

Appendix A: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of January 1, 2020, by and between School Specialty, Inc. ("**Vendor**") and Region 10 Education Service Center ("**Region 10 ESC**") for the purchase of EDUCATIONAL SCHOOL SUPPLIES ("**the products and services**").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "**Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** 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.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 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 become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** 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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall

remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.3 **Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such a payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

8.4 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.5 **Performance and Payment Bonds** (in applicable states): Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the

prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.6 Retention: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

8.7 Reporting: Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in this section:

Member Data	Equalis Member ID
	Vendor Customer Number
	Customer Name
	Customer Street Address
	Customer City
	Customer Zip Code
	Customer State
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 <i>(Where available or applicable)</i>
	Product Category level 3 <i>(Where available or applicable)</i>
	Distributor Product Number
	Manufacturer Product Number
	Product Description

Spend Data	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$
	Admin Fee %
	Admin Fee \$

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

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

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as

established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 Administrative Fees: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

ARTICLE 10- PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 Discontinued products: If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **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.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **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.

11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor 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.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental

agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

(page 19 - 7.1 delivery)

Please allow 3-5 business days for available items shipping parcel (UPS Ground) from one of our distribution centers. Items and orders shipping via freight truck from our distribution centers may take up to one week.

Delivery times for items shipping direct from our manufacturers are variable. Most items ship within 2-4 weeks. This includes classroom and early childhood furniture and equipment. Please contact School Specialty at 888-388-3224 and we would be happy to contact our manufacturer for an estimated shipment date.

(page 19 - 7.5 additional charges)

48 States-Parcel Orders Prefix 5 Items - \$5 Minimum or 12% charge based on NET subtotal
48 States-Parcel Orders Prefix 9 Items - \$9.95 minimum or free over \$49 based on NET subtotal
48 States-Non-Parcel Orders Prefix 6 Items - Free Shipping

Live specimens (prefix L) and hazardous materials (prefix H) may incur additional charges. Please refer to www.schoolspecialty.com for more information.

AK/HI Shipping Terms:

Parcel Orders Prefix 9 items with NET subtotal of \$49 or greater ship free of charge

Parcel Orders Prefix 5 items \$5 minimum or 12% of the NET subtotal

Non-Parcel Prefix 6 items require quoted freight from our transportation department.

Please call (419) 589-1425 for a quote.

****Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.**

****Freight rates are subject to change.**

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Respondents must select one of the following options for submitting their response.

Respondent agrees to all terms and conditions outlined in each of the following exhibits

X Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.

- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group

Appendix E: QUESTIONNAIRE

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

1. States Covered

Respondent must indicate any and all states where products and services can be offered.
Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Montana |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Nevada |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> New York (exception of New York City) |
| <input type="checkbox"/> Delaware | <input checked="" type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> North Dakota |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> Ohio |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> Oklahoma |
| <input checked="" type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Oregon |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> Pennsylvania |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> Rhode Island |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input checked="" type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Missouri | |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: Please see attached

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: Please see attached

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: Please see attached

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: NMSdc, DBE, HUB



2. Diversity Programs

School Specialty acknowledges and fully embraces the MWBE/DBE/HUB participation in our Diversity Program. We are committed to working with and adding MWBE certified vendors to our supply chain as we continue to earn The Equalis Group business across the country.

Our many years of contracting with MWBE's has given us the experience and ability to build an engagement process that exceeds minimum requirements and compliance. We look forward to presenting our strategic Diversity plan for Equalis Group and will welcome your input as to our planned implementation.

We attend and participate in most national and regional conferences of WBENC and NMSDC organizations annually.

School Specialty's process begins with the utilization of databases of both the NMSDC and WBENC to source certified businesses in many business verticals. We then began the due diligence process of business validation and capabilities measurements. Once this step is completed we then match our requirements and business standards with our prospective partners.

Currently School Specialty has a database of diverse suppliers that stretch across the United States that have completed our process that we utilize on a daily basis.

For this agreement we will include four of our regional diversity partners and they are as follows (Certifications attached)

Supply Logistics and Procurement Services
329 W. 18th Street
Suite 904c
Chicago, IL 60616

Configuration Chicago, Inc.
329 W. 18th Street
Suite 904
Chicago, IL 60616

BENTCO Office Solutions
1501 Stuart Street
Chattanooga, TN 37406

District Supply Inc.
7826 Eastern Avenue NW, Suite 304
Washington, DC 20012

Thank you again for your business and this great opportunity to earn your future business.

Barkey O. Clarke
Director of Supplier Diversity and Inclusion

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 2/21/2018
Category: 4003
License#: 400318000961
License Period: 2/1/2018 - 1/31/2020

BASIC BUSINESS LICENSE

Billing Name and Address:
DISTRICT SUPPLY INC

Premise/Application's Name and Address:
DISTRICT SUPPLY, INC

Registered Agent's Name and Address:
ARVETTE LOVELACE

7826 EASTERN AVENUE NW
SUITE 304
WASHINGTON, DC 20012

1267 HOLBROOK TERRACE NE
WASHINGTON DC20002

Owner's Name
Corp. Name DISTRICT SUPPLY, INC
Trade Name

CofO/HOP# B00181247	SSL: PAR 00910169	Zone: MU-4	Ward: 4	ANC:4A	PERM NO.
UNITS: 1					

General Business - General Business Licenses

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

Melinda Bolling
Director:
Melinda Bolling

*License Effective from the later of Issued or Start of License-Period Date

In order to properly print this certificate, check these instructions. [More Information](#)

X



DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

CBE Number: LSD27332092021
Certification Period: 09/07/2018 -
09/07/2021

BUSINESS CERTIFICATION DIVISION
441 4TH Street, N.W., Suite 850N
Washington, D.C. 20001

Date Issued: 09/07/2018
Certification Categories: LBE, SBE, DBE

CERTIFICATE OF BUSINESS CERTIFICATION

This acknowledges that

DISTRICT SUPPLY

Has fulfilled the requirements to be considered a Certified Business Enterprise (CBE). A CBE is a business that is headquartered in the District of Columbia and meets all Local Business Enterprise (LBE) requirements. Businesses with CBE certification receive preference in procurement and contracting opportunities. Pursuant to 2-218.63 this certification can be revoked if a business is found to have violated the laws that govern the CBE program.

DIRECTOR
Kristi C. Whitfield





ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde, Acting Director

March 25, 2019

Certification Term Expires: March 25, 2020

Mr. Arron Fullbright
Configuration Chicago Inc.
10 E. Garfield
Chicago, IL 60423

Re: Minority Business Enterprise (MBE)

Dear Arron Fullbright:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 36000: FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT, AND SUPPLIES
NIGP 42500: FURNITURE: OFFICE
NIGP 97542: MACHINERY AND HEAVY HARDWARE RENTAL OR LEASE

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager



THIS CERTIFIES THAT

CONFIGURATION CHICAGO INC.

* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423210; 442210; 532490

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/31/2018

Issued Date

CH01973

Certificate Number

07/31/2019

Expiration Date

Adrienne C. Trimble
Adrienne Trimble

Shelia C. Morgan

Shelia C. Morgan

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

THIS CERTIFIES THAT

SUPPLY LOGISTICS & PROCUREMENT SERVICES, LLC



* Nationally certified by the: **CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423720; 561210; 541614; 541611

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/31/2018

Issued Date

CH02567

Certificate Number

07/31/2019

Expiration Date

A handwritten signature in black ink, appearing to read "Louis Green".

Louis Green

A handwritten signature in black ink, appearing to read "Sheila C. Morgan".

Sheila C. Morgan

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original Certification
Date: 01/31/2013

Stephen Phillips - Owner
SUPPLY LOGISTICS & PROCUREMENT SERVICES, LLC
Chicago, IL, 60605-2769

Dear Stephen Phillips:

Welcome to the HUBZone Program!

I am pleased to advise you that effective this date your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. Congratulations! This certification will remain in effect until the HUBZone area that impacts your firm's eligibility, ceases to be designated as such, <http://www.sba.gov/content/hubzone-maps>.

The HUBZone Office now offers assistance via an interactive conference call at 888-858-2144, access code 3061773# (pound symbol), where we can respond to your general questions and concerns in real-time. Please visit our website at <http://www.sba.gov/hubzone>, for additional information regarding HUBZone application assistance office hours and calendar of topics to be discussed.

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the SAM and DSBS information systems. For your firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your SAM or DSBS information, please go to the SAM Help Desk at <https://www.fsd.gov/app/answers/list>.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern (that may affect its continued eligibility) you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your SAM and DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and might subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your SAM and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we have significantly increased our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be subject to any or all of the following initiatives designed to verify the ongoing eligibility of certified concerns:
 - SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program, or voluntarily withdraws
 - SBA requiring your concern to submit updated documentation similar to the information and documents you provided to obtain initial certification in order to verify that you remain eligible for the program
 - If you should receive a HUBZone contract, SBA requiring your concern to demonstrate that it was eligible for the program both at the time of its initial offer and award
 - SBA making unannounced site visits to any or all of your concern's locations to verify the accuracy of any information provided to SBA

GC MED - HUBZone - Application Guide to the HUBZone Program Page 2 of 2

NOTE THAT ANY SBC FOUND TO MISREPRESENT ITSELF MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although your status as a certified HUBZone small business concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research contracting opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following web resources designed to help you maximize the Program's benefits:

• SBA's Government Contracting Classroom website at (<http://www.sba.gov/gcclassroom>) provides valuable information on Federal contracting. (Please note that while your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.)

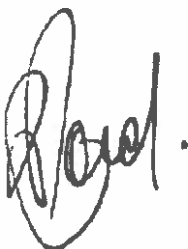
• SBA's Services website (www.sba.gov/services) is a good starting point for accessing a wide range of resources relevant to HUBZone certified firms, including online courses on how to identify, win, and successfully execute Federal Government contracts.

• SBA's Surety Bond Program website (www.sba.gov/osq) provides information on how to apply for an SBA surety bond guarantee.

Thank you for contributing to US economic development

We wish you the best of luck with your HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which you operate. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, please do not hesitate to contact the HUBZone Help Desk at HUBZone@sba.gov.

Sincerely,



Mariana Pardo
Director
Office of HUBZone Program

HUBZone Certification Number: 48940

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416

https://eweb1sp.sba.gov/hubzone/internet/common/view_firm_letter.cfm?IMSeqNmb=489... 1/31/2013



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV 19 2018

Stephen Lee Phillips
Supply Logistics & Procurement Services LLC
329 W. 18th Street - Suite 904C
Chicago, IL 60616

Dear Mr. Phillips:

The City of Chicago, your host agency, is pleased to notify you that your firm, **Supply Logistics & Procurement Services LLC** has met the requirements for certification as a **Disadvantaged Business Enterprise ("DBE")** and **Airport Concessions Disadvantaged Business Enterprise ("ACDBE")** in accordance with the governing federal regulations, 49 CFR parts 23 and 26.

This certification allows your firm to participate as a DBE and as an ACDBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra, and Pace.

To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. **Your anniversary date is October 15.** Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS Code(s):

423450 - Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers

423720 - Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers

541611 - Administrative Management and General Management Consulting Services

541614 - Process, Physical Distribution, and Logistics Consulting Services

561210 - Facilities Support Services

561990 - All Other Support Services

This Directory is used by prime contractors/ consultants, as well as other agencies, to solicit participation of DBE and ACDBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.

Your participation on contracts will only be credited toward DBE/ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a contract goal, the DBE and/or ACDBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE/ACDBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-4900.

Sincerely,



Shannon E. Andrews ^{ms}
Chief Procurement Officer

SEA/rn

City of Chattanooga Government



City of Chattanooga Government
Office of Multicultural Affairs
101 East 11th Street
Chattanooga, TN 37402
jmckissic@chattanooga.gov

April 16, 2018

Mr. Edward F. Bentley
Bentco Office Solutions LLC
PO Box 5613
Chattanooga, TN 37406

Dear Mr. Bentley,

Thank you for your recent City of Chattanooga Disadvantaged Business Enterprise (DBE) Internal Certification application. I am pleased to notify you that your application has been received, satisfies the minimum certification requirements, and that you are now certified. This certification will expire three years after the date of this letter.

Certification Name: Bentco Office Solutions, LLC

Certification Number: 0416182

Please make sure to visit your City of Chattanooga Vendor Registration online and indicate that you are now City DBE certified.

I look forward to providing resource information to you, in support of your pursuit of future City of Chattanooga business and contracting opportunities. Please reach out to me at any time.

Best regards,

James McKissic

Director: Multicultural Affairs

THIS CERTIFIES THAT

Bentco Office Solutions, LLC



* Nationally certified by the: **TRISTATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 453210; 424110; 238390; 423210; 424120; 442110; 532420; 322230

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/10/2018

Issued Date

TN01617

Certificate Number

12/18/2019

Expiration Date

Adrienne C. Trimble
Adrienne Trimble

Cheri K. Henderson

Cheri K. Henderson, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Tennessee Uniform Certification Program

Member Agencies

Tennessee Department
of Transportation

Metropolitan Knoxville
Airport Authority

Chattanooga Metropolitan
Airport Authority

Memphis Shelby County
Airport Authority

Metropolitan Nashville
Airport Authority

Chattanooga Area Regional
Transportation Authority

Memphis Area
Transit Authority

Jackson Transit Authority

Springfield Airport Authority

Tri-Cities Airport Commission

Clarksville Transit System

Regional Transportation
Authority [Middle TN]

Nashville Metropolitan
Transit Authority

Knoxville Area Transit

Jackson Airport Authority

Johnson City Transit

Bristol Tennessee Transit

Albion/Seaborn Rover
Public Transit

Kingsport Area Transit Service



STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION Civil Rights Division

Suite 1800, James K. Polk Building
505 Deaderick Street, Nashville, Tennessee 37243
Telephone No. 615-741-3681, Fax No. 615-741-3169 Toll Free No. (888) 370-3647

August 20, 2018

Mr. Edward F. Bentley
Bentco Office Solutions, LLC
P.O. Box 5613
Chattanooga, TN 37406

RE: DBE Continued Certification

Dear Mr. Bentley:

Your request for continued Disadvantaged Business Enterprise (DBE) status has been reviewed. The Small Business Development Program (SBDP) is pleased to inform you that your company's certification will remain as a Tennessee Department of Transportation (TDOT) certified DBE for the following work categories:

Office Equipment: furniture, supplies and ergonomic work equipment

The SBDP will be monitoring the operation of your firm from time to time to ensure that it operates as represented within the Federal regulations. Certification will be revoked upon a determination that your firm is not in compliance.

This certification must be updated annually by the submission of a new "No Change Declaration," with supporting documents. Also, the SBDP must be notified if and when there is any change in the ownership or control of the firm. Your company will be reminded approximately 45 days prior to your required annual update. However, the responsibility to assure continued certification is yours.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Neese".

David W. Neese
Director, Small Business Development Program

DWN/ec

Edward F Bentley

From: hubzone@sba.gov
Sent: Friday, February 02, 2018 1:18 PM
To: edwardb@bentcooffice.com
Subject: Your HUBZone Application No: 46512 has been self Recertified

SBA - HUBZone
CONTINUED CERTIFICATION LETTER (RECERTIFICATION)

Edward F Bentley - OWNER
1501 STUART ST
CHATTANOOGA, TN, 37406-4042

Dear Edward F Bentley:

I am pleased to advise you that based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect unless SBA later determines that the firm does not meet the eligibility requirements of the program or the firm submits a [voluntary decertification form](#). The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the program benefits the firm may receive come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone geographical designations by visiting the HUBZone website at <http://www.sba.gov/content/hubzone-maps>.** Check SBA's HUBZone mapping pages to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in geographical designations may critically affect the firm's compliance with Program requirements that its principal office be located in a HUBZone, and/or that at least 35% of its employees reside in a HUBZone.
Sign up to receive HUBZone News Updates by entering your email address at <https://public.govdelivery.com/accounts/USSBA/subscriber/new>. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.
- **Remaining in compliance at all times and staying updated on Program changes.** It is the firm's responsibility to continually ensure that it meets the requirements of the Program. This includes, for example, continuously meeting the 35% HUBZone residency requirement. The firm can make good faith efforts to "attempt to maintain" (see definition at [13 C.F.R. §126.103](#)) having 35% of its employees reside in a HUBZone during the performance of a HUBZone contract it received (as a prime, not as a subcontractor). But, the business must meet this residency requirement anytime it submits an offer on and receives a new HUBZone contract. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to the firm as a qualified HUBZone

City of Chattanooga Government



City of Chattanooga Government
Office of Multicultural Affairs
101 East 11th Street
Chattanooga, TN 37402
jmckissic@chattanooga.gov

April 16, 2018

Mr. Edward F. Bentley
Bentco Office Solutions LLC
PO Box 5613
Chattanooga, TN 37406

Dear Mr. Bentley,

Thank you for your recent City of Chattanooga Disadvantaged Business Enterprise (DBE) Internal Certification application. I am pleased to notify you that your application has been received, satisfies the minimum certification requirements, and that you are now certified. This certification will expire three years after the date of this letter.

Certification Name: Bentco Office Solutions, LLC

Certification Number: 0416182

Please make sure to visit your City of Chattanooga Vendor Registration online and indicate that you are now City DBE certified.

I look forward to providing resource information to you, in support of your pursuit of future City of Chattanooga business and contracting opportunities. Please reach out to me at any time.

Best regards,

James McKissic

Director, Multicultural Affairs

Tennessee Uniform Certification Program

Member Agencies

Tennessee Department
of Transportation

Metropolitan Knoxville
Airport Authority

Chattanooga Metropolitan
Airport Authority

Memphis Shelby County
Airport Authority

Metropolitan Nashville
Airport Authority

Chattanooga Area Regional
Transportation Authority

Memphis Area
Transit Authority

Jackson Transit Authority

Smyrna Airport Authority

Tri-Cities Airport Commission

Clarksville Transit System

Regional Transportation
Authority [Middle TN]

Nashville Metropolitan
Transit Authority

Knoxville Area Transit

Jackson Airport Authority

Johnson City Transit

Bristol Tennessee Transit

Murfreesboro Rover
Public Transit

Kingsport Area Transit Service



STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION Civil Rights Division

Suite 1800, James K. Polk Building
505 Deaderick Street, Nashville, Tennessee 37243
Telephone No. 615-741-3681, Fax No. 615-741-3169 Toll Free No. (888) 370-3647

August 25, 2017

Mr. Edward F. Bentley
Bentco Office Solutions, LLC
P.O. Box 5613
Chattanooga, TN 37406

RE: DBE Continued Certification

Dear Mr. Bentley:

Your request for continued Disadvantaged Business Enterprise (DBE) status has been reviewed. The Small Business Development Program (SBDP) is pleased to inform you that your company's certification will remain as a Tennessee Department of Transportation (TDOT) certified DBE for the following work category(ies):

Office Equipment: furniture, supplies and ergonomic work equipment

The SBDP will be monitoring the operation of your firm from time to time to ensure that it operates as represented within the Federal regulations. Certification will be revoked upon a determination that your firm is not in compliance.

This certification must be updated annually by the submission of a new "No Change Declaration," with supporting documents. Also, the SBDP must be notified if and when there is any change in the ownership or control of the firm. Your company will be reminded approximately 45 days prior to your required annual update. However, the responsibility to assure continued certification is yours.

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Neese".

David W. Neese
Director, Small Business Development Program

DWN/rw

Certification Number: 020905-01
Industry: Office Supplies



*The Governor's Office of Diversity Business Enterprise
for the State of Tennessee, having determined that*

BENTCO OFFICE SOLUTIONS

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,
Chapter 5, Part 8, and the policies adopted thereunder, hereby grants the designation of*
Minority Owned Business
and is recognized as such until the expiration of registration and certification on

February 9, 2017

*In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of
General Services hereto affix our hand and the Great Seal of the State.*



Shelby J. Simpson
Program Director, Governor's Office of Diversity Business Enterprise

4. Residency

Responding Company's principal place of business is in the city of Greenville State of WI.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Greg Harbaugh

Title: VP - Business Development

Company: School Specialty, Inc.

Address: W6316 Design Drive

City: Greenville State: WI Zip: 54942

Phone: 856-217-8307 Fax: 888-388-6344

Email: greg.harbaugh@schoolspecialty.com

Billing & Reporting/Accounts Payable

Contact Person: Accounts Payable

Title: Accounts Payable

Company: School Specialty, Inc.

Address: W6316 Design Drive

City: Greenville State: WI Zip: 54942

Phone: 877-882-5856 Fax: 920-993-4385

Email: arrequests@schoolspecialty.com

Marketing

Contact Person: Helen Schleis

Title: Marketing Manager
 Company: School Specialty, Inc.
 Address: W6316 Design Drive
 City: Greenville State: WI Zip: 54942
 Phone: 678-823-5125 Fax: 888-388-6344
 Email: helen.schleis@schoolspecialty.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing through reseller
 Value-added reseller Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. Yes No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperative/Group Purchasing Experience

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
<u>Omnia Partners</u>	<u>R190503</u>	<u>6/1/2022</u>
<u>AEPA</u>	<u>IFB019-E</u>	<u>2/28/2020</u>

Appendix H: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #10 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #11 Ownership Disclosure Form
- DOC #12 Non-Collusion Affidavit
- DOC #13 Affirmative Action Affidavit
- DOC #14 Political Contribution Disclosure Form
- DOC #15 Stockholder Disclosure Form

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: School Specialty, Inc.

Title of Authorized Representative: Assistant Secretary

Mailing Address: W6316 Design Drive Greenville, WI 54942

Signature: 

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: School Specialty, Inc.

Title of Authorized Representative: Assistant Secretary

Mailing Address: W6316 Design Drive

Signature: 

DOC #3 LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.



Signature of Respondent

11/13/19

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

11/13/19

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

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.

VENDOR School Specialty, Inc.

ADDRESS W6316 Design Drive

Greenville, WI 54942

PHONE 888-388-3224

FAX 888-388-6344

RESPONDANT


Signature

Sarah Peterson

Printed Name

Assistant Secretary

Position with Company

AUTHORIZING OFFICIAL


Signature

Amy Fuss

Printed Name

Assistant Secretary

Position with Company

DOC #6 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:

Starting on January 1, 2016, the commission will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



**As of Jan. 1, 2018,
TX Form 1295, Certificate of Interested Parties
IS NOT APPLICABLE
for School Specialty, Inc. or any of its subsidiaries
since we are a publicly traded corporation**

(Traded under SCOO on the OTCQB marketplace)
more information may be found at <http://investors.schoolspecialty.com/>

Texas Ethics Commission Rules § 46.1(c).

4. Are there certain contracts that do not require Form 1295?

Yes. Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018.

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education
- (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

[https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who Is Interested Party](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who%20Is%20Interested%20Party)

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

School Specialty, Inc.	W6316 Design Drive	
Company Name	Address	
Greenville	WI	54942
City	State	Zip

Appendix F: COMPANY PROFILE

Please provide the following:

General Profile

1. Company's official registered name.
[School Specialty, Inc.](#)
2. Brief history of your company, including the year it was established.
[Please see attached.](#)
3. Company's Dun & Bradstreet (D&B) number.
[079118224](#)
4. Corporate office location.
[Greenville, WI](#)
5. List the total number of sales persons employed by your organization within the United States, broken down by market. [Sales Management - 45, Outside Sales Representatives - 121, Sales PbD Furniture - 37, Inside Sales Representatives - 121](#)
6. List the number and location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
[Please see attached.](#)
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. **Sales** [Greg Harbaugh](#) - Email: greg.harbaugh@schoolspecialty.com, Ph # 856- 217-8307
 - b. **Sales Support** [David Fricke](#) - Email: david.fricke@schoolspecialty.com, Ph # 800-554-7632
 - c. **Marketing** [Helen Schleis](#) - Email: helen.schleis@schoolspecialty.com, Ph # 678-823-5125
 - d. **Financial Reporting** [Gary Streufert](#) - Email: gary.streufert@schoolspecialty.com, Ph # 920-882-5644
 - e. **Executive Support** [Michael Buenzow](#) - Email: michael.buenzow@schoolspecialty.com, Ph # 920-358-4293
8. Define your standard terms of payment.
[Net 30 days](#)
9. Who is your competition in the marketplace? [School Specialty offers a unique combination of products and services and therefore, do not have a direct competitor in the market. However, we compete with regional and niche companies. For example: Quill, Staples Advantage, Lakeshore, Dick Blick, Gopher and US Games.](#)
10. Overall annual sales for last three (3) years;
[2017: \\$682,578,813 2018: \\$677,615,482 2019 \(YTD\): \\$590,258,900](#)
11. Overall public sector sales, excluding Federal Government, for last three (3) years;
[2017: \\$682,578,813 2018: \\$677,615,482 2019 \(YTD\): \\$590,258,900](#)
12. What is your strategy to increase market share? [Utilization of the largest Inside/Outside sales force in the education industry is key to increasing our market share. Increased penetration in the specialty areas, combined with a large selection of product, great service and competitive pricing, are all strategies to increase our market share.](#)
13. What differentiates your company from competitors?
[Please see attached.](#)
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
[Please see attached flyer, School Specialty Online: At-A-Glance.](#)
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
[Please see attached.](#)
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
[Please see attached.](#)



2. Brief history of your company, including the year it was established.

With a 60-year legacy, School Specialty is a leading provider of comprehensive learning environments for the preK-12 education marketplace in the U.S. School Specialty believes every student can flourish in an environment where they are engaged and inspired to learn and grow. In support of our vision to transform more than classrooms by improving learning outcomes and district performance, the company applies its unmatched team of subject-matter experts and designs, manufactures and distributes a broad assortment of name brand and proprietary products to deliver upon its unique value proposition – including essential classroom supplies, furniture and design services, educational technology, science curriculum, supplemental learning resources, professional development, funding assistance and more.

School Specialty, Inc. was established in 1959.



6. List the number and location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Corporate Office

School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942

Fulfillment Centers

School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942

Contact Information:

Bryce Frank
Director Fulfillment Center
Ph # 920-202-6281
Email: byrce.frank@schoolspecialty.com

Amy Jaskolski
Manager Fulfillment Center
Ph # 920-243-5241
Email: amy.jaskolski@schoolspecialty.com

School Specialty, Inc.
100 Paragon Parkway
Mansfield, OH 44903

Contact Information:

Justin Welsh
Director Fulfillment Center
Ph # 419-589-1389
Email: justin.welsh@schoolspecialty.com

Michael Harris
Manager Fulfillment Center
Ph # 419-589-1822
Email: michael.harris@schoolspecialty.com



13. What differentiates your company from competitors?

School Specialty, Inc. is the largest, and only, national U.S. distributor of non-textbook educational supplies and furniture for students' pre-kindergarten through grade 12. We are a leading education company that provides products, programs, and services that help educators engage and inspire students.

SSI is a corporation organized under the laws of the State of Delaware, and has been in business since 1959. As of June 10, 1998, SSI is a publicly held company. SSI has 10 divisions and the largest and most sophisticated distribution network among its direct competitors with 4 fully automated, seamlessly-integrated distribution centers totaling over 1 million square feet of operating space. We are currently seven times larger than our next closest competitor in the school market.

Through our combined family of companies and acquisitions, School Specialty, Inc. has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. SSI provides a comprehensive offering of high quality products to school districts, school administrators and teachers through the broad distribution of its catalogs. Some of these categories include science, art, reading & literacy, early childhood, life skills, physical education and health, special learning needs, visual media, furniture and equipment, instructional materials, library related products, and many other classroom essentials. We offer over 100,000 products to more than 110,000 schools throughout the United States & Canada. SSI also has capabilities in the designing and the renovation of schools through our Projects by Design program.

We recognize that educational supply procurement decisions are made by administrators at the district and school levels, and by teachers and curriculum specialists at the classroom level. As a result, we have created an innovative multi-channel sales and marketing strategy enabling us to market our products to the various levels of buyers within the education market.

The "traditional" or "top down" approach targets school districts and school administrators through our traditional sales force.

We believe most of our brands hold the leading market position in their respective categories. We have also solidified this leading market position by acquiring companies that have expanded our geographic presence and product offering. The critical mass we have achieved allows us to benefit from increased buying power while leveraging our national distribution network and sales force to operate more efficiently.

School Specialty has grown through internal expansion of its current products and aggressive acquisition of additional education based companies. With this growth come opportunities for all School Specialty associates. The company relies on its associates to commit to the teamwork, professionalism, and mutual trust and respect it takes to achieve absolute customer satisfaction.

School Specialty Online: At-A-Glance

School Specialty Online is a mature, comprehensive easy to use website. Teachers, secretaries, treasurers, and business officials can easily navigate their way through completing a requisition, and submitting through a pre-determined customized workflow that mirrors the way they do business currently. Do not change the way you create and approve orders (unless you want to!), just change the method in which you accomplish those same tasks. When the initial requester (most likely the teacher) creates their shopping list online, everything else becomes that much more correct, secure, and timely. Whether you complete the process online or just come to our website to obtain correct pricing, School Specialty Online makes life easier.



FEATURES

My pricing, every time: When users log into our website any contracts or price agreements you have with us are reflected in the net price. Never wonder what your price is again!

Images make decisions easier: See exactly what you're getting! Reviews, like items, customer ratings all help your users make good decisions.

Personal or Shared Shopping Lists: Save carts as lists for easy retrieval of items, or search for wish list items and put them in a personal shopping list. Shared lists help your users easily choose your preferred items or view market basket priced items.

Digital Catalogs: Stop all that paper from entering your building! Every paper catalog is digitized on our website – search by keywords, contents or index to quickly view items. Just click the item number to add to your cart!

Shop By Classroom (type): New to that space? Click on one of our Interactive Classroom, Cafeteria, Lab, Early Childhood or Art Room (to name a few) icons to view the typical items purchased for that room.

Order By Number: Quickly add items from requisition or bid lists, or type your items from last years (paper, of course we save the online carts for you) using this feature.


Customized workflows: Send your cart on for approval to whomever you hand paper requests to today!

Stock status: Need it in a hurry? View every items status in your cart. If we don't have it today we will tell you when we will get it!

Budget Codes: Want to manage budgets on our system? Comprehensive customizable options to store and select budget codes.

PO Spending Limits/Blanket Orders: Enter a blanket PO in your system, then add it to our website and give users access to it. We will make sure no one overspends!

Customize Payment Methods: PCards? Invoice? No payment method? All these are possible and users cannot get around it.

Next Day Delivery: Need it tomorrow? Look for this  icon on thousands of products and submit your order before 4pm to have it delivered the next business day.

100% Accurate: Electronically submitted orders have correct pricing, fewer returns, virtually no credits or replacement orders. Plus—orders, packing slips and invoices match exactly, every time!

DID YOU KNOW...

School Specialty Online interfaces (punchout) with many Accounting Software packages including:

Alio	Pecos/Elcom
Aptafund	Peoplesoft
Bellweather	Periscope/Buyspeed
Coupa	ReqNet from Ariett
Cribellum	SAP
Epylon	SciQuest
Equallevel	Skyward
ESM eSchool Mall	Smart
Great Plains	Spendbridge
Harris Solutions	Sungard Business Plus
Infinite Visions/iVisions	Sungard eFinance Plus
K12 Buy	TIES
Keystone	Tyler Technologies
Lawson	Unifund
Munis	Wilson
Oracle	WinCap



School Specialty Online: At-A-Glance

YOUR SCHOOL SPECIALTY LOGIN PROVIDES
ACCESS TO ALL OF OUR BRANDS



WHAT IS PUNCHOUT, ANYWAY?

For us, punchout is just a different way for customers to log into our www.schoolspecialty.com website! Once you get there, nothing is different in the way you search or enter items. The difference is, on the customer side, you are presented with our website through entering a requisition on your accounting software system! When you select a punchout vendor from your Requisition Entry screen, the next screen you see is our website. Access your shopping lists, search for items, or enter them by item number. When you've finished with your shopping cart, proceed to checkout and submit it—you will now see those line items in your accounting software requisition! Go through all the normal approvals, and at the end of the process, rather than printing or emailing or faxing your order, your accounting system actually transmits those punchout orders directly to us. **Voila!**



DOES THIS MEAN I NEED A LOGIN OR SEAT LICENSE IN MY ACCOUNTING SYSTEM FOR EACH TEACHER?

NO!

With School Specialty, keep your teachers on our website directly, we will send all their submitted carts to your punchout! Go through the same means to get to our website, then simply click **MY ACCOUNT** and choose **RETRIEVE CARTS**. Find your teachers cart, view it then click **RETRIEVE** and you will now see all those line items in your accounting software requisition!

YOUR eCOMMERCE DEVELOPMENT MANAGERS

WESTERN US & CANADA:

Kurt VanHandel

kurt.vanhandel@schoolspecialty.com
920.205.0179

Eastern US:

Debbie Douglass

debbie.douglass@schoolspecialty.com
413.575.8831

Web Support: websupport@schoolspecialty.com



15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

During peak demand, School Specialty employs over 120 customer care specialists. The Customer Care team associates are available Monday through Friday 8AM - 7PM Eastern Standard Time. They may be reached at 1-888-388-3224. Our team is located in Greenville, WI, Mansfield, OH, and Nashua, NH.

Online resources and tools now available 24/7 make it even more convenient for you. Locate your order, obtain tracking information, request documentation, report incomplete, incorrect or damaged orders and more! Try using our helpful web features today to take the hassle out of everyday order-related concerns and questions. See this service at customercare.schoolspecialty.com.

Our Customer Care team has a "First Resolution" goal. All customer requests are resolved on the first contact with the customer. School Specialty realizes the importance of customer satisfaction combined with company goals and employee skills and growth. Two keys to customer satisfaction is the ability to quickly and easily place an order and receive the product.



16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Summary School Specialty Litigation

Pending Litigation:

- Aaron Nathaniel Douglas vs. Premier School Agendas LTD, Peel District School Board and Castlebridge Public School, Ontario Superior Court of Justice, Canada, Court File 00-19-00000626-0000, February 8, 2019. This is a product liability lawsuit related to alleged injuries sustained from the use of a Neorok stool. This lawsuit is in the discovery stage.
- David and Beth Micca vs. School Specialty, Inc. et al., Index No. E2019007475, October 4, 2019. Plaintiff alleges that products sold by J.L. Hammett (a company SSI purchased many years after the alleged exposure, in an asset acquisition) exposed plaintiff to asbestos and caused the resulting illness of malignant mesothelioma. The exposure is alleged to have occurred sometime in or around 1975. This lawsuit is in the discovery stage.
- Joanna M. Mankowski vs. School Specialty, Inc. et al. Madison County Third Judicial Circuit Court, Illinois, Case # 18L702, March 06, 2019. This claim is for wrongful death related to exposure to asbestos. The plaintiff has sued a broad category of defendants. School Specialty has responded to interrogatories but has not received a response to from plaintiff regarding how the alleged exposure occurred.

Concluded Litigation:

- Lori Zolman v. School Specialty, Inc., Northern District of Ohio, United States District Court Case # 118CV01926. On August 21st, 2018, Lori Zolman filed a lawsuit against School Specialty for various claims related to wrongful termination. The lawsuit was resolved by way of a confidential settlement agreement.
- Coding Technologies, LLC v. School Specialty, Inc. On May 5th, 2018 School Specialty received a summons and copy of a lawsuit filed in the United States District Court for the District of Delaware. The lawsuit is for patent infringement, regarding the use of QR codes in School Specialty catalogs. The lawsuit was resolved by way of a confidential settlement agreement.
- Carol Bailey vs. Saddleback Valley Unified School District, School Specialty, Inc. and Balfour Beatty Construction, LLC in the Superior Court, County of Orange, State of California, Court Action 30-2016-00866602-CU-PO-CJC. An invitee to a High School social function was injured on a concrete locker "mat". School Specialty was contracted to move lockers to an adjacent area. This matter was resolved by way of a confidential settlement agreement.



- Renner v. Artcobell et al. Civil Action No.: 3:15-cv-01646-JCH. On November 10th, 2015 Keri Ann Renner filed a lawsuit against School Specialty and Artcobell/Midwest Folding, for an injury allegedly caused by a defective cafeteria table that was sold by School Specialty and manufactured by Artcobell/Midwest folding. This is an insured claim. The parties entered into a confidential settlement agreement.
- Sanders v. Lobar, Inc., et al. This lawsuit alleges that the defendants maintaining control of the safety at the construction site for Maple Manor Elementary/Middle School in Hazleton Pennsylvania did so improperly as to cause an injury to a business invitee on steel rebar. School Specialty was contracted to provide furniture for the finished classrooms and currently believes it was included in this lawsuit because all contracted parties were named as defendants. The complaint was served on October 6th, 2016. School Specialty was dismissed from this claim with no liability.
- Doyle Bruce, etc., vs. School Specialty, Inc., etc., et al., Fresno County - Superior Court, CA, Filed February 2, 2017 - Case # 17CECG00364. Mr. Bruce was let go in November of 2016 as part of SSI's sales restructuring. Mr. Bruce was a sales representative in Fresno CA. Mr. Bruce is alleging age discrimination and other damages. The parties entered into a confidential settlement agreement.
- Tim Ridgway vs School Specialty, Inc. Fulton County State Court, Case # 16EV004688, October 12, 2016. This lawsuit alleged that School Specialty breached its severance agreement with Tim Ridgway. The parties entered into a confidential settlement agreement.
- Tangelo IP, LLC v School Specialty, Inc. Civil Action No. 2:17-cv-143-JRG, United States District Court for the Eastern District of Texas. The complaint alleged that School Specialty's online digital catalogs infringe Tangelo's, Patent, Patent No. 8,429,005. The parties entered into a confidential settlement agreement in May of 2017.
- On January 28, 2013, School Specialty and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of the United States Code (the "Bankruptcy Court") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The cases (the "Chapter 11 Cases") were jointly administered as Case No. 13-10125(KJC) under the caption "In re School Specialty, Inc., et al." On May 23, 2013, the Bankruptcy Court entered an order confirming the Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Reorganization Plan"), and a corrected copy of such order was entered by the Bankruptcy Court on June 3, 2013. The Reorganization Plan became effective on June, 11 2013. The case closed on September 15th, 2015.
- Jenna Baker, v. School Specialty, Inc., State Supreme Court of New York, County of Chemung, Index No. 2011-2089. Filed on September 20, 2011. This claim alleged that while Jenna Baker was under the care and supervision of C.J.'s Country Kids Childcare Center, LLC, she climbed on a cabinet that was manufactured and sold by School Specialty, and the cabinet tipped over and injured Jenna Baker. This was an insured product liability claim, and this action occurred prior to the bankruptcy filing (Chapter



11 Cases claim number 1293) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.

- James Keller, James Hoff, Larry Ward v. School Specialty, Inc., Circuit Court of Cook County Illinois, No. 07 L 4088. Filed on April 19th, 2007. This claim by former School Specialty employees alleged a breach of contract and violations of Illinois Wage Payment and Collection Act and alternatively the Illinois Sales Representative Act. The claim is that School Specialty paid James Keller, James Hoff and Larry Ward, less commissions than they were entitled to under their commission agreements with School Specialty. This claim was not covered by insurance. This claim occurred prior to the bankruptcy and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- Serenity McArthur v. Sportime LLC, Superior Court of the State of California, County of El Dorado, No. PC 20120634. Filed on November 19th, 2012. This claim alleged that Serenity McArthur was playing with a product sold by Sportime LLC, and was injured while other children were using the product to “sling-shoot” Serenity. This was an insured product liability claim, and this claim occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1540) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement
- Brainstorm Interactive, Inc. v. School Specialty, Inc., United States District Court for the Western District of Wisconsin, Case No. 14-CV-50-wmc, filed January 28, 2014. In the course of the Chapter 11 Cases the license agreement between School Specialty and Brainstorm Interactive was rejected. Brainstorm Interactive alleged that School Specialty committed copyright and trademark infringement by selling certain products Brainstorm Interactive after the rejection of the license agreement. This was an insured intellectual property claim. This case settled with a confidential settlement agreement.
- McGarity v. Summit Limited, Inc. et al (1:14-cv-02933). The complaint alleged that Chloe McGarity was injured by a cabinet manufactured and sold by School Specialty, while she was under the care and supervision of Summit Limited Inc., d/b/an Ivy Hall Day School, in Dallas, Georgia. This was an insured case with a retention of \$50,000. This case settled with a confidential settlement agreement.
- School Specialty received a “Notice of Violation” of the California Safe Drinking Water and Toxic Enforcement Act (“Proposition 65”) from John Moore. The notice alleged that School Specialty violated Proposition 65 and threatened to file a citizen enforcement lawsuit naming School Specialty as a defendant. Tests done for School Specialty on the items in question showed phthalate levels less than the statutory limit. This case settled with a confidential settlement agreement.
- School Specialty, Inc. v. Thomas Ferrentino and Education Outfitters, Inc, Civil No. 14-4507. On July 14, 2014, School Specialty filed a complaint against Thomas Ferrentino, a former Account Manager with School Specialty for the misappropriation of confidential information, breach of loyalty, violation of the New Jersey Trade Secrets Act, and other related claims. This case settled in August of 2016 with Thomas Ferrentino paying a settlement to School Specialty.



- Sophia Numsangvanich etc., Pltf. vs. San Lorenzo Unified School District, et al., Dfts. /Cross-Complaint vs. Artco Bell et al. School Specialty was cross sued by the defendant School District in this case which alleged an injury was caused by a table manufactured by Artco Bell. This case settled with a confidential settlement agreement

Marketing/Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to: [Please see attached.](#)
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded. [Please see attached.](#)
19. Explain how your company plans to market this agreement to existing government customers. [Please see attached.](#)
20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm. [Please see attached.](#)
21. Describe how you intend on train your national sales force on the Region 10 ESC agreement. [Please see attached.](#)
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions. [Please see attached.](#)
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

[\\$1,000,000,000](#) in year one

[\\$3,000,000,000](#) in year two

[\\$5,000,000,000](#) in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s). [School Specialty has solid, productive partnerships with several purchasing cooperatives throughout the country including Omnia Partners and AEPA. As part of our commitment to these programs, we have an active training and marketing plan and work closely with these cooperatives to oversee it successfully.](#)
25. Describe the capacity of your company to report monthly sales through this agreement. [School Specialty, Inc. can provide many different reports. If you have a specific request, we can work together to create a report.](#)
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency. [School Specialty, Inc. can provide many different reports. If you have a specific request, we can work together to create a report.](#)



Marketing/Sales

Region 10 ESC (Equalis Group) – School Specialty Marketing

17. School Specialty Marketing personnel will work with Region 10 ESC (Equalis Group) on comprehensive marketing strategies and plans as the two parties agree. School Specialty Marketing personnel will also provide:
- a. Co-branded marketing collateral
 - b. Region 10 (Equalis Group) specific web landing page on the School Specialty ordering platform
 - c. Review and possible participation in trade shows deemed advantageous for both parties.
 - d. Social media and blog posts including an announcement of the contract and the feature and benefits of the program.
 - e. Direct and email marketing campaigns
18. In partnership with Region 10 ESC (Equalis Group), School Specialty will seek to inform members of the wide range of products available to them through SSI and the benefits of purchasing through the Region 10 ESC (Equalis Group). School Specialty Marketing personnel will work with Region 10 (Equalis Group) to enhance and improve our current relationship. This plan will consist of, but not be limited to, the points outlined in this marketing document. School Specialty Marketing personnel will work closely with Region 10 (Equalis Group) to:
- a. Establish benchmarks and outline objectives for marketing performance.
 - b. Establish a detailed and aggressive marketing plan crafted by School Specialty Sr. Marketing Manager, Helen Schleis (helen.schleis@schoolspecialty.com) and a representative from the participating agency.
 - c. Quarterly Review and refinement of marketing initiatives to better serve the needs of both entities.
 - d. Analytical review after each marketing campaign.
 - e. Features and benefits of the contract will be addressed via presentations utilizing PowerPoint or other presentation software.
19. Please see number 17. Similar tactics and strategy will be used for government customers, when applicable.
20. 90-Day Launch Plan:
- a. Agreement announcement released via School Specialty and Equalis Group.
 - b. Training sessions scheduled, including:
 - a. Inside Sales
 - b. Field Sellers



c. Customer Care

- c. Weekly Strategic Agreement calls to walk SSI personnel through the features and benefits of the contract.
- d. Agree to and launch the marketing plan.

21. Training:

- a. School Specialty has an existing, extensive training department currently in place that will be used to train our sales personnel. Our training department utilizes a combination of the following:
 - a. Webinars
 - b. In-person sessions
 - c. Podcasts

22. This is to acknowledge that School Specialty will provide our company logo to Region 10 ESC and we agree to provide permission for reproduction of such logo in marketing communications and promotions AFTER it has been viewed by SSI.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies. [N/A](#)

Green Initiatives

We are committed to helping to build a cleaner future! As our purchasing network, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 10 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Respondents to provide their company's environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.
[Please see attached.](#)

Vendor Certifications (if applicable)

- [N/A](#)
29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:
[Please see attached.](#)
- Entity Name
 - Contact Name and Title
 - City and State
 - Phone Number
 - Years Serviced
 - Description of Services
 - Annual Volume



28. Please provide your company's environmental policy and/or green initiative.

School Specialty believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making such a commitment themselves.

Respecting the environment is more than a good business practice — it is the right thing to do. We understand, acknowledge, and accept our responsibility for developing sustainable practices that meet our customers' needs and our financial goals while taking into account the welfare of future generations and their dependence on a healthy environment.

School Specialty is committed to protecting and preserving the earth's natural resources. To carry out this commitment, we:

- Assist our customers with their green initiatives, promoting environmentally friendly processes that will save money while saving the planet.
- Minimize the creation of waste by encouraging and promoting reduction, reuse and recycling in all of our activities.
- Conserve natural resources by reducing our consumption of energy and water.
- Strive to increase the quantity and types of products with post-consumer recycled content that we both use in our daily operations and sell to our customers.
- Source and promote environmentally friendly products for purchase by our customers.
- Encourage the protection of endangered forests by using paper, cartons, pallets and the like produced with fiber from sustainably managed forests.
- Ensure compliance with both the letter and the intent of all applicable environmental laws and regulations.
- In our continuous effort to creating a more sustainable environment, School Specialty recently achieved Gold Certification Status with the Green Business Bureau.

School Specialty has invested resources in 3 areas as part of our commitment to preserving and protecting the environment. These areas include catalog marketing and distribution, office and distribution center operations and merchandising. An overview of each follows:

Catalog Marketing, Distribution & Circulation:

School Specialty has partnered with LSC Communications, a leading provider of print communications for the printing of our catalogs.

LSC's sustainability approach is reflected in a variety of practices across four categories.

- Resource Efficiency – identify, measure and continuously improve efficiencies associated with consumption and use of energy, raw materials, water and other resources.
- Green Procurement – they extend their influence across the breath of the supply chain by encouraging sustainable practices among suppliers and enabling them for customers.



- Reduce, Reuse, Recycle – everyday actions taking place in manufacturing, administrative and service facilities.
- Stewardship – striving to learn and share best practices through education, communication and demonstration.

LSC has been recognized by Corporate Responsibility Officer Magazine (CRO) as one of the 10 Best Corporate Citizens in its Media category, and they have been named multiple times on the Down Jones Sustainability Index (DJSI).

Office and Distribution Center Operations

- All offices and distribution centers are required to recycle all aluminum, paper, plastic and glass.
- Distribution center recycle all undamaged inbound cartons, corrugate and pallets.
- All purchased corrugate contains a minimum of 60% post-consumer recycled content.
- We do not accept any paper or corrugate that is sourced from forests that have been identified as endangered or “old growth” forests.
- Corrugate suppliers must obtain their fiber from forests managed under a credible forest certification scheme wherever possible, or have procurement systems that are third party certified. We recognize the following certification schemes as credible: Sustainable Forestry Initiative (SFI), Forest Stewardship Council (FSC), Canadian Standards Association (CSA), Pan-European Forestry Certification (PEFC), and the American Tree Farm System (ATFS).
- School Specialty has been pursuing energy efficient upgrades at all of our facilities including environmental improvements in lighting, mechanical systems (including boilers, HVAC, motors), programmable thermostats and lighting controls.
- Temperatures in all of our buildings have been seasonally adjusted:
Office:

Occupied Hours:	68 degrees	
	Unoccupied Hours:	60 degrees
Warehouse:		
	Occupied Hours:	57 degrees
	Unoccupied Hours:	57 degrees
Air Conditioning (office only):		
	Occupied Hours:	76 degrees
	Unoccupied Hours:	82 degrees



Merchandising

School Specialty's entire Merchandising Team (VP, Directors, Category Managers, and Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including:

- Green Seal certification
- Recycled product and content of material
- Certification of wood sourcing
- Participation in Leadership and Energy & Environmental Design

This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis. At School Specialty we are proud of our efforts and accomplishments in environmental stewardship, and we recognize that they are just a start. Each day we learn more about what we can do to improve and enhance our efforts to protect and preserve our environment for the benefit of generations to come. Improving on our green strategy is a never-ending process.

School Specialty deems at least 10% of its Core Products environmentally preferable, which includes products that are:

- Made from recycled materials
- Green Seal certified
- Energy Star rated
- Energy efficient, non-toxic, or biodegradable
- Green-Label certified to improve indoor air quality
- SCS (Scientific Certification Systems) certified
- FSC (Forest Stewardship Council) trademarked



30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference.

Entity Name: Chicago Public Schools
Contact Name and Title: April Stewart, Purchasing Department
City and State: Chicago, IL
Phone Number: 773-553-2929
Years Serviced: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$2M

Entity Name: Detroit Public Schools
Contact Name and Title: Mr. Sidney Vinson, Purchasing Department
City and State: Detroit, MI
Phone Number: 313-596-0157
Years Serviced: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$2M

Entity Name: Houston Independent School District
Contact Name and Title: Aishya Johnson-Dixon, Purchasing Department
City and State: Houston, TX
Phone Number: 713-556-6515
Years Serviced: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$700,000

Entity Name: Aldine Independent School District
Contact Name and Title: Dr. Michaelann Kelley, Purchasing Department
City and State: Aldine, TX
Phone Number: 281-985-6421
Years Serviced: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$600,000

Entity Name: Clark County School District
Contact Name and Title: Brianne Newton, Purchasing Department
City and State: Las Vegas, NV
Phone Number: 702-799-5225 ext. 5438
Years Serviced: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$600,000



Entity Name: Fort Worth Independent School District
Contact Name and Title: Jonathan Bey, Purchasing Department
City and State: Fort Worth, TX
Phone Number: 817-814-2210
Years Served: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$800,000

Entity Name: Fresno Unified School District
Contact Name and Title: Edward Collins, Executive Director of Purchasing
City and State: Fresno, CA
Phone Number: 559-475-3467
Years Served: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$800,000

Entity Name: San Diego Unified School District
Contact Name and Title: Najwa Farace, Contracts Administration Supervisor
City and State: San Diego, CA
Phone Number: 858-522-5833
Years Served: 1 of 4 approved vendor for the school district
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$950,000

Entity Name: The School District of Philadelphia
Contact Name and Title: John Venti – Procurement Manager
City and State: Philadelphia, PA
Phone Number: 215-400-5378
Years Served: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$1.7M

Entity Name: Pasadena Independent School District
Contact Name and Title: Tanya Guel, Buyer
City and State: Pasadena, TX
Phone Number: 713-740-0198
Years Served: On-going
Description of Services: Provided school supplies and equipment when requested.
Annual Volume: Approx. \$150,000



Appendix G: VALUE ADD

School Specialty offers a variety of unique services designed to improve efficiencies for our major customers, included, but not limited to the following:

- **Expert Order Planning**
Effective use of budget dollars and appropriate selection of product are key components of our expert order planning service. We can meet with you and the departments to understand the flow of standard and non-standard purchases and the associated budgets to determine how we can help the district avoid unnecessary costs and realize improved workflow.
- **Custom Delivery**
When a project requires customization, special packaging, or specific delivery date ranges, School Specialty can assist in identifying the custom delivery options that will most effectively and efficiently meet your needs.
- **Projects by Design**
Engage our team of professionals to support projects that include furniture and equipment selection to address your new or renovated campus needs. For over 15 years we have helped districts ensure that objectives are met, and budgets are maximized through our comprehensive project management approach.
- **Professional Development**
School Specialty continues to expand our professional development service team in a variety of areas. Our dedicated sales team can provide any information regarding current offering and availability to best suit the needs of all customers.
- **Art and Early Childhood Consultants**
School Specialty employs fulltime, highly qualified art and early childhood sales consultants, who can provide hands on training to educators utilizing the latest products, programs and techniques in the industry.
- **Facebook and Twitter**
Join us on Facebook and Twitter where you will find a community of teachers and parents sharing activities to use in classrooms, fun contests to win great prizes, blogs on current classroom topics and products to support you and your students throughout the year. Discover creative learning solutions, share best practices and a supportive online community unique to children of all abilities.

Connect with us: Facebook: https://www.facebook.com/SchoolSpecialty?sk=app_14167664298

Twitter: https://twitter.com/ssi_main

- **TEKS Alignment**
Featured products attached are supplemental to the core curriculum area of Math, Language Arts, Science, Social Studies, ELL/ESL, Teacher Resources and Educational Games. Many of our products are already in place with ASC through other RFP'S and overlap to support many of the district needs. These



include but are not limited to Sax Arts & Crafts, ChildCraft/ABC Brand, Bird in Hand, Abilitations & Sportime.

School Specialty offers numerous products that provide alignment to TEKS and we are currently working to provide additional information as it pertains to the new STAAR testing. We have also provided the link below to another major partner of School Specialty, Shell Education. Shell provides a vast array of products all aligned to TEKS, sorted by grade level.

In addition to these alignments, through our instructional solutions partnerships, we have access to TEKS alignments for many of our supplemental reading, language arts, math, and special education solutions. We also offer a variety of classroom reading collections to address both fiction and nonfiction needs across content areas.

- **Supply Chain Optimization:**

School Specialty delivers programs that leverage the cross-departmental, multi-channel purchasing habits of districts to maximum benefit, delivering lower cost solutions with the highest level of service possible. We offer the ability to consolidate the broadest range of your supply and Furniture and Equipment needs from a single source, all thru a unified online purchasing solution with consistent discount structures. The result, reducing overall cost of ownership in both hard dollar and soft dollar savings.

- **The Best Total Value Starts Here:**

- o **'Unmatched Selection'**Over 100,000 supplemental education products
- o **'Brands You Know and Trust'** School Specialty is *CHILDCRAFT/ABC, SAX, SPORTIME, ROYAL SEATING, CALIFONE, ABILITATIONS, SCHOOL SMART, FREY SCIENCE and BROADHEAD-GARRETT*
- o **'Saving You Time & Money'**.... Full menu of national, state and regional cooperative agreements and/or one to one contract.
- o **'Ease of Ordering'**.... phone, mail &/or fax to simple online ordering, punch-out and fully integrated e-commerce solutions
- o **'People You Can Count On'** knowledgeable, local, dependable, the industry's largest field sales team and customer care center

- **eCommerce & System Integration Solutions**

School Specialty has over 20 years' experience in working with customers electronic submission of orders. We have a full-time staff dedicated to getting the right solution for each customer. Our team provides project management, training and on-going technical support necessary to ensure complete success with our customers. We have invested heavily in the continued development of our e-commerce websites, which provide uniform and cohesive access to our broad product offerings.

Our integration capabilities are extensive and can be customized to any Organization's specific requirements. As a result, users are provided with up-to-date, real-time product and price information. Our portfolio of completed integrations includes some of the most common in the school industry. We also support some of the major multi-vendor marketplaces in the industry and currently maintain an integration relationship with over 700 public school entities. School Specialty Online



currently interfaces with 29 procurement vendors, but the list is always growing. Examples of current vendors utilized today are:

Ariba	AptaFund	Bellwether	BPS Live	Budget Sense
EdData	Elcom	EqualLevel	ESchoolMall	Harris Solutions
JD Edwards	Ketera	Keystone	WinCap	Weidenhammer Alio
Unifund	Sungard eFinance	Sungard eBusiness	Skyward	Smart Finance
Coupa	Cribellu	SAP	Prologic	Periscope
PeopleSoft	Oracle	Munis	Lawson	

eCommerce is a key component of the business relationship between School Specialty and many of our largest districts. Using Oracle as our integrated business software and hardware platform School Specialty is positioned to grow with the ASC system and evolve to meet your changing needs, listed below are two of our ecommerce specialists assigned to assist with Oracle integration for ASC.

Kurt Van Handel
 eBusiness Manager
 Phone: 920-205-0179
kurt.vanhandel@schoolspecialty.com

Debbie Douglass
 eBusiness Manager
 Phone: 413-575-8831
debbie.douglass@schoolspecialty.com

School Specialty Online is a secure web site (PCI Level 2 compliant) for customer ecommerce that transacted approximately \$155 million in orders from over 7000 active customers our last fiscal year and has been operating since 1999. We can provide authorized users access to School Specialty Online ecommerce system. Access provides the user specific pricing, order history, order tracking, reporting options, approval limitations, PO spending limits, budgetary restrictions, and more. Our features include:

FUNCTION	SCHOOL SPECIALTY ONLINE
Browse catalogs without being in an order or requisition	✓
Order based on custom pricing with vendor	✓
Multi-level item search	✓
Customized workflow sends requisitions to different approvers based on type of order (payment method) or dollar amount	✓
Track orders: All orders available for tracking including tracking details– not limited only to electronic orders.	✓
View all orders on one easy to read screen	✓
Send purchases to 10 different Business Units using same system	✓



Choose Multiple Line Item Entry	✓
Item Configuration: ability to select attributes on an item (color, size, finish, etc.)	✓
Add and store budget or account codes by user.	✓
Order subtotal by budget or account code	✓
Order history saved for 18 months	✓
Ability to save items or carts to customized lists for easy future ordering	✓
Users have access to their information to modify phone number, login name, change password, etc.	✓
Add and save an alternate payment method	✓
Receive organization's negotiated pricing for personal purchases	✓
Email notifications of orders/requisitions needing your approval	✓
Email notifications when vendor accepts your purchase order	✓
Email notifications when your order is shipped	✓
Displays shipping charges based on order amount or contract	✓
Displays applicable taxes	✓
PO spending limitation: ability to assign a dollar amount to a purchase order, and buy up to that amount	✓
Ability for users to pick a pre-assigned PO or enter a manual purchase order (based on permissions)	✓
Email notifications when vendor accepts your purchase order	✓
Email notifications when your order is shipped	✓
Displays shipping charges based on order amount or contract	✓
Displays applicable taxes	✓
PO spending limitation: ability to assign a dollar amount to a purchase order, and buy up to that amount	✓
Ability for users to pick a pre-assigned PO or enter a manual purchase order (based on permissions)	✓

We also provide a report driver (see Fig 1 below) that allows authorized users to create online reports based on the criteria below. All reports will display requested order details in columns that will sort upon request. All reports may be exported to a CSV format.

- 1) User
- 2) Order Status
- 3) Store
- 4) Shipping Location (School)
- 5) Ship-to Attention
- 6) Budget Code Number
- 7) Date Range
- 8) Item Number

Quality Products at an Affordable Price

With budgets getting tighter, you shouldn't have to compromise quality while sticking to your budget. School Smart has the solution. With over 1500 items, School Smart offers the products you need, with the quality you expect, at the prices you want.

SCHOOL SMART



Focused on the everyday needs of classrooms and school offices everywhere, we meticulously design and screen all our products to stand up to the rigors of your learning environment.

- Due to our high volume buying power, we are able to offer quality products at hard to beat prices
- Products are continuously quality tested and held to the highest standards

"School Smart products allow me to maximize my dollars in the classroom. I spend a lot of my own money in the classroom and School Smart products are one way that I can stretch my budget to get the supplies I need for my students."

- V.S., W.H. Spencer High School



School Smart prides itself on offering quality products that either compare to or exceed the national brands. However, if for any reason you are not happy with your product, we'll make it right. It's that simple.

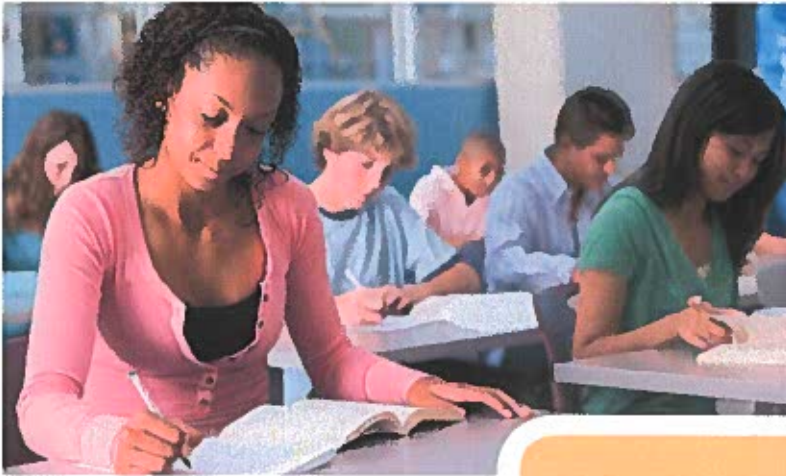


SchoolSmart.com

SchoolSmart@schoolspecialty.com



With a product line this broad, you won't need to look anywhere else for your supply needs!



"School Smart products are the only ones I use to start my school year off right. Their quality is the same as the high-priced name brands. These products save me so much money on supplies and allow me to purchase more with the savings."

- N.H., Gardens Elementary

Art Supplies

- Brushes
- Paint
- Crafts

Math

- Pocket Charts
- Counters
- Time/Money

Office Supplies

- Scissors
- Glue
- Sharpeners
- Batteries
- Laminating

Paper

- Art Paper
- Boards
- Envelopes
- Student Paper/Writing Pads

Writing

- Pens/Pencils
- Highlighters
- Markers
- Erasers

"School Smart products are great and their prices are very reasonable. Being a small school, with very limited funds, it's nice to be able to get quality value products for a low price! Thank you!"

- T.M., Walton Elementary Middle School



We'd love to hear from you!

Submit your School Smart feedback at SchoolSmart@schoolspecialty.com

For more information, please contact:

Name:

Phone:

Email:



School Specialty

SchoolSmart.com | SchoolSpecialty.com

1-888-388-3224



INSPIRE THE ARTIST IN EVERY STUDENT!

HELP YOUR YOUNG ARTISTS explore and express their creativity with our comprehensive line of arts and crafts supplies. From pencils, paints, and print making materials to canvas and clay, and everything in between, we have the art supplies teachers have trusted for more than 100 years.

New Art Products Introduced Throughout the Year!
Plus, check our website for expanded offerings of your favorite art supplies.



Art Consultants and Art Education Workshops
Our team of professional Art Consultants is available nationwide, offering art education workshops designed to meet in-service and professional development needs, helping with product selection and demonstration, providing lesson plan ideas, training and much more. These degreed art educators and professional artists are brimming with new ideas and ready to share them with you.



Lesson Plan Library
Sax offers dozens of fully-developed lesson plans for grades K-12, each developed by our own Sax Art Consultants. You'll find fun and engaging art lesson plans for all ages, skill levels and budgets, including step-by-step instructions and photos. Each lesson plan is correlated to National Core Arts Standards and, best of all, they're FREE. Visit our website to browse and download our art lesson plans.



Model Classroom Lists
Sax makes stocking any art room, classroom, or art cart simple with our Model Classroom lists, featuring a complete list of every art supply a teacher needs to outfit an elementary, middle school, or high school room.

Sax offers a complete line of adaptive arts products for students with special needs!



Buying Guides
If you know what you need but aren't sure exactly which version to purchase, our buying guides are for you. Find helpful tips on how to buy everything from paint and paper to screen printing materials in our handy, online buying guides.

Contact your School Specialty Account Representative for more information.



Sax Is Social
Follow us on Facebook, Pinterest, Twitter. And, be sure to follow our blog, where you can brush up on the basics with our 101 art series, review tried and true tips from your fellow art teachers, master new techniques, and so much more. SaxArts.com/blog

Name
Email
Phone

240145 8/16


SaxArts.com Phone 800-558-6696 Fax 888-388-3644





FUNDING: WE CAN HELP

Finding funding for school projects and instructional focus can be a long and tricky process. *"Did I fill out the right forms?" "Do I have the right resources?" "Can someone explain the process?"* are all questions going through your mind when all you're really trying to do is provide the best learning environment, with all of the competitive advantages, to your students.



SSI 21st Century Safe School

When classrooms transform into places where it's safe to explore and discover, students flourish. We've dedicated ourselves to ushering that one simple idea into reality in every school we touch. The 21st Century Safe School.

Working together, we can make an exponential impact on the lives of your students. From assistance with funding, to best-in-class products and services, to specialized training and professional development opportunities, we're ready to help you engage your students like never before.

Imagine what we'll do together.

In a confusing grant landscape, School Specialty can help.

- School Specialty **utilizes third party grant writing experts** to assist in search and qualification of grants aligned to customers initiatives.
- We will **support the initial grant writing costs** for those customers who qualify.
- You will have the **assistance of our instructional experts** in helping to identify the resources to address your needs.
- We will **work with the school** to identify products and services that best fit the grant criteria.
- The commitment to the **grant writing time is just a few phone calls and emails** to gather all the information needed.
- Questions about a grant or grant writing assistance can be directed to your SSI representative or Maggie Savage our Funding Coordination Manager at:
maggie.savage@schoolspecialty.com or (517) 275-0877

School Specialty can help provide resources across all instructional areas and learning environments. Our portfolio of trusted brands can be the missing piece in taking your school or district to the next level. Contact your local Territory Sales Manager who can work with you to put together YOUR complete, unique education puzzle.

Maggie Savage

Funding Coordination Manager

(517) 275-0877

The Right Expertise for Your Next Furniture Project

Available from School Specialty®



Enjoy the Benefits of Expert Assistance and Value-Driven, Turnkey Service

When You Choose School Specialty®, You Receive...

A team of experienced, knowledgeable professionals that can assist you in creating educational environments that inspire and facilitate 21st century learning skills. Count on School Specialty's Furniture & Equipment team for innovative approaches and products to equip classrooms, labs, libraries, common areas and offices. Our specialists focus on specific education categories and know those areas in intimate detail. This sets us apart from suppliers who only focus on furniture and equipment.

Choosing the Best Solution is Important

Whether new construction or renovation, you get the benefits of our unmatched experience, tremendous buying power and the industry's most extensive product selection. Let us put our expertise to work for you. Together, we'll walk you through all stages of the process, answer all your questions and develop a step-by-step project timeline. You'll always know what's happening, but we handle the day-to-day monitoring. And we'll partner with you every step of the way to ensure on-time delivery and prompt, expert installation.

School Specialty provides you with the expert knowledge and all the tools to make the right decisions. We're your one-stop solution for the broadest selection of educational products, expert service and ongoing support that doesn't end after your order arrives.

For Unparalleled Personal Service, Contact Your Local Account Manager Today



With School Specialty®, You'll Receive:

- **Expert Personal Service**
A dedicated team of Account Managers and Furniture & Equipment Coordinators
- **Unique Projects by Design®**
Our no-cost, turnkey solution especially for new school construction and renovations
- **Professional Project Management Team**
To assist with the most complicated projects and to manage every detail
- **Broadest Product Selection**
Access to the largest selection of furnishings from the most well-respected suppliers in the industry
- **Budget Stretching Solutions**
Easy, fast quotes, competitive bid pricing, national and local contracts – to save you time and money



The Right Expertise for Your Next Furniture Project

Available from School Specialty®



Featured Services and Expertise

Let Us Guide You in Your Product Selections

School Specialty® Furniture & Equipment provides administrators and educators with a value-driven, turnkey service with expert, efficient guidance through the complex and often overwhelming task of furnishing new school facilities and renovations.

We Understand Every Facet of Furnishing a School

- Adjustability
- Aesthetics
- Budget Constraints
- Design Trends
- Ergonomics & Comfort
- Flexibility & Adaptability
- Function
- Maintenance
- Quality & Durability
- Safety
- Storability

Team of Furniture Specialists to Serve You

- Local Account Manager
- Local Project Coordinator
- Dedicated Project Management Team
- Local Category Sales Managers

Broad Selection of Products for 21st Century Learning Environments

- Nation's largest furniture and equipment dealer
- Hundreds of successful projects completed on an annual basis
- First in the industry to perform the turnkey solution
- Get the advantage of buying directly from a manufacturer

Choose Proprietary Products Available Only From School Specialty for the Whole School



Save time and money with our no-cost turnkey service. Let our experts help you select the right products and solutions for your learning community.



For more information on our services and solutions, please visit our websites.
www.schoolspecialty.com | www.ProjectsbyDesign.com
Phone: 888.388.3224 Fax: 888.388.6344

Furniture and Equipment

Available from School Specialty®



From Classroom Chairs to Desks... Soft Seating to Food Courts

School Specialty is Your One Source for Every Learning Environment

Every area of your school provides an opportunity to engage your students in ways that ignite imagination and inspire learning. Just as technology has transformed the way students learn, learning spaces are also being transformed - with innovation leading the way.

School Specialty is committed to supporting and driving innovation in education...to provide furnishings that enhance the learning process and encourage students to gain the 21st century skills needed to compete in a global economy. We offer innovative products and solutions to help you unlock the promise of great education.

With thousands of national branded products for a variety of learning styles, look to School Specialty for the right expertise and quality products for every area of your school.

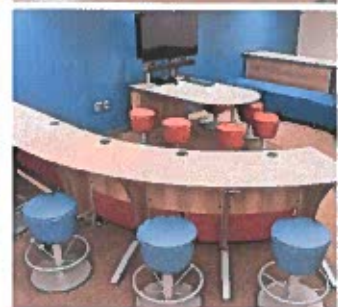
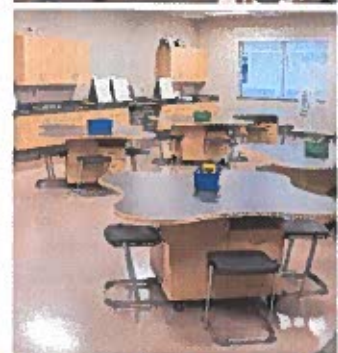
- Administrative Offices
- Audio/Visual & Technology Areas
- Cafeterias & Food Courts
- Career & Technical Labs
- Classrooms
- Common Areas & Hallways
- Computer Technology Labs
- Early Education & Daycare
- Fine Art Labs
- Libraries & Media Centers
- Makerspaces
- Multi-purpose Rooms
- Music & Choral Rooms
- Outdoor Spaces & Playgrounds
- Performing Arts Centers & Stages
- Reception & Lounge Areas
- Science, STEM & STEAM Labs
- Storage Areas

Plus, School Specialty has solutions to improve security and safety throughout your school.

We invite you to contact School Specialty... your one source for furniture, equipment and supplies. You can count on us to continue to be your long term partner.

Choose School Specialty to Furnish Every Area of Your School

Unlike other companies that just supply furniture, School Specialty builds long term relationships with school districts. You probably already know us and work with our Territory Sales Managers, Project Specialists and Category Sales Managers... we're here to help when you need us.



For more information, please contact your Territory Sales Manager.



"When you have one vendor,

one contact, the process is streamlined."

David Hawkins,
Superintendent
Tyngsborough Public Schools
Tyngsborough, Massachusetts

Furniture and Equipment

Available from School Specialty®



Solutions for Your Entire Learning Community

Featured Products

Student Desks and Chairs



Office Suites



Soft Seating



Tables & Chairs



Food Court Seating and Tables



Early Childhood Furniture



School Specialty is your best source for furnishings that support 21st century learning! We offer a broad selection of furniture that encourages collaboration, promotes creativity and works with technology to stimulate critical thinking.

Included in the thousands of national branded products that we offer are our exclusive furniture lines – Classroom Select™, Royal Seating™ and Childcraft®. Because our furnishings are designed and manufactured to our own specifications, you can be sure that quality and value are built in.

So with the many different furniture brands and styles that we offer, School Specialty can help you outfit every area of your learning community – from classrooms and labs to cafeterias and food courts, and everything in between.

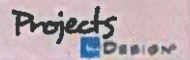
Furniture and Equipment

Available from School Specialty®

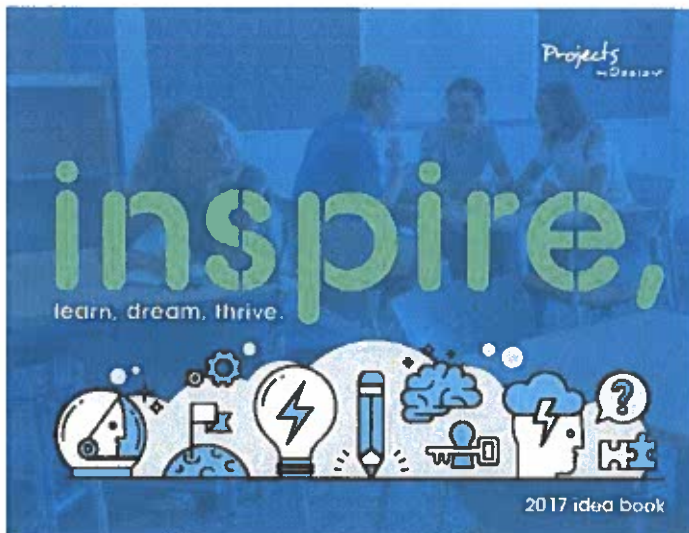


For Additional Ideas Please Click The Below Images To View More

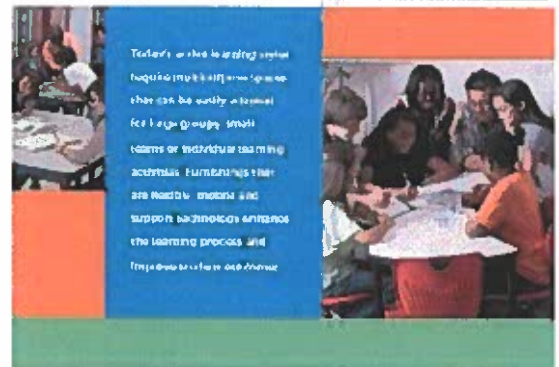
Ideas that Inspire
Productive Learning
Environments



Create More Productive Learning
Environments – the 21st Century Way



2017 idea book



Today's world is creating unique challenges and opportunities that can be easily overcome for large groups, small teams or individual learning activities. Furnishings that are flexible, modern and support technology enhance the learning process and improve student outcomes.



SchoolSpecialty.com

Phone: 888.388.3224 Fax: 888.388.6344

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Appendix J: SUPPLEMENTARY CATALOGS AND CONSUMER INFORMATION

Please reference our website: <https://store.schoolspecialty.com> for the most up to date catalogs.
Please reference Value Add information listed in Tab 6.

Appendix I: CERTIFICATES

Please list and include copies of any certificates you hold that would show value for your response.

N/A

Appendix B: PRODUCT / SERVICES SPECIFICATIONS

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive line of Educational School Supplies. Respondent(s) are encouraged to propose their complete catalog, products and services including but not limited to the following categories:

- Overall school supplies shall include, but not be limited to
 - School supply consumables
 - Writing instruments
 - Arts and Craft Supplies
 - Classroom resources
- Educational Supplies shall include, but not be limited to
 - School equipment
 - Physical education supplies
 - Educational technology
 - Lesson plans and curriculums
 - Special needs supplies
 - Audio-Visual Technology
 - Math supplies
 - Science supplies and equipment
 - Educational consumables
 - Early Childhood
 - Games & Puzzles

Other complimentary products and services not part of the primary scope but will be considered include but are not limited to the following:

- School and classroom Safety and Security training, supplies, and services
- Bus and Crosswalk Safety and Security training, supplies, and services
- On-site and online Professional Development Services, including webinars
- Supplemental Curriculum programs, resources, products, services and suppliers
- School and early childhood furniture
- IT peripherals



Appendix B: Product/Services Specifications

School Specialty, Inc. is a leading distributor of supplies, furniture, technology products, supplemental learning products (“instructional solutions”) and curriculum solutions to the education marketplace. We provide educators with our 21st Century Safe School innovative and proprietary products and services. We are a leading distributor of basic school supplies to classroom furniture, Science, Reading, Language and Math teaching materials, as well as planning and development tools. Through its nationwide distribution network, School Specialty provides its customers with access to a broad spectrum of other trusted, third-party brands across its business segments. This assortment strategy enables us to offer customers a range of products at the state, district and school levels. We have recently expanded our presence with the introduction of 21st Century Safe School through our SSI Guardian product line.

The Distribution Segment provides a wide assortment of products, solutions and services to the education marketplace, primarily servicing the PreK-12 market, as well as new e-commerce and retail channels. Products include a comprehensive line of everyday consumables, specialized supplies, indoor and outdoor furniture and equipment, technology products, instructional teaching materials, and planning and student development products, among others. Distribution products are sold via a nationwide sales force and distribution network. Distribution products include both proprietary and branded products and other national brands. Among School Specialty’s well-known proprietary brands are Childcraft®, Sax® Arts & Crafts, Califone®, Classroom Select®, Sportime®, Abilitations®, School Smart®, and Projects by Design®.

The Curriculum Segment is a PreK-12 curriculum-based publisher of proprietary and non-proprietary products and services, supporting learning and student development in Science, Math, Comprehension, Vocabulary, Spelling and Grammar, and both Reading and Math intervention. Products are typically sold to teachers, curriculum specialists and other educators with direct responsibility for advancing student outcomes. The Curriculum segment develops standards-based curriculum products, supplemental curriculum materials, instructional programs and student assessment tools. Offerings are both comprehensive and targeted to address specific learning needs, drive improved student performance, engage learners and accelerate the learning process. A team of almost 40 product development associates work with an impressive stable of outside developers, authors, co-publishing strategic partners and consultants, to develop educational products and solutions that satisfy curriculum standards and improve classroom teaching effectiveness. Our Curriculum segment product lines include Delta Education®, FOSS®, CPO Science™, Frey Scientific®, Educator’s Publishing Service®, Academy of Reading®, Academy of Math®, Wordly Wise 3000®, Explode the Code®, ThinkMath™, Making Connections®, S.P.I.R.E.®, Coach Digital, and EPS® E.P.I.C.™.

Everything we offer is designed for one purpose.

Count on School Specialty to provide you with best-in-class brands, backed by in-house education experts determined to help positively impact students and improve schools everywhere. Because we know that when students have everything they need to succeed, that's exactly what they'll do.



TRANSFORMING MORE THAN CLASSROOMS™



Classroom & Office Supplies, Teaching Aides

- All the supplies, resources and materials educators need most for school and classroom.
- Exclusive, proprietary supply brand School Smart, quality products at budget-friendly prices.
- Top brands like Crayola®, 3M, Elmer's®, Sanford, Scotch® and many more!



Art Supplies and Resources

- Comprehensive line of affordable, quality arts & crafts supplies for K-12 featuring SAX brand products.
- From construction paper and colored pencils to paint and canvas, everything you need to spark creative learning.
- Sax also provides art equipment like kilns, potters wheels, slab rollers, drying racks and the furniture needed to create an artist friendly learning environment.



Physical Education Health & Wellness Resources

- Complete selection of high-quality physical activity, fitness and sports equipment designed to engage students and enable success.
- Professional Development workshops and wellness resources to support active, inclusive, and healthy physical activity and health education experiences.



Special Needs Resources

- The most comprehensive assortment of products and solutions to support the individual needs of all students and the therapists, educators and families that support them.
- The most effective special needs resources and solutions available, from therapy and fidgets to weighted blankets and swings.



Early Childhood Resources & Furniture

- Wide selection of early childhood educational products including furniture, instructional materials, and classroom supplies.
- High-quality, safe, developmentally appropriate products that support early learning standards and outcomes for children from birth through Grade 2.
- The best wood furniture in the industry, with a lifetime warranty, made in our Lancaster, PA facility.
- Kidspaces™ Complete Classrooms are turn-key early childhood packages to create developmentally appropriate learning environments (PreK or K).



School and Classroom Furniture

- Manufacturer of furniture that encourages collaboration, promotes creativity and works with technology to stimulate critical thinking.
- Outfit every area of your school including classrooms, media centers, cafeterias, and administrative offices.
- Includes seating, desks, tables, classroom/office storage, dry erase boards, easels and more.



Turnkey Solution for New & Renovated Learning Spaces

- Comprehensive solution for entire learning communities - at no extra cost to you.
- 6,000+ school building projects, national and international, designed and managed since 1993.
- Full service support throughout the entire multi-step process - and after.



Instruction & Intervention

- Wide range of targeted solutions to meet the changing needs of every student and classroom.
- Key supplemental programs address specific literacy and math topics - vocabulary, reading & listening comprehension, phonics, literature, math and reading intervention.
- Over 10,000 instructional resources - manipulatives, instructional aids, student materials, teacher resources and classroom libraries.



Science Supplies and Resources

- Supplemental kits, hands-on resources, and informational text to support active science in K-8 classrooms.
- Lab supplies, equipment, and supplemental curriculum to support secondary science instruction.
- STEM solutions that advance effective learning.



Safety & Security Products & Training

- Wide range of products to help address any risk challenge schools may face.
- Extensive selection of SSI Guardian Certified products and technologies; these have passed a rigorous evaluation process to ensure performance and allow you to make decisions with greater confidence.



Education Funding Resources

- 3rd party grant writing experts search and qualify the best grants for your needs.
- Grant writing services provided at no cost if you qualify.
- Instructional experts help identify the right resources, products and services that best fit grant criteria.

To find out more about any of our products or services, contact your School Specialty Representative or visit schoolspecialty.com

Appendix C: PRICING

Core Price List – Attachment B (Core Price list)

- Respondents are encouraged to include all high-volume products/services within the scope of this RFP they deem are necessary to show a complete core price list
- Respondents should complete as many products/lines in attachment b as they service, and responses must contain the following: *(if applicable)*
 - Vendor/Distributor Product Number
 - Manufacturer Product Number
 - Product Description
 - Manufacturer Name
 - Product Brand Name (if different than the manufacturer name)
 - Purchase unit of measure (UOM)
 - Unit List Price (this is the suggested List Price which must be verifiable)
 - Discount from the list price (Equalis Group Discount)
 - Final Price (Net price to Equalis Group participating public agencies)
- Additional rebates, discount off list or other price value will be considered
- Products/lines completed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Respondent and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
For the electronic copy, please submit price lists and/or catalogs in excel or delimited format only.

General Pricing

- In addition to the prices offered in Attachment B (core price list), respondents shall provide a calculation for pricing on all other products under the scope of this RFP.
- The calculation should be based on a discount from a verifiable price list or catalog and multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified.
- Additional pricing and/or discounts may be included.

Not to Exceed Pricing

- Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Please reference the core price list and catalog discount pricing on attached USB.

Please reference the cover letters for additional information.

Please note: The discount is currently figured off of 2019 list prices. We can provide an updated list upon award with current list price.



November 14, 2019

Region 10 ESC
400 E Spring Valley Rd
Richardson, TX 75081

Account # 179396

Bid Number: EQ-101519-01 Educational School Supplies

School Specialty, Inc. is proud to offer a wide assortment of items including our Frey, CPO and Delta brands. This expanded product offering ensures that all educator needs are satisfied by our wide selection of categories. We are pleased to offer the following catalog discount for a **NON-SOLE AWARD**.

List Price Less **32%** on **Supply items**.

List Price Less **12%** on **Furniture and Equipment items (includes AV Tech)**.

All discounts apply to the current year catalogs which are located on the School Specialty website at: <http://catalogs.schoolspecialty.com>. If you have not received your catalog, you can request a copy on the site as well.

*(All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" prefix in the item number. Also excluded is any clearance item or catalog that bears notation: no other discounts apply)

Exclusions: No discount on SSI, Delta, CPO, FOSS or Frey Scientific Exclusive Products with a prefix of "N" or "LN". Discount does not apply to any other School Specialty Catalogs, Flyers, or customized products. Please contact your Territory Sales Manager for Premier custom planner pricing.

Contract Period:

Valid from January 1, 2020 through December 31, 2023. Pricing for **contract period effective upon notification of award** referencing our Bid # 7791155414 to bidwestnotices@schoolspecialty.com

Standard Freight Terms (subject to change):

Ship to Location	Item Prefix	Shipping Charge
50 States-Parcel Orders	5	\$5 Minimum or 12% charge based on NET subtotal
50 States-Parcel Orders	9	\$9.95 minimum or free over \$49 based on NET subtotal
48 States-Non-Parcel Orders	6	Free Shipping
AK/HI-Non-Parcel Orders	6	Require quoted freight from our transportation department. Please call (419) 589-1425 for a quote.

****Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.**

****Freight rates are subject to change.**





****Live specimens (prefix L) and hazardous materials (prefix H) may incur additional charges. Please refer to www.schoolspecialty.com for more information.**

School Specialty would also like to offer the following value add services as part of this submission.

- School Specialty would like to continue our existing offer of **Educators Publishing Service (EPS)** product assortment to this contract. Our recently acquired assets and products of **Triumph Learning (TL)** which has increased the items available for Instruction and Intervention curriculum will continue to provide your members with valuable EPS and Triumph Learning proprietary brands. These are net priced items which means the price list is the sell price. In our catalogs, items are designated in an "N" for net priced. The pricing is updated once a year in January. Standard shipping rates apply.
- **School Specialty** will extend the same terms and conditions of this contract to Region 10 customers who have logged into their respective www.schoolspecialty.com account for our online and digital content which is updated with new products and services from our manufacturers on a regular basis. Discounts to be applied to list price only. No other discounts can be applied to net priced or sale items.
- **School Specialty** will offer an administration fee to Equalis Group in the amount of 2% up to the first \$10M in sales and 1% after sales exceed the first \$10M.

We look forward to the opportunity to partner with Region 10 and the Equalis Group to provide your members with our extensive product offering.

Sincerely,

A handwritten signature in blue ink that reads "Amy Fuss".

Amy Fuss
Director of Quotes and Contracts





November 14, 2019

Region 10 ESC
400 E Spring Valley Rd
Richardson, TX 75081

Account # 179396

Bid Number: EQ-101519-01 Educational School Supplies

School Specialty, Inc. is proud to offer a wide assortment of items including our Frey, CPO and Delta brands. This expanded product offering ensures that all educator needs are satisfied by our wide selection of categories. We are pleased to offer the following catalog discount for a **SOLE AWARD**.

List Price Less **35%** on **Supply items**.

List Price Less **12%** on **Furniture and Equipment items (includes AV Tech)**.

All discounts apply to the current year catalogs which are located on the **School Specialty** website at: <http://catalogs.schoolspecialty.com>. If you have not received your catalog, you can request a copy on the site as well.

*(All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" prefix in the item number. Also excluded is any clearance item or catalog that bears notation: no other discounts apply)

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- **School Specialty** will also offer a 2% rebate to customers for supply items sales only of \$49,000 or more. The rebate is calculated at the end of the calendar year and payable to the customer by the end of the first quarter.
- Per the terms and conditions of this bid, **School Specialty** will offer an administration fee to Equalis Group in the amount of 2% up to the first \$10M in sales and 1% after sales exceed the first \$10M.

We look forward to the opportunity to partner with Region 10 and the Equalis Group to provide your members with our extensive product offering.

Sincerely,

A handwritten signature in blue ink that reads "Amy Fuss".

Amy Fuss
Director of Quotes and Contracts

