATT'S GRAPHIC SUPPLY CO GAYLORD BROS, INC-DIV OF DEMCO MERKEL-DONOHUE, INC MILLINGTON LOCKWOOD, INC ONE WAY FURNITURE, INC SECRET PRICES TALAS #5079 Lee Distributors Focus Interior Products	HENRIKSEN BUTLER NEVADA OFFICE PLUS RENO BUSINESS INTERIORS, INC S Evensonbest LLC POD Group Enterprises Waldners Business Environment Accent Commercial Furniture	5	Ó	JOHNSON BUSINESS PRODUCTS & INTERIORS MACO NICKERSON NJ INC Office Furniture Systems Source One Furniture STAPLES Staples Business Interiors Tri Furniture Design WB Mason
11367 WILLIAMSON RD., CINCINNATI, OH 45241 302 South Byrne Rd. Bldg. 100, Toledo, OH 43615 1001 Lakeside Ave. E., Suite 150, Cleveland, OH 44114 310 Culvert Street #400, Cincinnati, OH 45202 374 WEST SPRING STREET, COLUMBUS, OH 43216	44 WEST 18TH STREET, NEW YORK, NY 10011 44 WEST 18TH STREET, NEW YORK, NY 10011 910 MAIN STREET, BUFFALO, NY 14202 PO BOX 4901, SYRACUSE, NY 132214901 106 DESPATCH DRIVE, #J., EAST ROCHESTER, NY 14445 3901 GENESEE STREET, #800, BUFFALO, NY 142251310 535 BROADHOLLOW ROAD, #A-7, MELVILLE, NY 11747 2B SHORE PARK ROAD, GREAT NECK, NY 11023 20 WEST 20TH STREET, 5TH FLOOR, NEW YORK CITY, NY 10011 519 State Route 515, Vernon NJ 07462 47 Russo Place, Bereley Heights, NJ 07922	241 WEST CHARLESTON, #103, LAS VEGAS, NV 89102 3220 EAST CHARLESTON BLVD, LAS VEGAS, NV 89104 427 RIDGE STREET, #D, RENO, NV 89501 641 6th Avenue, 6th Floor, New York NY 10011 54 Sarah Drive, Farmingdale, NY 11735 125 Route 110, Farmingdale NY 11735 3 Interstate Avenue, Albany NY 12205	800 20th Street, NW, Albuquerque NM 87104 \$900 MIDWAY PARK NE, ALBUQUERQUE, NM 87109 301 NORTH CANAL, CARLSBAD, NM 88220 Farmington NM Albuquweque, NM 1645 D Street, Sparks NV 89431 6645 EQUITH TENNYA WAY #44E LAN VECAS NV 80433	5104 Oakwood Blvd Mays Landing NJ 08330 3622 Kennedy Road, South Plainfield NJ 07080 519 State Route 515, Vernon NJ 07462 885 County Route 33, Freehold NJ 07728 1653 State Route 27, Edison NJ 08817 47 Russo Place, Bereley Heights, NJ 07922 957 Route 33 west, Monroe NJ 08831 445 Highway 202 S, Flemington NJ 08822 439 South Main Street, Phillipsburg, NJ 08865	301 GREENWOOD AVE MIDLAND PARK NJ 07432 1000 KENNEDY BLVD UNION CITY,NJ 07087 92 W FRONT ST KEYPORT NJ 07735 5 Gaskill Ave Trenton NJ 08610 100 Springdale Rd Cherry Hill NJ 08003 45 CEDAR LANE ENGLEWOOD,NJ 07632 100 Springbrooke Blvd Aston Pa 19014 575 Rt 70 2nd Floor Brick NJ 08723 350 Commerce Drive Egg Harbor Township NJ 08234 151 Heller Place Bellmawr NJ 08031 153 SECAUCUS ROAD, SECAUCUS NJ 07094 21 COMMERCE DRIVE CRANBURY NJ 08512 3011 Erost Bd Rristol Da 19007
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Steve Essig Steve Essig Jeff Schultz	Jim Lancellotti Peter Markham	Sal Picano Miriam Castillo Jeff Sanders	Preston Smith Sarah Washburn Steve Purcell	Barry Goff Robert Torregrossa Jim Lancellotti Gary Linnett Tony Cantalupo Peter Markham Michael Cohn Evelyn Shallo Donna Schaare	STEVE GERSZBERG RICHARD REISSMAN STEPHANIE KELLER Larry Mosovich Jesse Domeracki SEAN MC CABE Scott Schantz Mordechi Marc Ort Nick Faragasso Bryon Leoplod STEFANIE LEONARD CRISTINA HALL Shard Pooch
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AAA Business Solutions Advanced Office Environments AFFORDABLE OFFICE FURNITURE Alpha Office Supply ATD Capitol Automation Aids Inc Bellia Office Furniture Benjamin Robert's LTD BMC Office Furniture Brennan's Office Interiors Business Interiors by Staples CFI CFI Legigh Valley	OFFICE EXCHANGE ONW, INC TOTAL OFFICE INTERIORS, INC Northwest Office Interiors SmithCFI 5 A Pomerantz & Company		Continental Office Dupler Office Dupler Office PAT CATALOG COMM FURN & EQUIP Friends Office Source FURNITURE WHOLESALERS, LLC GWS FF&E LLC KIKS OFC PARTINERS #1079 Loth, Inc. Loth, Inc. Loth, Inc. Ohio Desk RSFI SCHOOL OUTFITTERS SCHOOL OUTFITTERS SHIPLEYS OFC SPLY #4009 THE BRADLEY COMPANY WB Mason American Interiors Contract Source Grp King Business Int RJE-Cincinnati NBS-NAVIGATING BUSINESS SPACE SeaGate Office Products Dupler Office Indoff Decorration Den Interiors Tom Sexton & Associates Furniture Solutions American Interiors Tom Sexton & Associates Furniture Solutions American Interiors Tom Sexton Massociates Furniture Solutions American Interiors Tom Sexton Associates Furniture Solutions
500 Glass Rd, Pittsburgh PA 15205 160 Quaker Lane Malvern Pa 19355 2375 Route 70 West Cherry Hill NJ 08002 4950 Parkside Ave #500 Philadelphia Pa 19131 93 Old York Rd Suite 310 420 Babylon Rd Suite B Horsham Pa 19044 1047 N Broad St Woodbury NJ 08096 240 North Prince St Lancaster Pa 17603 320 E Gibson St Scranton Pa 18509 1045 Andrew Drive Ste -2 West Chester Pa 19380 100 Springbrooke Blvd Aston Pa 19014 2129 Chestnut St Phila, PA 19103 1042 Hamilton St Allentown, Pa 18101	630 GARFIELD, EUGENE, OR 97402 4342 NE FAILING STREET, PORTLAND, OR 97213 1210 13TH STREET SE, SALEM, OR 97308 12400 SE Freeman Way Suite 105 Milwaukie, OR 97222 620 NE 19th Ave. Suite 225 Portland, OR 97232 123 South Broad St St 1260 Phila Pa 19109	4020 WILL ROGERS PARKWAY, #800, OKLAHOMA CITY, OK 73108 1823 NORTH YELLOWOOD, BROKEN ARROW, OK 74012 1233 SOVEREIGN ROW, OKLAHOMA CITY, OK 73108 PO BOX 2257, STILLWATER, OK 74076 6209 SOUTH 107TH EAST AVENUE, TULSA, OK 741331613	2601 Silver Dr., Columbus, OH 43211 330 W. Spring St., Ste. 150, Columbus, OH 43215 330 W. Spring St., Ste. 150, Columbus, OH 43215 2300 Bright Rd., Findlay, OH 45840 8870 DARROW ROAD, #F106, TWINSBURG, OH 44087 9823 CINCINNATI DAYTON ROAD, WEST CHESTER, OH 45069 13676 YORK ROAD - UNIT 1, NORTH ROYALTON, OH 44133 3574 East Kemper Road, Cincinnati, OH 45241 855 Grandview Avenue, Cleveland, OH 43215 1122 Prospect Avenue, Cleveland, OH 44115 401 E. Wilson Bridge Rd., Worthington, OH 43085 3736 REGENT AVENUE, CINCINNATI, OH 45212 10 NORTH FOSTER STREET, NORWALK, OH 448570030 5164 SINCLAIR RD, COLUMBUS, OH 43229 12985 Snow Road, Cleveland, OH 44130 302 S. Byrne Road, Toledo OH 2 Corporation Center, Broadview Hts. OH 6155-D Huntley RD, Columbus OH 6155-D Huntley RD, Columbus OH 6155-D Huntley RD, Columbus OH 61910 Airport Highway, Suite 5, Holland OH 330 West Spring Street #150 640 Lloyd St., #5, Hubbard, OH 6910 Airport Highway, Suite 5, Holland OH 1329 East Kempler Road, Columbus OH 1329 East Kempler Road, Columbus OH 1320 Sast Kempler Road, Cincinnati OH 330 Sast Kempler Road, Cincinnati OH
412-489-1360 610-993-3450 856-488-2100 215-226-2690 888-233-2378 800-234-2790 856-845-2234 717-291-1001 570-344-1295 610-251-2331 215-245-2429 215-279-1420 610-434-7236	(503) 785-1515 (503) 226-4151 215-408-2112	4059426060 9182494000 4059475676 4053725555 9182548055	614.282.5020 614.282.5020 614.282.5640 8667028473 800.427.1704 8777099700 8004390734 4408848000 513.554.4900 614.487.4000 513.56541 419660527 614.880.9111 5133866541 419660527 6148476020 888-WB-MASON 419-481-9273 216-351-7575 614-430-0020 513-641-3700 419-662-2040 419-861-6161 614-227-5640 330-534-2310 419-345-7069 740-319-8890 513-839-6008 419-481-9262 513-839-6008
Gary Shoemaker Jack Isreal Carmine Soto Bill McDonough Maury Millison Anthony Bellia Jr Rob Bomberger Michael McHale Mark Brennan Scoot Schantz Mike Yekenchik Beverley Kahler	Steve Weber Jeff Iwasaki Holly Gack		Lisa Welch Brandon Dupler Sue Sexton  Angie Clayton Angie Clayton Jim Mullane Jill Phillips  John Quinones Kathie Funk Dave Szomoru Darla King Kevin McKierman Jackie Freshour Karen Slawinski Brandon Dupler Frank Turco Carolyn Beyersdorf April Guthridge Linda Fry Cindy Banyas Jeff Brock
gshoemaker@AdvancedOffuceEnv.com AOFurn@aol.com carmine.soto@alphaos.com wmcdonough@atd.com mmillison@AutomationAldsinc.com akbellia@bellia.net rob@benjaminrobertsitd.com michael@bmcofficefurniture.com Mbrennan@BrennansOl.com Scott.Schantz@Staples.com myekenchik@cfi-knoll.com beverley@cfilv-knoll.com	www.nwofficeinteriors.com www.smithcfi.com eack@pomerantz.com		welch@continentaloffice.com  DuplerB@dupleroffice.com  Sue@friendsoffice.com  Aclayton@lothinc.com  Aclayton@lothinc.com  Aclayton@lothinc.com  JMullane@ohiodesk.com  JMullane@ohiodesk.com  Jill@rsfi.com  dzomoru@contractsource.com  kfunk@aminteriors.com  dzomoru@contractsource.com  drinking@kbiinc  kmckiernan@rjecincy.com  krokiernan@rjecincy.com  JFreshour@yournbs.com  drinking@bdinc.com  klawinski@seagateop.com  brank.turco@indoff.com  cbeyers1@gmail.com  APRIL.G@TOMSEXTONASSOCIATES.COM  linda@furnituresolutionsftw.com  E CBanyas@Aminteriors.Com  brock@lothinc.com  brock@lothinc.com

וסם נס סטנוני				PA Stotz & Fatzinger	PA Stone Office Inc	PA Sprectrum	PA Source One Furniture		PA Quality Offic	PA Pulman Interiors		PA Premier Office Solutions																		PA Kershner Office F				PA Indoff Cenral Pa	PA Indoff Capital Region		PA Franklin Interiors						PA Egranlunding					PA Corporate Interiors			PA Commonwe	DA COECO
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1 Sexton Road, Pittsburgh, PA 15136	142 Montgomery Ave Bala Cynwyd Pa 19004	102 W. Franklin St Steelton Pa 17113	415 WEST THIRD STREET, WILLIAMSPORT, PA 17701	PO Box 549 Easton Pa 18042	321-327 Pear St Scranton Pa 18505	1003 West 9th Ave King of Prussia Pa 19406	100 Springdale Rd Cherry Hill NJ 08003	757 Route 113 Souderton Pa 18964	2699 South Queen St York Pa 17402	1143 Capouse Ave Scranton Pa 18509	1011 West Market St York Pa 17404	601 Davisville Road Willow Grove Pa 19090	BEADE STREET, PO BOX 30, PLYMOUTH, PA 18651	501 FULLING MILL ROAD, MIDDLETON, PA 17057	5335 Progress Blvd., Bethel Park, PA 15102	101 Poplar St Scranton Pa 18509	924 Marcon Blvd Suite 102 Allentown, Pa 18109	1009 Tuckerton Court Reading Pa 19605	8220 State Route 405 Milton Pa 17847	500 Pine St Holmes Pa 19043	104 BRIAN WAY, PHOENIXVILLE, PA 19460	1500 Grundy Lane Bristol Pa 19007	133 POST OAK DRIVE, BEAVER FALLS, PA 15010	22 Creek Circle Boothwyn Pa 19061	739 E Elm St Conshohocken Pa 19428	1207 Atherton St State College PA 16801	31 Friends Lane Newtown Pa 18940	1817 Banksville Rd. Pittsburgh. PA 15216	308 & 463 Montgomerwille Pa 19446	1313 KOTH AVE KINE OF Prussia Pa 19406	/00 Enterprise Rd Horsham Pa 19044	6765 Ambassador Drive Allentown Pa 18106	7035 Johnstown Rd Harrisburg Pa 17112-2617	PO Box 17 Mount Joy Pa 17552	6340 Derry St Harrisburg Pa 17111	PO Box 62263 Harrisburg Pa 17106	2740 Smallman St., Ste. 600, Pittsburgh, PA 15222-4720	712 henderson Blvd Folcroft Pa 19302	180 Grace Blvd Morgantown PA 19543	5010 Linglestown Rd Harrisburg Ppa 17112	4807 Ashburner St Philadelphia PA 19136	PO Boy 69 New Oxford PA 17350	1604 Liberty Ct North Wales Ba 18454	207 fownsend Dr., Monroeville, PA 15146	4030 Skyron Dr Unit C Doylestown Pa 18902	210 Division St Kingston Pa 18704	1574 Reed Rd Pennington NJ 08534	223 Lisa Drive New Castle De 19720	605 E Broad St Bethlehem Pa 19014	322 North Shore Drive, 3rd Floor, Pittsburgh, PA 15212	3447 Derry St Harrisburg Pa 17111	2200 Alash American Street Dhily By 10122
412.771.0760	610-664-7990	717-939-5200	5703271500	610-515-0103	570-342-1477	610-233-4685	856-428-6902	215-723-3900	717-741-4894	570-347-5600	717-854-7821	215-734-2300	5707799575	7179485828	412-837-7601	570-207-55101	610-231-2000	610-926-9851	570-742-8210	610-497-19043	6109333036	267-553-1000	8004107494	800-541-5855	610-825-3405	814-238-0568	215-860-1171	412.344.4300	215-855-1725	610-435-9666	215-699-1700	610-391-0733	717-657-3000	717-648-5779	717-558-9485	717-943-7034	412.261.2525	610-532-4600	610-286-1766	717-652-6060	715-333-1900	717-634-4881	315 361 0076	412,795,4482	866-417-2823	570-288-7211	609-935-0177	610-994-1302	610974-7990	412.464.2500	717-648-3061	000 0010
Damon Cardamone	Jan Ellis	Lynlee Sheeler		Nancy Regan	TJ Stone	Mark Gross	Jesse Domeracki	Al Richter	Megan Cozze	Justin Pullman	John Horn	Paul Barr			Michelle Silvestre	Bill McDonald	Ed Schuler	Tiffany Boltz	Jack Knelly	Frank Farmer Jr		Christine Repa		Steve Johnson	Lorraine Reed	Paul Kerr	Jim Caracci	Rosemary Droney	Mike Walsh	Jay Mails Mitchell Berman	Joe DeFusco	David Torrence	Jared Fleegal	Linda Till	George Roksandic	Andy Herre	Todd Irwin	Bryce Ewing	Bryon Kauffman	Kathleen Schean	Ine O'Connell	Alan Stock	Kevin Christman	Jim Amorose	Lewis Pestrak	David Davis	Joe Lennon Jr	Neil Marshall	Justin Smith	Michael Sharp	Elanie Smedly	Africke Taskins
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IN COURT		SD Count	SC Count	PA Count	
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Cornerstone Interiors Inc. Cornerstone Interiors Inc. Corporate Interiors Corporate Source, Ltd. Greenwood Office Outfitters JKC Designs, Inc. Office Interiors Group	A-Z OFFICE RESOURCE METRO OFFICE PROD #1032 OFFICE MART PLAZA ART - NASHVILLE Once CBI LLC/DBA CBI	Canfields CENTRAL BUSINESS SUPPLY Evergreen Office Products Interstate Peeps Western Stationers Brown & Saenger Central Business	AMERICAN PEN & PANEL CORPORATE CONCEPTS, INC DUNICAN PARNELL HERALD OFFICE SUPPLY, INC LORICK OFFICE PRODUCTS CO, INC MICHIDE OFFICE SUPP #3039 MICWATERS, INC MILLER'S OF COLUMBIA, INC PALMETTO OFFICE SUPPLY JM Grace  10 BROWN & SAENGER	86 CAPITOL STATIONERY #1068 OFFICEFURNITUREZONE.COM SEATINGZONE.COM SITCORRECT.COM	Versie Total Office Solutions WB Mason Workplace Environments Workspace Interiors by Office Depot Workspace Products Workspace Workspace Underiors by Office Depot Wrigley's Business Products Xotive Facility Solutions Klingaman's Inc Transamerican Office Furniture Interior Motives Inc
15101 Midway Rd, Addison, TX 75001 PO Box 2107 Frisco, Texas 75034 3491 Hickory Grove Ln. Frisco, TX 75033 1505 Oak Lawn Ave. Ste. #100, Dallas, TX 75207 2951 Suffolk Drive, Suite 640, 76133-1156 202 W. Louisiana Street Suite 101, McKinney, Texas 75069 2025A Midway Road, Carrollton, TX 75006	9 BUSINESS WAY, GRAY, TN 37615 111 WESTWOOD PLACE, #200, BRENTWOOD, TN 37027 215 SOUTH JEFFERSON AVENUE, COOKEVILLE, TN 38501 633 MIDDLETON STREET, NASHVILLE, TN 37203 701 Cherry Street. Chattanooga TN 37402	402 West 9th Street 416 3RD STREET, BROOKINGS, SD 57006 811 St. Joseph Street 220 South Main Ave. 807 S Broadway 714 Saint Joseph Street 711 West Russell St, Sioux Falls SD 57118 416 3rd St, Brookings SD 57006	PO BOX 36276, ROCK HILL, SC 29732 2412 MAIN STREET, COLUMBIA, SC 29201 3150 WEST MONTAGUE, NO. CHARLESTON, SC 29419 106 EAST ROOSEVELT STREET, DILLON, SC 29536 910 WASHINGTON STREET, COLUMBIA, SC 29201 832 WADE HAMPTON BOULEVARD, GREENVILLE, SC 29609 1104 SHOP ROAD, COLUMBIA, SC 292022506 2905 TWO NOTCH ROAD, COLUMBIA, SC 292404690 1380 RUSSELL, S.E., ORANGEBURG, SC 291160678 1325 St Andrews Rd, Columbia SC 29210	439 South Main Street. Phillipsburg, NJ 08865  1286 CRANSTON STREET, CRANSTON, RI 02920  36 BRANCH AVENUE, PROVIDENCE, RI 02904  36 BRANCH AVENUE, PROVIDENCE, RI 02904  36 BRANCH AVENUE, PROVIDENCE, RI 02904	4950 Parkside Ave #500 Philadelphia Pa 19131 Suite 502 1751 Lincoln Hwy, North Versailles, PA 15132 1819 JFK Blvd Philadelphia Pa 19103 113 Interchange Blvd Newark De 19711 754 Roble Rd Suite 180 Allentown, Pa 18109 3215 Expresso Way York Pa 17406 151 Heller Place Bellmawr NJ 08031 37 East Germantown Pike Suite 103 Plymouth Meeting Pa 19462 261 North Third St Phila Pa 19106 3001 Frost Rd Bristol Pa 19007 10908 N. Reading Ave Boyertown Pa 19512 12 Veterans Square Ste 3 Media Pa 19063 124 East Broad St, Tamaqua PA 18252 1800 North 12th St, Reading PA 19604 445 Highway 202 S, Flemington NJ 08822
972-385-1911 469-384-9700 214.705.7879 214.468.0468 877.884.9104 972-542-7225 972.388.7848	4232620308 7705148811 9315281369 6152543368 865-321-4900	(605) 274-8106 6056926363 (605) 343-8265 (800) 888-2173 (605) 886-6488 (605) 342-3310 605-336-1960 605-692-6363	8033240544 8037582900 8437476033 8437745155 8032525380 8032711720 8032568303 8032541656 8035242331 803-798-7777 6053361960	908-454-3433 4019435333 4012760000 4012760130	215-849=3215 888.926.2766 888.926-2766 888-926-2766 888-926-2766 888-926-2766 888-926-2766 610-834-9877 215-733-9770 484-459-0037 610-367-0421 484-444-2409 570-668-1540 610-39-1201 908-806-4461
Rob Gannon Bobby Reese Mark Williamson Kimberly Tourangeau Kathy Roff Jan Christensen Gary Pearson	Dean Vance	Mike Grove Bill Newhouse (800) 888-2173 Joel Vockrodt Bob Letner Melissa Kent Liebel	Albert Eichelberger	Donna Schaare	Dorothy Alexander Kate Herrera Kim Kearney Sara Jester Ben Yoder Kyle Guyre Bryon Leoplod Jessica Furman Jim Blessng Sharon Roach Bret Wrigley Tara Dienno Mark Semasek Evelyn Shallo
Rgannon@furniturebycharter.com info@cornerstone-interiors.com mark@corporate-interiors.net Ktourangeau@tospartners.com kroff@greenwoodoffice.com jan@jkcdesigns.com	dean.vance@cbi-in.com	mike.grove@canfieldco.com gary.gaspar@i-o-p.com joel.vockrodt@officepeeps.com		dschaare@jiorles.com	Dalexander@vtosi.com kate.herrera@wbmason.com kim.kearney@wbmason.com sara.jester@wbmason.com ben.yoder@wbmason.com byle.guyre@wbmason.com kyle.guyre@wbmason.com bryon.leopold@wbmason.com lfurman@WorkplaceEnvironments.com jmb@workspacelic.com Sharon.Roache@workspaceinteriorsod.com bwrigley@wrigleysos.com facitlysolutions@xotive.com facitlysolutions@xotive.com

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G L Seaman Co. Gateway Printing & Office Supply GENERAL OFFICE SUPPLY INC. GLOBAL I.T. SOLUTIONS	FIRMIN'S OFFICE CITY FMG FMG FMG FURNITURE FOR BUSINESS FURNITURE MARKETING GROUP, INC.	EDUCATOR'S DEPOT, INC.  17424 W. GRAND PARKWAY SOUTH, #20 EL PASO AUTOMATED OFFICE & INDUSTRIAL SYST 11045 ARGAL COURT, EL PASO, TX 79935 ENSEMBLE OFFICE ESSENTIALS LLC  1827 TROUP HWY, TYLER, TX 75701 ERGONOMIC OFFICE FURNITURE SOLUTIONS 1920 MORTH HIGHWAY 3, LEAGUE CITY, TO Espacios FACILITIES CONNECTION 240 E. SUNISET DRIVE, EL PASO, TX 79922 FACILITIES CONNECTION 6200 TENNYSON PARKWAY, #150, PLANO 6200 TENNYSON PARKWAY, #150, PLANO	DC Interiors  Debner & Associates  DESIGN ASSOCIATES INTERNATIONAL, INC.  DEWITT POTH & SON  DICK OFFICE SUPPLY	COASTAL OFFICE PRODUCTS, INC. CONTRACT RESOURCE GROUP CONTRACTA OFFICE FURNISHINGS CRG Office CSI Enterprises DALLAS DESK, INC.	BUSINESS INTERIORS BY STAPLES - AUSI'NI, SI FAPLE 6400 HOLLISTER, HOUSTON, TX 77040 BUSINESS INTERIORS BY STAPLES - CORPUS CHRIS 6400 HOLLISTER, HOUSTON, TX 77040 BUSINESS INTERIORS BY STAPLES - HOUSTON, STA 6400 HOLLISTER, HOUSTON, TX 77040 BUSINESS INTERIORS BY STAPLES - HOUSTON, STA 6400 HOLLISTER, HOUSTON, TX 77040 BUSINESS INTERIORS BY STAPLES - SAN ANTONIO, 6400 HOLLISTER, HOUSTON, TX 77040 Business Interiors of Texas Carroll's Office Furniture Cielo Office Froducts 1408 E. Jasmine Avenue, Suite A, McA	BARNHILL OFFICE  BKM Total Office of TX  Broussard Group  BUFFALO BUSINESS PRODUCTS  BUILT FOR DREAMS  BUILT FOR DREAMS  BUSINESS ESSENTIALS#3049  BUSINESS INTERIORS - ELPASO  BUSINESS INTERIORS - ELPASO	Office Resource Group Preferred Office Products Rockford Business Interiors Statton Design 180 Office Solutions 9 TO 5 OFFICE PRODUCT CENTER, INC. A & W OFFICE SUPPLY, INC. ABLES-LAND INC. ACE ENTERPRISES ACP DIRECT ARMSTRONG OFFICE CONCEPTS, LLC. Austin Business Furniture BAKER OFFICE PRODUCTS, INC.
4201 International Pkwy, Carrollton, TX 75007 14803 Bulverde Road , San Antonio, Tx 78247 1020 WEST 8TH, AMARILLO, TX 79101 3850 GLADERIDGE, STE A,HOUSTON, TX 77068	2217 NORTH STATE LINE AVENUE, TEXARKANA, TX 75501 6100 West Plano Parkway Suite 1400. Plano, TX 6801 Portwest, Houston, TX 77024 12012 TECHNOLOGY BLVD, #201,AUSTIN, TX 78727 6200 TENNYSON PARKWAY, #150,PLANO, TX 75024	17424 W. GRAND PARKWAY SOUTH, #206,SUGAR LAND, TX 77479 /ST 11045 ARGAL COURT,EL PASO, TX 79935 1827 TROUP HWY,TYLER, TX 75701 600 NORTH HIGHWAY 3,LEAGUE CITY, TX 77573 791 McPherson Road, Suite 106, Laredo, TX 78045 240 E. SUNSET DRIVE,EL PASO, TX 79922 6200 TENNYSON PARKWAY, #150,PLANO, TX 75024	6896A Alamo Down Parkway, San Antonio, TX 78238 8020 Katy Freeway, Houston, TX 77024 11615 FOREST CENTRAL DRIVE, 101, DALLAS, TX 75243 102 WEST STREET, YOAKUM, TX 77995 PO BOX 2256,MCALLEN, TX 78502	1514 NORTH BEN JORDAN, #B,VICTORIA, TX 77901 7108 OLD KATY ROAD, #150, HOUSTON, TX 77024 2777 STEMMONS FREEWAY, #199, DALLAS, TX 75207 7108 Old Katy Road, Suite 150 11103 San Pedro Avenue, Suite 212 San Antonio, Tx 78216 15207 MIDWAY RD., ADDISON, TX 75001	THE GAUD HOLLISTER, HOUSTON, TX 77040  1111 VALLEY VIEW LN,DALLAS, TX 75391  177 6400 HOLLISTER, HOUSTON, TX 77040  10, 6400 HOLLISTER, HOUSTON, TX 77040  223 N. Chaparral, Corpus Christi, TX 78401  5615 S.Rice Ave, Houston, TX 77081  1408 E. Jasmine Avenue, Suite A, McAllen, TX 78501	SYSTEMS & INTERIOR, ABILENE, TX 796041933 9755 Clifford Drive Suite 100 3559 Belgium Lane, San Antonio, TX 78219 1236 SOUTHRIDGE COURT, HURST, TX 76053 3416 JOLIET AVENUE, LUBBOCK, TX 79413 PO BOX 37, GRAPEVINE, TX 76099 1111 Valley View Ln, Irving, TX 75061 28 CONCORD, #C,EL PASO, TX 79906	1735 W Crosby Rd, Carrollton, TX 75006 1701 W. Walnut Hill Lane, Irving, TX 75038 211 East Riverside Dr, Austin TX 78767 1725 E. Southlake Blvd. Suite 290, Southlake, TX 76092 2011B Lamar, Round Rock, TX 75664 13960 TRINITY BLVD,DALLAS, TX 75261 222 South Staples, CORPUS CHRISTI, TX 78401 420 SOUTH FANNIN,TYLER, TX 75711 11604 MURCHINSON STREET,MANOR, TX 78653 PO BOX 703168, DALLAS, TX 75370 3205 DWYER LANE,FLOWER MOUND, TX 75022 9300 United Drive, #3, Austin, TX 78758 1301 13TH STREET,LUBBOCK, TX 794081920
(214) 764-6400 210-650-3995 806-373-2877 281-631-0763	903-793-5596 214-556-4700 713-963-0678 512-833-9000 x306 713-585-7884	866-736-2012 915-590-1992 903-268-5853 281-316-2288 956-791-7183 915-834-7107 713-585-7884	210-521-9900 713-782-1300 214-720-6083 3612933791 972-619-7400	361-578-5392 7138030100 214-631-1330 x115 713.803.0100 210-288-5096 972-788-1802	713-934-6302 713-934-6302 817-858-2359 713-934-6302 713-934-6302 361-881-8801 713-667-6668 956-688-6001	3256723982 2149027200 210-224-6220 512-832-6400 806-412-4800 8173281617 (800) 568-9281 915-591-9393	(214) 823-3375 214.358.1200 512-442-0703 (817) 424-1414 512-992-0392 817-255-8610 361-883-6784 903-593-8407 x228 512-250-8173 x4 9722484600 972-355-6648 512-832-6400 806-763-2520
Butch Shook DEBBIE ADAMS ARTEKA JOHNSON	CHUCK FIRMIN Angela Pena MIDGE FLETCHER CHERYL STOWERS	ALAN CLARKE DAVID VEGA BRYAN LOVETT JOHN JAMARIK RAUI Salinas None CHERYL STOWERS	Darlene Casias Pam Teel MIKE BARNES	LINDA COOPER RICHARD BERG Jamie Ward Ricardo Cardenas RUSS WALDROP	PAM OLIVER PAM OLIVER GABY HERNANDEZ PAM OLIVER PAM OLIVER Janet Maxwell Frank Carroll David Barrera	382 2149027200 Mike Paris 2249027200 Mike Paris 2249027200 Brett Broussard 2200 Brett Broussard 24800 JAY FEMAL 24800 JOSEY GUEVARA 2517 2520 CHRISTY LECHUGA 2520 BAAN OLIVED	Ross Lowe Brad Davis Tammy Reed Jom Statton Wyatt Russell JEFFREY L. COOK WES WITTNER DONNA VESSELS AMY ARNOLD JULIE ARMSTRONG Jay Femal MARIANNE MOORE
DADAMS@GENERAL-OFFICESUPPLY.COM ARTEKA@SBCGLOBAL.NET	CFIRMIN@FIRMINS.COM  MIDGE@FURNITUREFORBUSINESS.COM  CHERYLS@FMGI.COM	CUSTOMERSERVICE@EDDEPOTINC.COM AUTOMATEDSYST@AOL.COM BLOVETT@ENSEMBLELTD.COM THEERGOMAN@AOL.COM PHBRANCH@FACILITIESCONNECTION.COM CHERYLS@FMGI.COM	MBARNES@DAIINC.COM JEFF@INTERIORRESOURCESDFW.COM	LINDA@COASTALTX.COM RICKB@CONTRACTA.COM Jward@crgoffice.com RUSSW@DALLASDESK.COM	PAM.OLIVER@STAPLES.COM PAM.OLIVER@STAPLES.COM GHERNANDEZ@BUSINESSINTERIORS.COM PAM.OLIVER@STAPLES.COM PAM.OLIVER@STAPLES.COM PAM.OLIVER@STAPLES.COM	mparis@bkmtexas.com  JEEMAL@ABFURN.COM  JGUEVARA@BUILTFORDREAMS.COM  CHRISTY.LECHUGA@BUSINESSINTERIORS-EP.COM	ross@orgdesk.com BradD@popexpress.com jom@stattondesigngroup.com JCCOK@SCOSTEXAS.COM WWITTNER@SBCGLOBAL.NET DONNA@ABLESLAND.COM ALABIZNESS@AOL.COM juliea@armstrongofficeconcepts.com mMMOORE@BAKEROFFICEPRODUCTS.COM

Tara Brown ROBERT DESHONG	512.763.8800 2145564900 214-267-8888	4159 E Hwy 29 Suite A, Georgetown, TX 78626 6200 TENNYSON PARKWAY, PLANO, TX 75024	V-Quest Office Machines and Supplies, LTD. WAVE	* * *
GAYLE SMITH JD Pedigo	713-871-8686 281/453-0101	7026 OLD KATY ROAD, #260,HOUSTON, TX 77024 335 PENNBRIGHT DRIVE, #130,, Houston, TX 77090	VANGUARD ENVIRONMENTS, INC. Velocity Business Products	ヹヹ
CINDY LOVE	903/532663 817-633-3030 9722433355	440 NORTH EASTMAN ROAD, #E, LUNGVIEW, TX 75605 3200 HIGH RIVER ROAD, #120,FORT WORTH, TX 76155 2373 VALLEY VIEW LANE AT I-35, DALLAS, TX 75234	TURNKEY PROJECT SERVICES VANDERBURG DRAFTING SUPPLY	<b>보 보 보</b>
MIKE THOMAS	214-720-0343 214-741-3331 x107	1170 QUAKER STREET, DALLAS, TX 75356	THOMAS CONTRACT FURNITURE, INC.	ヹ゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙゙
3	4098863636	701 DIVISION AVENUE, ORANGE, TX 77630	THE ORANGE STATIONER #3009	! 것 :
JERE LUCK	713-527-0708	PO BOX 7768,HOUSTON, TX 77270 7110 Old Karty Rd	THE LUCK COMPANY	ヹヹ
	8327671509	1113 VINE STREET, #150, HOUSTON, TX 77002	THE CORNER OFFICE, LLC	ᅻ :
Tammy Po	9/2-490-0456 210-647-8800	14560 MIDWAY KOAD, FARMERS BRANCH, 1X 75244 6812 Fairerounds Parkway. San Antonio. TX 78238	Texas Furniture Source, Inc. Texas Wilson	<b>杖</b> 🔻
LORETTA GRAY	512-407-8447	13110 HWY 290 WEST, #100,AUSTIN, TX 78709	TECHCENTER DESIGN, INC.	ᅻ
TAMMY DONNELLY	281-254-2851	100 CONGRESS, #2105, AUSTIN, TX 78701	TAB PRODUCTS CO, LLC	Į.
E INC. SOLVE	9722501970	4355 EXCEL PARKWAY #300, ADDISON, TX 75001	SOUTHWEST SOLUTIONS GROUP, INC.	₹ ₹
	713-520-5809	2525 WEST BELLEGAT MOLISTON TV 77054	SNAVBRETING BLISINESS SYSTEM INC	<b>4</b> 5
MARIE CARTER	210-533-5195	2305 ROUSEVELT AVE., SAN ANTONIO, TX 78210	SAN ANTONIO LIGHTHOUSE FOR THE BLIND	<b>4</b>
	361-884-8640	2741 SWANTNER, CORPUS CHRISTI, TX 78404	SAFEGUARD UNIVERSAL	ţ
	817.332.5424	200 Bailey Avenue, Ste 300 Fort Worth, Texas 76107	Royer & Schutts	ź
	915-544-8710 x25	1616 BASSETT AVENUE, EL PASO, TX 79901	RIO GRANDE/BPSI	ᅻ :
	210-308-5577	4434 Centergate Street, San Antonio, Tx 78217	RHTX, LLC	₹ :
	972-424-8561	705 AVENUE K.PLANO, TX 75074	PLANO OFFICE SUPPLY	₹ 5
	5123357173	1120 TORO GRANDE BLVD, #2-208, CEDAR PARK, TX 78613	PDME, INC #3056	<b>4</b>
	3256736250	321 BUTTERNUT, ABILENE, TX 79602	US 3:	컺
	512-349-0715	10801 N. MOPAC, BLDG 2, AUSTIN, TX 78759	OM WORKSPACE AUSTIN	¥
	806-766-8888	CK 1212 AVENUE LIUBBOCK TX 79401	OFFICEWISE FURNITURE AND SUPPLY - ILIBROCK 1212 AVENUE LI LIBROCK TX 79401	₹ ;
	806-766-8888	1153 Brodowdy, San Aritonio, TX 79101	OFFICEWISE FURNITURE AND SUPPLY - AMARILLO 1200 S. TAYLOR AMARILLO. TX 79101	₹ ₹
	210-650-5002	10751 Sentinel, San Antonio, Tx 78217	Office Resource Center	₹ ₹
	9724381100	135 SOUTH MAIN STREET, IRVING, TX 75060	OFFICE PRODUCTS WHSE #3014	¥
	817-688-7403	2508 SPRINGHILL, GRAPEVINE, TX 76051	OFFICE FURNITURE THAT WORKS	컺
	210-444-1376	1901 SHIPMAN DRIVE, SAN ANTONIO, TX 78219	OFFICE FURNITURE INTERIORS, INC.	ᅻ :
	713-868-2634	7026 OLD KATY ROAD. #264. HOUSTON, TX 77024	OFFICE FURNITURE INNOVATIONS LLC	₹ 5
	210-653-7770	16120 COLLEGE OAK, #105,SAN ANTONIO, TX 78249	NOLANS OFFICE PRODUCTS, INC.	d =
	210-684-2624	5417 BANDARA RD, STE 601, SAN ANTONIO, TX 78238	NELSON INTERIORS, LLC	! <del>寸</del>
	210-684-2624	1914 Grandstand Drive, San Antonio, TX 78238	Nelson Interiors	×
	440-268-4394	21555 DRAKE ROAD ,STRONGSVILLE, OH 44149	MCPC INC.	¥
	512-416-4317	MCCOY ROCKFORD, INC dba ROCKFORD BUSINE 211 EAST RIVERSIDE DRIVE,AUSTIN, TX 78704	MCCOY ROCKFORD, INC dba ROCKFORD BUS	ᅻ
	713-862-4600	6869 Old Katy Road, Houston, TX 77024	McCoy	Ķ
	8175947374	822 WEST PEARL STREET, GRANBURY, TX 76048	MARTIN'S OFFICE SPLY #1045	¥
MOLLIE ELLERKAMP	713-595-0543	MARNOY INTERESTS, LTD. DBA OFFICE PAVILION 10030 BENT OAK DRIVE, HOUSTON, TX 77040	MARNOY INTERESTS, LTD. DBA OFFICE PAVILIO	컺
	409-899-1122	4144 DOWLEN RD., BEAUMONT, TX 77706	MANNING'S SCHOOL SUPPLY	첫
	7136816407	1246 SILBER ROAD, HOUSTON, TX 77055	JIMENEZ CONTRACT SERVICES, LTD	Ź
Jennifer	713-468-2166	5920 MILWEE,HOUSTON, TX 77092	J. TYLER SERVICES, INC.	⇉
	956-533-2057	1403 SLOCUM ST., , DALLAS , TX 75207	INTERIOR RESOURCES	ヹ
KRAIG WELLSHEAR	972-716-9974	15401 ADDISON ROAD, ADDISON, TX 75001	INTELLIGENT INTERIORS, INC.	ヹ
LYNNE REYNOLDS	936-295-5708	308 HIGHWAY 75 NORTH, HUNTSVILLE, TX 77320	HBI OFFICE SOLUTIONS, INC.	₹ :
STEVE WHITENER	210-651-5002	3816 BINZ ENGLEMAN. #B-125.SAN ANTONIO, TX 78219	GOMEZ FLOOR COVERING INC.	컺

	VT Count	VA Count	UT Count	TX Count
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Apex Facility Resources, Inc. BRUTZMAN'S, INC #363 CATALYST ACTIVATION	OFFICE ENVIRONMENTS, INC 2	Barrows Inc. Barrows Inc. DELTA GRAPHIC, INC ENGINEERSUPPLY.COM, LLC Harris Office NEW DAY OFFICE PRODUCTS & ReDistrict Systems Furniture Gallery 8	Inside Out INTERIORS WEST, LLC Layton Office NATIONWIDE DRAFTING & OFFICE SPACESAVER INTERMOUNTAIN, LLC Western Interior Services CCG Howells 358 S. Rio Grande Salt Lake City, Edutek Corp Interior Solutions Advanced Office Management	WILSON OFFICE INTERIORS WILSON OFFICE SUPPLY WILSON PROJECT MANAGEMENT WILTON'S OFFICE SUPPLY WILSON PROJECT MANAGEMENT WILTON'S OFFICE WORKS WITTERSOURCE - AUSTIN WORKPLACE RESOURCE - SAN ANTONIO Workplace Solutions WORKSPACE SOLUTIONS, INC. WORKSPACE SOLUTIONS, INC. WRG Staples Business Advantage Heights Office Products Barnett Furniture Solutions A Bargas & Associates Indeco Sales Longhorn Office Products Bullchase Collaborative Office Furniture Letourneau-Keller Pioneer Contract Kay Davis and Associates Facility Solutions Plus NMG Capital Furniture A Bargas Co. 1 GSA PRINT DEPOT, INC
20219 87th Ave. South, Kent, WA 98031 2501 N COLUMBIA CTR BOULEVARD, KENNEWICK, WA 993360044 10848 E. MARGINAL WAY Seattle, WA 98168	4750 SHELBURNE ROAD, #10, SHELBURNE, VT 05482 5 GREEN TREE DRIVE, SOUTH BURLINGTON, VT 05403	1302 Rockland Ave Roanoke, VA 24012 12532 BRANDERS BRIDGE ROAD, CHESTER, VA 23831 21430 TIMBERLAKE ROAD, #349, LYNCHBURG, VA 24502 520 Kimball Ave NE Roanoke, VA 24012 FURNISHINGS, INC, SUFFOLK, VA 24354 66 Canal Center Plaza Alexandria, VA 22314 4425 Brookfield Corporate Dr Chantilly, VA 20105	479 South 700 East, Salt Lake City, UT 84102 254 EAST 100 SOUTH, SALT LAKE CITY, UT 84111 1101 E Cambridge Circle #3, Layton, UT 84040 SUPPLY, INC, PARK CITY, UT 84060 249 SOUTH 400 EAST, SALT LAKE CITY, UT 84111 160 West 2100 South, Salt Lake City, UT 84115 358 S. Rio Grande Salt Lake City, UT 84101 79 W. 4500 S. Murray, UT 84107 522 S. 400 W. Salt Lake City, UT 84101	1444 OAK LAWN AVENU, DALLAS , TX 75207 820 EIGHTH STREET, WICHITA FALLS, TX 75301 1444 OAK LAWN AVENUE, DALLAS, TX 75207 181 NO. EARL RUDDER FREEWAY, BRYAN, TX 77802 2018 Avenue B, Suite 300, San Antonio, TX 78215 1717 W. 6TH ST., STE.190, AUSTIN, TX 78703 4400 NE LOOP 410, #130, San Antonio, TX 78218 2651 N Harwood Street, #300 Dallas, Tx 75201 11133 1-45 SOUTH, #330, CONROE, TX 77302 3660 Thousand Oaks #220, San Antonio, TX 78247 1901 SHIPMAN DRIVE, SUITE A, SAN ANTONIO, TX 78217 2639 E Rosemeade PRwy, Carrollton, TX 75007 6400 HOLLISTER, HOUSTON, TX 77040 901 Broadway Suite 114, San Antonio TX 78217 8546 Broadway Suite 114, San Antonio TX 78217 10622 Gulfdale san antonio texas 78216 805 E. 4th Avenue belton texas 78758 1210 Denton drive austin texas 78758 1220 Denton drive austin texas 78758 1220 Denton drive austin texas 78758 1220 Sempwood Drive, Houston, TX 77004 16810 Barker Springs Road, Suite 219 2301 Caroline, Houston, TX 77004 5155 Blalock, Houston, TX 77041 10622 Gulfdale , San Antonio, TX 78216 6600 N Military Trail, Boca Raton, FL 33496 356 NORTH 750 WEST, #212, AMERICAN FORK, UT 840031679
206-686-3357 5097350300 206-762-8818		540-777-2167 804-778-2167 8047486448 8005918907 540-344-5449 7573980718 703-276-8901 703-631-3375	801-973-2009 8019334949 801-773-2512 4356497565 8013635882 801-973-8255 801-359-6622 801-747-0050 801-531-7538	972-389-8820 JAMIE BARRETT 940-723-4174 JON GORDON 817-771-9306 BROOKE BLOMS 979-268-0062 JEFF MONROE 210-270-0100 Mark Wittig 210-226-5141 VIRGINIA VISSEI 210-236-4414 VIRGINIA VISSEI 210-366-4414 Bill Schiller 210-366-4414 MIKE SCHILLER (972) 446-9100 S13-878-7565 Mike Flick 210-822-9671 Ed Zuzula 210-844-8217 Evan Barnett 210-842-825 Kevin Goldston 512-572-4567 Mike Winkler 512-588-2855 Marianne Galea 281-831-5485 John Ofield 713-681-0033 X224 Anthony Martin 713-464-8200 Frank Fort 713-541-5468 Danette Davis 713-497-4495 Jack McIntyre 281-240-1007 Crystal Lowe 713-690-8325 Rob Jordan 210-344-2821 Jay Wright 877-353-9100 x4221 David McGinnis
TODD Cunningham		Patty Justice  Patty Justice  Doug Hyre  Gary Donley  Geoff Griffin	Shane Phippen Jeff Williams Steve Rich Bob Kmetzsch Todd Fairbourne Jason Woodbury	JAMIE BARRETT JON GORDON BROOKE BLOMSTROM JEFF MONROE Mark Wittig VIRGINIA VISSER VIRGINIA VISSER KAREN MACFARLAND BII Schiller MIKE Flick Ed Zuzula Evan Barnett Almon Bargas Kevin Goldston Mike Winkler Marianne Galea John Ofield Anthony Martinez Frank Fort Danette Davis Jack McIntyre Crystal Lowe Rob Jordan Jay Wright David McGinnis
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Grand Count	WY Count			WV Count				WI Count												WA Count										
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ı	2	Wyoming Stationery	WYOMING OFC PRD & #4017	Ψ	Omega Commercial Interiors	Contemporary Galleries	Champion Industries	1	Emmons Business Interiors	Staples	RACE, INC #1009	MASTER GRAPHICS	INDUSTRIES FOR THE BLIND, INC	EVERYTHING2GO.COM, LLC	Creative Business Interiors	Corporate Design Interiors	CJ and Associates	BSI	BEYOND THE OFFICE DOOR, LLC	ω.	The Creative Office	Brutzman's	WORKPOINTE	SYSTEM SOURCE	RE-JUICED STUDIO	QUALITY DISCOUNT #X029	OPEN SQUARE	HARRIS OFFICE EQUIP	COMPLETE OFFICE, LLC	COMMERCIAL OFFICE INTERIORS
		328 West Yellowstone, Casper WY 82601	PO BOX 1201, CASPER, WY 82602		510 HARTMAN RUN RD. MORGANTOWN, WV 26505	1210 Smith St, Charleston, WV 25301	P.O. Box 2968, Huntington, WV 25728-2968		5225 Joerns Dr, Stevens Point WI 54481	11528 W Rogers St, West Allis, WI 53227	1351 PLANEVIEW DRIVE, #1, OSHKOSH, WI 54904	810 W. BADGER, MADISON, WI 537259508	445 SOUTH CURTIS ROAD, WEST ALLIS, WI 532141016	250 EAST WISCONSIN AVENUE, MILWAUKEE, WI 53202	1535 S 101st St, Milwaukee, WI 53214	1711 Paramount Ct Waukesha WI 53186	16915 W Victor Rd, New Berlin, WI 53151	W222 N630 Cheaney Road, Waukesha, WI 53186	913 YOUNG STREET, WAUSAU, WI 54403		721 Legion Way SE Olympia, WA 98501	2600 N. Columbia Ctr. Blvd. #100 Richland, WA 99352	9877 40th AVE S SEATTLE WA 98118	130 ANDOVER PARK E STE 301	18521 - 76th Ave W, Ste 104 Edmonds, WA 98026	PO BOX 64520, UNIVERSITY PLACE, WA 98464	5601 6TH AVE S SEATTLE WA 98108	605 NORTH 1ST STREET, YAKIMA, WA 98901	11521 E MARGINAL WAY S, #100, SEATTLE, WA 98168	2601 4TH AVENUE, #700, SEATTLE, WA 981211253
		307-234-1511	3074727367		304.581.6701 Peggy Lovio		304.528.2791 Kelli Bragg		715-345-8933 Penny	(414) 375-6241	9202363420	6082564884	4147783040	4147651100	(414) 545-8500	2625211010	(262) 786-1772	(262) 955-6400	7158034041		(360) 754-1732 Lowell		206-763-4030 MATT			2535647721	206-768-8000 Todd F	5092482980	2066280059	2064487333
						7			Penny Grimm															NEY	CANDY GAUL candy		Todd Fairweather TFairw			
					plovio@omegacomint.com	paulcontgal@aim.com	kbragg@champion-industries.com														www.creativeof.com	www.burtzmans.com	matt@workpointe.com	rmckinney@systemsource.com	candy@re-juiced.com		TFairweather@bankandoffice.com			

Key	<b>Contract</b>	Personnel

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Sharad Mathur, VP of Sales and Innovation, 763-536-6743

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Carrie Eidem, Senior Marketing Manager, 763-536-6754

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11+ Years of Marketing Experience

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11+ Years of Contract Experience

Sales Support

Mary Weisen, State Contract Customer Care Rep, 763-536-6797

maryweisen@safcoproducts.com

30 years of Customer Service Experience

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11+ Years of Contract Experience

**Accounts Payable** 

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A P@libertydiversified.com

Combined 30+ years of experience

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yvonnemoore@safcoproducts.com

11+ Years of Contract Experience



## **Key Employee Qualifications and Experience**

#### State / Local Contract Sales Manager

- Register online annually for contract bid notification
- Make decisions on every bid to determine risk and reward
- Add and delete dealers per contract limitations and requirements
- Add and delete product from active contracts
- Submit request for price increases on all active contracts following a commercial increase
- Contract renewals and extensions
- Annual electronic update for certification of insurance requests
- Conference calls when necessary for information or disputes
- Navigate the web, looking for new contract opportunities
- Determine market strategy for underperforming contracts
- Prepare bids and negotiate contract terms on discount, freight, commission, accessorial charges, return charges, warranty extensions, and any terms unlike commercial terms and conditions
- Evaluate tier discounting using cost analysis
- Track sales and losses for continuous improvement
- Training on processes for internal staff
- Minority Report card
- Provide product for competitive bid quote directly for end user
- Update and maintain electronic excel price lists with contract specific information
- Manage pricing plans in JDE
- Create a sheet to communicate terms and conditions for each contract to use in the field
- Complete electronic vendor registration forms
- Report sales for admin fee (vendor portal) through provided web or email
- Submit check request by deadline

#### State Sales Support, Admin, Customer Service

- Provide detailed support to the field and external dealers
- Prioritize and respond to emails
- Warranty
- Edit orders
- Calculate and pay commissions
- Returns when necessary/credits when necessary
- Set up new accounts and update old accounts when necessary
- Follow up with special non-dock end users
- Resolve pending discrepancies
- Download sales, create excel spreadsheet
- Provide quotes using contract pricing
- Help manage large projects
- Enter Orders using contract terms sheets
- Submit requests for new account set up
- Acknowledge all end user orders to dealer of record

#### Senior Marketing Manager

- Penetrate market channels effectively to meet objectives via knowledge and strategic planning and deployment
- Transform keen understanding of all communication mediums into plan that drives revenue optimization by channel, consumer segment, and vertical
- Transfer industry expertise into sound go-to-market strategies & executional plan
- Lead for Strategic Initiatives
- Development of the comprehensive marketing strategy as well as specific plans for all channels served;
   contract, ecommerce, other (mega/wholesale)
- Develop and manage strong partnership will sales leadership; travel into field at minimum 1x/quarter.
- Assess, understand, and communicate future market shifts be the expert for the organization
- Leadership of market team pillar; 5-year market plan, strategy work, & overall growth plan as well as oversight of the execution of the same
- Bachelor's degree minimum.
- 10+ years of experience within a Marketing Manager role
- Leadership experience to include project management

# Team Competencies/Talents/Personal Attributes (Note: Take from LDI Values in Practice Leading Self/Others/Business & Function):

- Care Strong aptitude for cross functional awareness, alignment and agreement
- Innovation Ability to identify and articulate the unseen opportunities for growth
- Trust Natural giver of trust; inherent recipient of confidence
- Excellence Instinctively driven to be the best in every aspect possible Position Summary:

Top 10 Omnia customers for the previous year from Oct 2018-Oct 2019

Agency	Annual Sales	Annual Sales Contact Person	Phone Number
WASHINGTON AND LEE UNIVERSITY - STC Total	\$692,062.30	\$692,062.30 Truman Payne	540-458-8361
BEXAR COUNTY AUDITOR - AP - STC Total	\$ 74,776.92	5 74,776.92 Jorge Alvarado	210-335-1897
City of Portland Total	\$ 65,076.63	65,076.63 George Carhart	207-874-8682
City of Brecksville Total	\$ 56,614.03 Rick Riehle	Rick Riehle	513-617-5333
Mining Land and Water Total	\$ 53,629.64	53,629.64 Timothy Stratton	907-769-0998
El Paso Community College Total	\$ 46,678.09	46,678.09 Cassandra Guevara	(915) 831-6305
UNT System Business Service Center Total	\$ 41,279.62	41,279.62 Monica Madrid	940-369-5500
KANSAS CITY KANSAS PUBLIC SCHOOLS Total	\$ 39,273.73	39,273.73 Doug Clements	913-7824441
Virginia Polytechnic Institute Total	\$ 25,905.51	5 25,905.51 Angela Jones	540-231-4333
City of Richardson Total	\$ 24,823.04 Ali Nobles	Ali Nobles	972-744-4130

Include entity name: Washington and Lee University Contact name and title: Truman Payne, Facilities Planner

Contact phone 540-458-8361 Contact email: tpayne@wlu.edu

City, State: Lexington, VA

Years serviced: Multiple Systems purchased 8+ years to recently purchased and installed system in June 2019.

Description of services: Mobile 1000 Storage system for books, volumes, archives

Annual volume: \$692,062 in 2019

Include entity name: Texas State Technical College

Contact name and title: Adan Alvarez, Senior Project Manager

Contact phone: 540-458-8361

Contact email: adan.alvarez@harlingen.tstc.edu

City, state: Edinburg, TX

Years serviced: 5

Description of services: 4 phases of projects over 5 years E5, Training Tables, Casegoods, Seating, Storage

Annual volume: \$367,962 for 2018 and 28,184 for 2019

Include entity name: Bronx District Attorney's Office Contact name and title: Peter Kennedy, Assistant DA.

Contact phone: 718-838-7269

Contact email: Kennedyp@bronxda.ny.gov

City, State: Bronx, NY City, NY

Years serviced: 1 year

Description of services: TechWorks/Technical Workbenching Furniture and 4-Post Shelving

Annual Sales: 76,278 in 2018

Include entity name: University of SC at Upstate

Contact name and title: Freda Davison, Dean of the Library

Contact phone 864-503-5610

Contact email: fdavison@uscupstate.edu

City, State: Spartanburg, SC

Years serviced: 2

Description of services: Mobile 1000 Storage system for books, volumes, archives

Annual Sales: \$197,460 in 2018 and \$134,295 in 2019

Include entity name: Concordia Seminary, Library

Contact name and title: Eric Stancliff, Assistant Director of Library Services

Contact phone 314-505-7033 Contact email: stancliffe@csl.edu

City, State: St. Louis, MO

Years serviced: Multiple M1000 and 4-post shelving systems purchased in 2017 and installed in 2018.

Description of services: Mobile 1000 Storage system for books, volumes, archives

Annual Sales: \$73,501 in 2018

Include entity name: City of Philadelphia Depertment of Records

Contact name and title: Joshua Blay, Registrar and Collections Manager

Contact phone: 215-685-9404

Contact email: joshua.blay@phila.gov

City, state: Philadelphia, PA

Years serviced: 1

Description of services: Flat Files Annual volume: \$117,000 in 2018

Include entity name: LA County Superior Court

Contact name and title: Hovig Bodozian, Project Manager

Contact phone: 626-471-7686

Contact email: HBodozian@lacourt.org

City, state: Los Angeles, CA

Years serviced: 3

Description of services: Casegoods, Seating, Height Adjustable Tables

Annual volume: \$250,000 in 2018 and \$100,000 in 2019

Include entity name: Bexar County Auditor

Contact name and title: Jonathan Nanes, Bexar County Juvenile Probation

Contact phone: 210-335-1846 Contact ernail: jnanes@bexar.org City, state: San Antonio, TX

Years serviced: 3

Description of services: Seating, Lounge, Casegoods, and Mailroom

Annual volume: \$35,121 in 2018 and \$74,776 in 2019

Include entity name: Kern County Aging and Adult Services

Contact name and title: Michele Timmerman Program Coordinator

Contact phone 661.868.1054

Contact email: timmermanm@kerncounty.com

City, State: Bakersfield, CA

Years serviced: 1

Description of services: Mobile 1000 Filing System installed in July 2019

Annual Sales: \$30,079 in 2019

Include entity name: Department of Child Safety

Contact name and title: Gary Coley, Real Estate Manager

Contact phone: 602.255.2784

Contact ernail: Gary.Coley@AZDCS.GOV

City, state: Phoenix, AZ

Years serviced: 5

Description of services: Meeting and Training, Mailroom, and Filing and Storage

Annual volume: 126,633 in 2019

#### **EXHIBIT B**

## ADMINISTRATION AGREEMENT, EXAMPLE

### **DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

#### TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.
  - Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
  - 6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
  - 7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 - 8 and 12 - 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

#### NATIONAL PROMOTION

- 10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (<a href="www.omniapartners.com/publicsector">www.omniapartners.com/publicsector</a>), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

#### ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

- 13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <a href="Exhibit C">Exhibit C</a> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.
  - A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector Attn: President 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

 Suppli		

- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
  - 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
  - 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
  - 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

	INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR
Signature	Signature Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
	Contracting
Title	Title
Date	Date

**NATIONAL** 

[INSERT SUPPLIER ENTITY NAME]

# EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

#### FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### **DEFINITIONS**

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy:
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
  - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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.

by either party.	
Does offeror agree? YES	Initials of Authorized Representative of offeror
(B) Termination for cause and for convenience by the effected and the basis for settlement. (All contracts in	e grantee or subgrantee including the manner by which it will be excess of $$10,000$ )
	Agency expends federal funds, the Participating Agency reserves the of \$10,000 resulting from this procurement process in the event of a in the terms of the contract.
Does offeror agree? YES	Initials of Authorized Representative of offeror

(C) 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

CFR 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 (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

	Does offeror agree to abide by the above?	YES -	Initials of Authorized Representative of offer
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(D) 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 (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES	Initials of Authorized Representative of offer	10

(E) 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 (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree?	YES. A	Initials of Authorized Representative of offero

(F) 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 (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree?	YES A	Initials of Authorized Representative of offero
•		

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YESInitials or	Authorized Representative of offeror
------------------------------------	--------------------------------------

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES	Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does	offeror	agree?	VEQ
LUCES	OHERO.	auree (	1 [ ]

\_Initials of Authorized Representative of offeror

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS To the extent offeror is notified that purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that it will supply only those products that comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Offeror supplies a broad product offering which includes specific Buy America Act compliant products. Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Does offeror agree? YES Initials of Authorized Representative of offeror **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. \_\_\_\_Initials of Authorized Representative of offeror Does offeror agree? YES Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable, it is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. Safco Products Co. Offeror's Name: Address, City, State, and Zip Code: \_\_\_\_\_ Phone Number: Fax Number: Printed Name and Title of Authorized Ronda Bayer, Vice President, General Counsel & Secretary Representative: rondabayer@libertydiversified.com Email Address: Signature of Authorized Representative:

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees

### **EXHIBIT G**

#### **NEW JERSEY BUSINESS COMPLIANCE**

#### **NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

#### **DOC #1**

# OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	two Products Co	
Street: 9300 W	Research Coster Rd	
City, State, Zip Code:	hew Hope, MN 55428	* <u> </u>
Complete as appropriate:		
incorporated, and the provis	, certify that I am the s that there are no partners sions of N.J.S. 52:25-24.2 do not apply.	
"	OR:	
1	, a partner	
partners is itself a corporation the stockholders holding 10 owning 10% or greater intermediate owning 10% or greater intermediate of the stockholders holding 10 owning 10% or greater interest in that partnership.	OR: , an authorized represe, a corporation, do hereby certify that the following the stockholders in the corporation who own 10 nat if one (1) or more of such stockholders is a set forth the names and addresses of the stock or the individual partners owning	if one (1) or more of the names and addresses of individual partners sentative of sowing is a list of the % or more of its stock of itself a corporation or stockholders holding a 10% or greater
	ers or stockholders owning 10% or more i	
Name	Address	Interest
Liberty Diversife	ed 5600N Huy 169 min	SSYZ8 TO STRONG
LDI is a tamile	y owned business	
the best of my knowledge at	ements and information contained herein, are nd belief.	complete and correct to
Date	/ \ Authorize	u viyilalul t allu i ilit

## DOC #2

## **NON-COLLUSION AFFIDAVIT**

Company Name: Satus Products	S Co
Street: 9300 W Research Cons	er Rol
City, State, Zip Code: Now Hope, Mr	155428
State of	
County of Hennen	
the City of New Hape	City
in the County of	tate of ath depose and say that:
I am the Plesident of the firm of Safia Products 6.	O a mark a way Marka
Title	Company Name
the Offeror making the Proposal for the goods, ser attached proposal, and that I executed the said prop Offeror has not directly or indirectly entered into any a otherwise taken any action in restraint of free, compet proposal, and that all statements contained in said proposal and in the statements contained in this aid goods, services or public work.	osal with full authority to do so; that said greement, participated in any collusion, or titive bidding in connection with the above proposal and in this affidavit are true and in the truth of the statements contained in
I further warrant that no person or selling agency has secure such contract upon an agreement or under brokerage or contingent fee, except bona fide employe selling agencies maintained by	standing for a commission, percentage,
Safco Products Co. Company Name	Authorized Signature & Title
Subscribed and sworn before me	~
this _5 day of December, 2019	TEGAN A CONWAY NOTARY PUBLIC
Teg conney	MINNESOTA My Commission Expires JAN 31, 2022
Notary Public of <u>minnesota</u> My commission expires <u>Jan 31</u> , 20 22	

SEAL

## AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name:

City, State, Zip Code:

	proposal will purchase ord	w company's compliance with New Jersey Affirmative Action regulations. Company's be accepted even if company is not in compliance at this time. No contract and/or der may be issued, however, until all Affirmative Action requirements are met.	
	Procurement, Professional & Service Contracts (Exhibit A)  Vendors must submit with proposal:		
	1.	A photo copy of their Federal Letter of Affirmative Action Plan Approval	
		OR	
	2.	A photo copy of their Certificate of Employee Information Report	
		OR	
	3.	A complete Affirmative Action Employee Information Report (AA302)	
	Public Work	c – Over \$50,000 Total Project Cost:	
A.	No approve	d Federal or New Jersey Affirmative Action Plan. We will complete Report Form	
	AA201-A	A upon receipt from the	
В.	Approved F	ederal or New Jersey Plan – certificate enclosed	
		fy that the statements and information contained herein, are complete and correct to	
	the best of m	ly knowledge and belief.  2 Laly Scalco Products	
	12/5/	19 Kil Tily, Scitco Produits	
	Date	Authorized Signature and Title	

#### DOC #3, continued

## P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

Form AA302 Rev. 11/11

### STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

### **EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract\_compliance/pdf/aa302ins.pdf

1. FID. NO. OR SOCIAL SECURITY 2. TYPE OF BUSINESS  1. MFG 2. SERVICE 3. WHOLESALE 3. WHOLESALE 3. TOTAL NO. EMPLOYEES IN THE ECOMPANY 300  4. COMPANY NAME  Safco Products Co. 5. STREET CITY COUNTY STATE ZIP CODE 5600 N. Highway 169 Minneapolis Hennepin MN 55428 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CO  Liberty Diversified Minneapolis MN 55428 7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYE  10 PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CO  Region 4 ESC Houston Harris TX 77092  Official Use Only DATE RECEIVED NAUG DATE  ASSIGNED CERTIFICATION NUMBER	ENTIRE
4. COMPANY NAME Safco Products Co.  5. STREET CITY COUNTY STATE ZIP CODE 5600 N. Highway 169 Minneapolis Hennepin MN 55428  6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CO  Liberty Diversified Minneapolis MN 55428  7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYE  8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 9. TOTAL NUMBER OF EMPLOYERS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CO  Region 4 ESC Houston Harris TX 77092	
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6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)  Liberty Diversified  Minneapolis  MN  55428  7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER  B. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ  9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT  10. PUBLIC AGENCY AWARDING CONTRACT  CITY  COUNTY  STATE  ZIP CO  Region 4 ESC  Houston  Harris  TX  77092	
Liberty Diversified  7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER  8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 9. TOTAL NUMBER OF EMPLOYERS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT  10. PUBLIC AGENCY AWARDING CONTRACT  CITY COUNTY STATE ZIP CO  Region 4 ESC  Houston Harris TX 77092	ODE
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CITY COUNTY STATE ZIP CO Region 4 ESC Houston Harris TX 77092	
Official Use Only DATE RECEIVED INAUG DATE ASSIGNED CERTIFICATION NUMBER	
SECTION B - EMPLOYMENT DATA	
11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columno employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DC AN EEO-1 REPORT.	
ALL EMPLOYEES PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN	
JOB COL, 1 COL, 2 COL, 3 MALE FEMALE AMER. NON AMER.	NON
(Cols 2 & 3) BLACK HISPANIC INDIAN ASIAN MIN. BLACK HISPANIC INDIAN	
Omicials/ Managers 27	0 15
Professionals 9 4 5 0 0 0 0 4 0 0 0	0 5
Technicians 1 1 0 0 0 0 0 1 0 0 0	0 0
Sales Workers 14 8 6 0 0 0 0 8 0 0 0	0 6
Office & Clerical         68         22         46         1         0         0         0         21         6         0         0	2 38
Craftworkers (Skifted)         0	0 0
Operatives (Semi-skilled)         1         1         0         1         0 <td>0 0</td>	0 0
Laborers (Unskilled) 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0
Service Workers 0 0 0 0 0 0 0 0 0 0 0 0	0 0
TOTAL 120 47 73 2 0 0 1 44 6 1 0 2	2 64
Total employment From previous 81 31 50 1 0 0 0 30 2 1 0 3 Report (if any)	3 44
Temporary & Part- Time Employees  The data below shall NOT be included in the figures for the appropriate categories above.	it.
0 3 2 0 0 0 3 0 0 0	0 2
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify) Employee Information Report Submitted?	NO, DATE LAST RT SUBMITTED
13. DATES OF PAYROLL PERIOD USED  From: 11/18/2019  To: 11/29/2019  1, YES  2. NO  11	
SECTION C - SIGNATURE AND IDENTIFICATION	1 13 12010
16 NAME OF PERSON COMPLETING FORM (Print or Type)  SIGNATURE  TITLE  DATE  MO  Paralegal  12	DAY YEAR
17. ADDRESS NO & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, N	NO.,EXTENSION
	536 - 66

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

194994	3/4/2009
Federal Work Authorization User Identification Number	Date of Authorization
Suro Products Co.	Region H ESC
Name of Contractor	Name of Project
Region 4 ESC	
Name of Public Employer	
I hereby declare under penalty of perjury that the foreg	going is true and correct.
Executed on Dec , 6 , 2019 in New He	pe (city), MN (state).
Rul Stuly	
Signature of Authorized Officer or Agent	
Rick Stanley, President	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 2019	TEGAN A CONWAY
the state of the s	MINNESOTA
NOTARY PUBLIC	My Commission Expires JAN 31, 2022
My Commission Expires: 113122	

## E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name:
SECTION 1 (Choose ONE of the following)
(A) On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
(B) On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)
SECTION 2
The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:
E-Verify Number: 194994
Date of Authorization: 3 4 2009 (Proceed to Section 3)
SECTION 3
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on <u>December</u> , 6, 2019 in <u>New Hope</u> (city), <u>MN</u> (state)
Printed Name of Authorized Officer or Agent: Rich Stanley
Printed Name of Authorized Officer or Agent: Rich Stanley  Title of Authorized Officer or Agent: President  Difficer or Agent: President
Signature of Authorized Officer or Agent:
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF
Teg Conus
NOTARY PUBLIC  My Commission Expires: 13132  TEGAN A CONWAY NOTARY PUBLIC MINNESSON Expires AN 94 MORROWARD PUBLIC

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>.

    They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

### DOC #4, continued

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Inform	nation		
Vendor Name: Sate	o Products 6.		
Address: 9300 \	al Rosearch Genter R	d	
City: Now Hope	State: MN Zip	: 22 45 8	
The undersigned being authorize represents compliance with the Instructions accompanying this	provisions of N.J.S.A. 19:44A-2	at the submission 20.26 and as rep	n provided herein resented by the
Bul Stuly Signature	Printed Name	Preside	DA +
Part II - Contribution I			
reportable political contribut	rsuant to <u>N.J.S.A.</u> 19:44A-20.26 tions (more than \$300 per elect es of the government entities lis	ion cycle) over th	e 12 months prior to
Check here if disclosure is	provided in electronic form		
Contributor Name	Recipient Name	Date	Dollar Amount
		Date	Dollar Amount
		Date	

### DOC #4, continued

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

### **DOC #5**

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:				
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  OR				
I certify that no one the undersigned.	I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.			
Check the box that rep	resents the type of business	organization:		
Partnership	Corporation Sole			
Limited Partnership	Limited Liability Corporation	on Limited Liability Partnership		
Subchapter S Corpo	ration			
Sign and notarize the fo	rm below, and, if necessary, c	omplete the stockholder list below.		
Stockholders:	Nom	0.		
	ersified laternational Nam	е.		
Home Address: S655	NHWylla Hom	e Address:		
$\alpha'_{i}$	12425 UM, 25428			
Name:	Nam	e:		
Home Address:	Hom	e Address:		
Name:	Nam	e:		
Home Address:	Hom	e Address:		
Subscribed and sworn before December, 2 01 9	me this <u>S</u> day of	(Affiant)		
(Notary Public)		(Drink name 9 title of office)		
My Commission expires:	31/22	(Print name & title of affiant)		

### DOC #6

### Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.ni.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
Quote Number: Bidder/Offeror:
PART 1: CERTIFICATION  BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activitie in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidder must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposa non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provide by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party
PLEASE CHECK THE APPROPRIATE BOX:
I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibite activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an office or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
<u>or</u>
I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed of the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nor responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.  EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONA ACTIVITIES ENTRY" BUTTON.
Name Relationship to Bidder/Offeror
Description of Activities
Duration of Engagement Anticipated Cessation Date
Bidder/Offeror Contact Name Contact Phone Number
ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

unenforceable.	D OCH
Ill Name (Print): Rick Stanley	Signature: Ruh Only
Title: President	Date: 12/5/19

### DOC #7

# NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SAFCO PRODUCTS COMPANY

Trade Name:

Address: 5600 NORTH HIGHWAY 169

NEW HOPE, MN 55420

Certificate Number: 0851201

May 11, 1998

**Effective Date:** 

Date of Issuance: December 06, 2019

For Office Use Only:

20191206175711599

# EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of lowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	•			

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <a href="http://www.usa.gov/Agencies/State">http://www.usa.gov/Agencies/State</a> and <a href="https://www.usa.gov/local-governments">Territories.shtml</a> and <a href="https://www.usa.gov/local-governments">https://www.usa.gov/local-governments</a>.

Certain Public Agencies and Political Subdivisions:

### c) Qualification and Experience (20 Points)

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Safco® Products has over 50 years of experience as a leading, mid-market manufacturer of office furniture, ancillary products and K12 educational solutions. In 1966, Safco began as a manufacturer of corrugated products for the office, but production soon evolved to include steel files, carts, trash receptacles and industrial seating. Over the years, we have continued to expand our catalog. Through thoughtful design, development and acquisition, Safco now offers an extensive product line that reaches all the way across the workplace from the front office to the warehouse.

In 2016, we acquired Focal Upright™ and the Mayline® Company, The Focal product line expanded our footprint of active working solutions allowing us to create a collection around movement-based workplace solutions. The Safco Active Collection consists of a variety of desks, seating and ancillary products designed to help keep workers more active throughout their workday.

The Mayline acquisition provided Safco the opportunity to broaden our manufacturing capabilities and custom product assortment. Casegoods, high density storage, mailroom furniture and TechWorks® Workstations have enabled Safco to provide a more comprehensive selection of products to our customers.

Learn by Safco® was launched in 2019 as a way to better serve customers in the K12 education marketplace. Our focus on the education market allows us to intentionally enhance our products based on today's learning environments. Flexible seating, mobility and multifunctional products are designed to enhance every educational environment from the classroom to the principal's office - and everywhere in between.

Safco continues to grow and diversify our product line to meet the changing needs of work and education spaces. Our vast assortment of seating, tables, organizational and storage products, trash and recycling receptacles, and custom options allow Safco products to be part of every workspace solution.

Safco is privately held, part of the Liberty Diversified International (LDI) family of companies.

LOI is a family owned company with over 100 years of experience in corrugated paper and packaging, and office solutions.

### ii. Describe Offeror's reputation in the marketplace.

Safco has been in business for over 55 years, is financially stable, and has a significant presence in the contract furniture market, business products market, office furniture catalogs, and ecommerce space. We have an excellent reputation and are proud of our business relationships with several major commercial customers such as Toyota, Boeing, Amazon, Comcast, Google, Home Depot, and Dick's Sporting Goods. We also have a significant presence in the government market with a GSA contract servicing the military and the FBI, and over 20 current and active state contracts. In 2019, we received the Independent Stationers Contract award for Top 5 Manufacturer and the Ergo Expo Attendees Choice Award.

iii. Describe Offeror's reputation of products and services in the marketplace.

Safco is known for our durable, high quality manufactured products, which include many produced for niche categories like high-density storage, meeting and training, shipping and mailroom, and technical workbenches. Our experience in these areas makes us a valuable partner in creating collaborative and space-saving designs. Safco's case goods are easy to assemble and configure, and our line of quick ship products provides fast, convenient solutions. As a full line provider with a wide selection of products, Safco can be a single source solution for all furniture needs. We offer products for every workspace from individual/private offices to open plan environments – including benching applications – to collaborative spaces that promote conversation and brainstorming. Our customers appreciate the custom and configurable options within our product lines as well, which offer them the opportunity to tailor aspects of our products to suit the specific needs of their space, and customers can also take advantage of our space planning services. Using surveys and client-supplied floor plans, our team of space planning experts provide workspace and storage solution designs that can incorporate anything from our full catalog of products, from large office suites all the way down to small desktop accessories. Plus, our design renderings will show just how Safco products fit into the space, adding colors and textures so customers can see what their new environment will look like. Our customer service is routinely named among the best in the industry, and our strong commitment to our customers' satisfaction is evident. In 2016 and 2019, we received the Indeal Award for Best Overall Value. In 2018, we received the Indeal Award for Most Innovative Product.

Describe the experience and qualification of key employees.

Attached to Tab 4

v. Describe Offeror's experience working with the government sector.

Safco has been awarded a GSA contract since 2011 and is currently managing over 20 active state contract awards as well.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Safco is involved in litigation from time to time that arises in the ordinary course of business. Safco has not filed or been involved in any bankruptcy during its more than fifty years in business.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Attached to Tab 4

viii. Provide any additional information relevant to this section.

Safco has no additional information to provide.



### Key Employee Qualifications and Experience

### State / Local Contract Sales Manager

- Register online annually for contract bid notification
- Make decisions on every bid to determine risk and reward
- Add and delete dealers per contract limitations and requirements
- Add and delete product from active contracts
- Submit request for price increases on all active contracts following a commercial increase
- Contract renewals and extensions
- Annual electronic update for certification of insurance requests
- Conference calls when necessary for information or disputes
- Navigate the web, looking for new contract opportunities
- Determine market strategy for underperforming contracts
- Prepare bids and negotiate contract terms on discount, freight, commission, accessorial charges, return charges, warranty extensions, and any terms unlike commercial terms and conditions
- Evaluate tier discounting using cost analysis
- Track sales and losses for continuous improvement
- Training on processes for internal staff
- Minority Report card
- Provide product for competitive bid quote directly for end user
- Update and maintain electronic excel price lists with contract specific information
- Manage pricing plans in JDE
- Create a sheet to communicate terms and conditions for each contract to use in the field
- Complete electronic vendor registration forms
- Report sales for admin fee (vendor portal) through provided web or email
- Submit check request by deadline

### State Sales Support, Admin, Customer Service

- Provide detailed support to the field and external dealers
- Prioritize and respond to emails
- Warranty
- Edit orders
- Calculate and pay commissions
- Returns when necessary/credits when necessary
- Set up new accounts and update old accounts when necessary
- Follow up with special non-dock end users
- Resolve pending discrepancies
- Download sales, create excel spreadsheet
- Provide quotes using contract pricing
- Help manage large projects
- Enter Orders using contract terms sheets
- Submit requests for new account set up
- Acknowledge all end user orders to dealer of record

### Senior Marketing Manager

- Penetrate market channels effectively to meet objectives via knowledge and strategic planning and deployment
- Transform keen understanding of all communication mediums into plan that drives revenue optimization by channel, consumer segment, and vertical
- Transfer industry expertise into sound go-to-market strategies & executional plan
- Lead for Strategic Initiatives
- Development of the comprehensive marketing strategy as well as specific plans for all channels served;
   contract, ecommerce, other (mega/wholesale)
- Develop and manage strong partnership will sales leadership; travel into field at minimum 1x/quarter.
- Assess, understand, and communicate future market shifts be the expert for the organization
- Leadership of market team pillar; 5-year market plan, strategy work, & overall growth plan as well as oversight of the execution of the same
- Bachelor's degree minimum.
- 10+ years of experience within a Marketing Manager role
- Leadership experience to include project management

# Team Competencies/Talents/Personal Attributes ( Note: Take from LDI Values in Practice Leading Self/Others/Business & Function):

- Care Strong aptitude for cross functional awareness, alignment and agreement
- Innovation Ability to identify and articulate the unseen opportunities for growth
- Trust Natural giver of trust; inherent recipient of confidence
- Excellence Instinctively driven to be the best in every aspect possible Position Summary:

Last Updated: December 7, 2019

Include entity name: Washington and Lee University Contact name and title: Truman Payne, Facilities Planner

Contact phone 540-458-8361 Contact email: tpayne@wlu.edu

City, State: Lexington, VA

Years serviced: Multiple Systems purchased 8+ years to recently purchased and installed system in June 2019.

Description of services: Mobile 1000 Storage system for books, volumes, archives

Annual volume: \$692,062 in 2019

Include entity name: Texas State Technical College

Contact name and title: Adan Alvarez, Senior Project Manager

Contact phone: 540-458-8361

Contact email: adan.alvarez@harlingen.tstc.edu

City, state: Edinburg, TX

Years serviced: 5

Description of services: 4 phases of projects over 5 years E5, Training Tables, Casegoods, Seating, Storage

Annual volume: \$367,962 for 2018 and 28,184 for 2019

Include entity name: Bronx District Attorney's Office Contact name and title: Peter Kennedy, Assistant DA.

Contact phone: 718-838-7269

Contact email: Kennedyp@bronxda.ny.gov

City, State: Bronx, NY City, NY

Years serviced: 1 year

Description of services: TechWorks/Technical Workbenching Furniture and 4-Post Shelving

Annual Sales: 76,278 in 2018

Include entity name: University of SC at Upstate

Contact name and title: Freda Davison, Dean of the Library

Contact phone 864-503-5610

Contact email: fdavison@uscupstate.edu

City, State: Spartanburg, SC

Years serviced: 2

Description of services: Mobile 1000 Storage system for books, volumes, archives

Annual Sales: \$197,460 in 2018 and \$134,295 in 2019

Include entity name: Concordia Seminary, Library

Contact name and title: Eric Stancliff, Assistant Director of Library Services

Contact phone 314-505-7033 Contact email: stancliffe@csl.edu

City, State: St. Louis, MO

Years serviced: Multiple M1000 and 4-post shelving systems purchased in 2017 and installed in 2018.

Description of services: Mobile 1000 Storage system for books, volumes, archives

Annual Sales: \$73,501 in 2018

Include entity name: City of Philadelphia Depertment of Records Contact name and title: Joshua Blay, Registrar and Collections Manager Contact phone: 215-685-9404

Contact email: joshua.blay@phila.gov

City, state: Philadelphia, PA

Years serviced: 1

Description of services: Flat Files Annual volume: \$117,000 in 2018

Include entity name: LA County Superior Court

Contact name and title: Hovig Bodozian, Project Manager

Contact phone: 626-471-7686

Contact email: HBodozian@lacourt.org

City, state: Los Angeles, CA

Years serviced: 3

Description of services: Casegoods, Seating, Height Adjustable Tables

Annual volume: \$250,000 in 2018 and \$100,000 in 2019

Include entity name: Bexar County Auditor

Contact name and title: Jonathan Nanes, Bexar County Juvenile Probation

Contact phone: 210-335-1846 Contact email: jnanes@bexar.org City, state: San Antonio, TX

Years serviced: 3

Description of services: Seating, Lounge, Casegoods, and Mailroom

Annual volume: \$35,121 in 2018 and \$74,776 in 2019

Include entity name: Kern County Aging and Adult Services

Contact name and title: Michele Timmerman Program Coordinator

Contact phone 661.868.1054

Contact email: timmermanm@kerncounty.com

City, State: Bakersfield, CA

Years serviced: 1

Description of services: Mobile 1000 Filing System installed in July 2019

Annual Sales: \$30,079 in 2019

Include entity name: Department of Child Safety

Contact name and title: Gary Coley, Real Estate Manager

Contact phone: 602.255.2784

Contact email: Gary.Coley@AZDCS.GOV

City, state: Phoenix, AZ Years serviced: 5

Description of services: Meeting and Training, Mailroom, and Filing and Storage

Annual volume: 126,633 in 2019



### Value Add

Balance of Line product: These categories are ancillary categories that fit in the related products category, and add value to Safco's customers.

Ergonomic and Active Products: Our line of ergonomic and active products allows users to keep moving and comfortable throughout their workday. With a variety of options, every worker can have a more relaxing and active way to work.

Waste Receptacles: Our extensive line of waste and recycling receptacles can help keep any work environment clean. Safco has indoor/outdoor trash cans, under-desk wastebaskets, large- capacity trash and recycling centers, customizable options, and more to fit every waste need.

Facilities: Safco has the products to help you do the heavy lifting. Our line of hand trucks, platform trucks and dollies can easily move large and heavy items across the work environment.

### Safco is a sole source solution:

Safco is known for our durable, high quality manufactured products, which include many produced for niche categories like high-density storage, meeting and training, shipping and mailroom, and technical workbenches. Our experience in these areas makes us a valuable partner in creating collaborative and space-saving designs. Safco's case goods are easy to assemble and configure, and our line of quick ship products provides fast, convenient solutions. As a full line provider with a wide selection of products, Safco can be a single source solution for all furniture needs. We offer products for every workspace from individual/private offices to open plan environments – including benching applications – to collaborative spaces that promote conversation and brainstorming. Our customers appreciate the custom and configurable options within our product lines as well, which offer them the opportunity to tailor aspects of our products to suit the specific needs of their space, and customers can also take advantage of our space planning services.

### **Space Planning Services:**

Safco offers Space Planning. Our team of space planning experts provide workspace and storage solution designs that include our entire product offering, right down to every last mesh organizer. We offer individual/private office and open plan spaces including benching applications, as well as collaborative space ideal, for conversation and brainstorming. Our online or printable surveys and our "how to" guides will direct dealer and users to provide the necessary details, allowing our space planners to create tailored solutions. Our design renderings showcase how Safco products will fit into their space and bring in color and textures so they can see what the planned space will look like.

### **Cutting Edge Manufacturing Facility:**

Safco has made technological advances through the use of our new, state of the art manufacturing facility. Our cutting edge machines include a new automated panel bender, new automated laser cutter, and new powder coat paint process.

### Past Experience:

Safco is not new to public sector business, as we previously held the Omnia\_NIPA contract. I was the contract manager that bid that contract for legacy Mayline, before Safco purchased the assets of Mayline. My position requirement was to grow contract sales, but I needed a solution for states with no state contract options, to fill in the gaps for states with limited product categories on their contract, and a contract that would satisfy the "3 bid" rule, as an alternative to formal bidding. It had to be a competitively bid contract that allowed education, non-profit, municipalities, and state agencies to purchase quality product at a competitive price. We found it with Omnia\_NIPA and reassigned the contract to Safco during the acquisition 3 years ago. We started out slow, but every year since then, we have seen growth in this contract, making it our largest national cooperative purchasing contract, with annual sales reaching \$1.6 million. The future is bright. We have several projects on the horizon, and many dealers that have standardized on the previous Omnia\_NIPA contract, look forward to continuing the relationships that are already in place. Safco looks forward to increasing our market share through company dedication, and variety of eye catching marketing materials.



### Marketing Plan:

Safco will promote the use of this contract for the public sector and within our K12 education initiative. We will host a webinar for our national sales team and rep groups. Presentation materials such as slides and talking points will be distributed to further enhance their training. Emails with updated terms and conditions will be distributed among the authorized dealer network.

Safco will create a co-branded press release sent for publication to: Business of Furniture, Workplace Furniture, OPI, Educational Dealer and Independent Dealer Magazines. It will also be published on the Safco website. We advertise monthly in these publications as well.

Safco will create an internal Omnia website, linked to the Omnia Partners landing page and keep it updated with approved authorized dealers, product additions and price increases.

Safco will co-brand existing brochures and marketing materials to support the Master Agreement. These will be distributed via our rep groups, email and dealer database, and at trade shows. They will be linked via the OMNIA Partners landing page on the website.

Safco is committed to continuing to attend trade shows, or providing the samples and marketing materials so one of our authorized dealers can represent our product and contract at the shows. We have already reserved a booth at the NIGP Annual Forum in the Omnia section. This will be our third consecutive year participating. Safco will adequately staff all trade show booths and provide emails and banners to support the forum, and co-branded marketing materials.

### **Marketing Tools:**

Safco® Products will create a variety of marketing tools to support this contract.

Our activities include, but are not limited to:

Dedicated overview landing page with:

- o Logo
- o Link to Omnia website
- o Summary of contract and services offered
- Due Diligence Documents: copy of solicitation, copy of contract and any amendments, marketing materials

Devoted product page

Co-branded Press Release PDF

Digital/printed flyer focused on the contract opportunities

Co-branded brochures, sell sheets and other flyers (digital and print) to participate in a variety of trade shows

Webinars to our sales force

PPT slide(s) describing the contract opportunities

Presentation at our annual Principal's meeting

At this time we are creating a PIM (product information management) system for easy retrieval of product data, creating a modem platform for our company website, and adding a rep portal, due to be completed in Jan 2020. This is added value to the customer because information on our website will be easy to navigate.

# ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:



We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

12/5/19 Date Suthorized Signature & Title

# ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15:
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	SatcoProductsla	Contact	D 1 St. C.
	DA+COT QUASCO	S :	Signature
			Printed Name
Address			Position with Company
	9300 W Research	Official	
	Center Rd	Authorizing Proposal	
	New HOR, MN SS	478	Signature
Phone	763-536-6700	100	Printed Name
PHONE	103 330 0100		Position with Company
Fax	AWA		

### Implementation of House Bill 1295

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

### **Electronic Filing Application:**

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

### **Frequently Asked Questions:**

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Furniture, Installation, and Related Services Solicitation Number 19-18 Addendum No. 1

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and coun of business.	try of the business entity's place		ficate Number: 9-567556	
	Safco Products Co. Minneapolis, MN United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	ne contract for which the form is	12/0	6/2019	
	being filed. Region 4 ESC		Date	Acknowledged:	
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provided in 19-18	ity or state agency to track or identificed under the contract.	the c	ontract, and pro	vide a
	Furniture, installation and related services				
4	Name of Interested Party	City, State, Country (place of busi	nece)	1	f interest oplicable)
	Maille of litterested Party	Only, Otale, Country (place of Busi	11000)	Controlling	Intermediary
Н	oman, Matthew	Minneapolis, MN United States		Х	
Le	nzen, David	Minneapolis, MN United States		x	.,
Fit	terman, Michael	Minneapolis, MN United States		х	
Lil	perty Diversified International, Inc.	Minneapolis, MN United States		×	
L					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date o	f birth is		,
	My address is(street)		state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct		Ō	· · ·	
		ty, State of, on the		day of	. 20
	COURT	y,, on the		(month)	(year)
		Signature of authorized agent of co	ntracting	g business entity	

### **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Rick Stanley representative of	_, as	an	authorized
Safia Products Co.		а	contractor
engaged by Insert Name of Company			

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Social Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Rick Stanley, President

Date"

# Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

meror's Name: Softo Products Co.
address, City, State, and Zip Code: 9300 W Research Center Rd
Phone Number: 163-536-6750 Fax Number: New Hoe, MN SSY28
Printed Name and Title of Authorized Rick Stanley Cosidert
mail Address: Cick Stanly @ Saf wo gradusts war
Signature of Authorized Representative:Da

# **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1.	Diversity Programs     Do you currently have a diversity program or any diversity partners that you do business with?			
2.	Diverse Vendor Certification Participation			
	business enterprises (MWBE), and small and/or disadvantages business both as prime and subcontractors. Offerors shall indicate below whether	n 4 ESC encourages the use of under-utilized businesses (HUB), minority and wo ess enterprises (MWBE), and small and/or disadvantages business enterprises (Sas prime and subcontractors. Offerors shall indicate below whether or not they are their subcontractors (and if so which) hold certification in any of the classified and clude proof of such certification with their response.		
	<ul> <li>a. Minority Women Business Enterprise</li> <li>Respondent certifies that this firm is an MWBE</li> </ul>	∐Yes	No	
	List certifying agency:		<u>,                                     </u>	
	b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (SBE) or Disadvantaged Business Enterprise (SBE) or DBE  List certifying agency:	t <b>erprise (</b> I ∐Yes		
	c. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is a HUB	∐Yes	⊠No	
	List certifying agency:			
	d. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is a HUBZone	∐Yes	⊠No	
	List certifying agency:			
	e. Other  Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	□Yes	⊠No —	
На 2	as Offeror made and is Offeror committed to continuing to take all affirmations. CFR 200.321 as it relates to the scope of work outlined in this solicitation?	ve steps s Yes	et forth in ∐No	

3.

# RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name

Contact Person

Signature

Date

12/5/19

Crystal Wallace Region 4 Education Service Center Business Operations Specialist