



#### **Equalis Group Contract Information Sheet**

#### **Contract Information**

Awarded Vendor: School Specialty, LLC

Contract Number: R10-1164D

Effective Date: July 1, 2024

Initial Term Expiration Date: June 30, 2027

Renewable Through: June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at equalisgroup.org.

#### **RFP Process Information**

RFP Number: RFP R10-1164

RFP Title: Educational School Supplies and Related Services

Dates Advertised: March 28 & April 4, 2024

# of Vendors that Requested RFP: 177

Questions Due: April 18, 2023

Public Bid Opening Date and Time: April 26, 2024, 2:00 pm CT #

of Responses Submitted: 31
Number of Awarded Vendors: 5

Date of Board Approval: June 19, 2024

#### **Evaluation Criteria, as Set Forth in the RFP**

Products and Pricing 30 pts
Performance Capability 25 pts
Qualifications and Experience 25 pts
MWBE Status/Programs 10 pts
Commitment to Members 10 pts

#### **Justification for Award to Multiple Respondents**

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover a variety of products and services needed by the national Equalis Group membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at <a href="mailto:clint.pechacek@region10.org">clint.pechacek@region10.org</a>, or 972-348-1184.

#### SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

#### VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of <u>July 1, 2024</u>, by and between <u>School Specialty, LLC</u> ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Educational School Supplies and Related Services ("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 Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

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.

#### 1. 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 Public 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 <u>Customer Support</u>: 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.

#### 2. 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.

#### 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 <u>Scope</u>: 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.
- 3.2 <u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 <u>Vendor's promise</u>: Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

#### 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 <u>Vendor contract documents</u>: Region 10 ESC will review proposed Vendor 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 <u>Form of contract</u>: 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 vendor 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 <u>Assignment of Contract</u>: 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 <u>Contract Alterations</u>: 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 <u>Order of precedence</u>: 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:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation
- 4.7 <u>Supplemental Agreements</u>: 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.

#### 5. ARTICLE 5 – TERMINATION OF CONTRACT

- 5.1 <u>Cancellation for cause</u>: 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, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.
- 5.2 <u>Delivery/Service failures</u>: 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 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. 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 Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

5.3 <u>Force Majeure</u>: 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

5.4 <u>Cancellation for convenience</u>: 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.

#### 6. ARTICLE 6 – LICENSES

- 6.1 <u>Duty to keep current license</u>: 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 <u>Suspension or Debarment</u>: Vendor 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 Vendor 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 <u>Survival Clause</u>: 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 Fulfiller shall survive expiration or termination of the Contract.

#### 7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 <u>Delivery</u>: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

- specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.
- 7.2 <u>Inspection & Acceptance:</u> If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. 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:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 <u>Additional charges:</u> 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 <u>Buyer's delays:</u> 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 Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

#### 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 <u>Payments</u>: 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.
- 8.2 <u>Tax Exempt Status</u>: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

#### 9. ARTICLE 9 - PRICING

- 9.1 <u>Market competitive guarantee</u>: 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 Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by 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 <u>Additional Charges</u>: 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 <u>Price reduction and adjustment</u>: Price reduction may be offered at any time during contract. 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; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 <u>Prevailing Wage</u>: 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 <u>Administrative Fees</u>: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 <u>Price Calculation</u>: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

#### 10. 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.

#### 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 <u>Current products</u>: Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 <u>Discontinued products</u>: If a product or model is discontinued, 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 <u>Product line</u>: 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 <u>Warranty conditions</u>: 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 <u>Buy American requirement</u>: 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.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

#### 12. ARTICLE 12 - SITE REQUIREMENTS

- 12.1 <u>Cleanup</u>: 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 <u>Site Preparation</u>: 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 <u>Safety measures</u>: 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 <u>Smoking/Tobacco</u>: 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 <u>Maintenance Facilities and Support</u>: 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, Vendor 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.

#### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 <u>Funding Out Clause</u>: 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 <u>Disclosures</u>: 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.
  - 13.2.1 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 Members in Equalis Group.
  - 13.2.2 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 <u>Indemnity</u>: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, 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 Member.

- 13.4 <u>Franchise Tax</u>: 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 <u>Marketing</u>: 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 <u>Insurance</u>: 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.
  - 13.6.1 Certificates of insurance shall be delivered to the Member 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.
  - 13.6.2 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 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
  - 13.7.1 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.
  - 13.7.2 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 <u>Legal Obligations</u>: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

#### PROPOSAL FORM 20: GENERAL TERMS AND 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).

	ck one of the following responses to the General Terms and Conditions: We take no exceptions/deviations to the general terms and conditions
(No	te: If none are listed below, it is understood that no exceptions/deviations are taken.)
х	We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviation
_	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.)

#### 7.1 Delivery

Please allow 3-5 business days for available items shipping pacel (FedEx) from one of our distribution centers. Items and orders shipping via 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 ship date.

#### 7.5 Additional Charges

Prefix 5 Items: \$11.95 Minimum or 20% charge based on NET subtotal Prefix 9 Items: \$11.95 minimum or free over \$69 based on NET subtotal

Prefix 6 Items: Free Freight

\*\*Live specimens (prefix L) and hazardous materials (prefix H), and non-discountable items (prefix N) may incur additional charges. Please refer to www.schoolspecialty.com for more information.

AK/HI Terms and Conditions (subject to change):
Parcel Orders Prefix 9 items with \$20 minimum and \$1.50 per lb. charge based on NET subtotal
Parcel Orders Prefix 5 items \$15 minimum or 20% of the NET subtotal

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

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

<sup>\*\*</sup>Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.

<sup>\*\*</sup>Freight rates are subject to change.

#### PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

#### VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	
Addison	School Specialty, LLC
Address	W6316 Design Drive
City/State/Zip	Troute Bedign Bille
	Greenville, WI 54942
Telephone No.	800 300 3004
Fax No.	888-388-3224
	800-675-1775
Email address	
Printed name	<u>bidnotices@schoolsoecialty.com</u>
	Allen Hoeppner
Position with company	
Authorized signature	SVP-Merchandising & Category Management
Authorized signature	10Hon
	20.0007
Term of contract July 1, 20	024 to <u>June 30, 2027</u>
Unless otherwise stated, all cont	racts are for a period of three (3) years with an option to renew annually for an
	I to by Region 10 ESC. Vendor shall honor all administrative fees for any sales
made based on the contract whe	ther renewed or not.
Jana Melsheimer (Jun 19, 2024 15:34 CDT)	Jun 19, 2024
Region 10 ESC Authorized Agent	Date
Dr. Jana Melsheimer	
Print Name	
Equalis Group Contract Number	R10-11 <b>64</b> D





#### REQUEST FOR PROPOSAL #R10-1164 FOR: Educational School Supplies and Related Services

March 28, 2024

#### **Section Two:**

Proposal Submission, Questionnaire and Required Forms

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#### **Proposal Form Checklist**

#### The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

X

PROPOSAL FORM 1: ATTACHMENT B - PRICING

#### **QUESTIONNAIRE & EVALUATION CRITERIA:**

M

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

#### OTHER REQUIRED PROPOSAL FORMS:

X	PROPOSAL FORM	٦.	<b>CEPTIFICATIONS</b>	AND	LICENSES
1 X 1	PROPOSAL FORM	J.	CERTIFICATIONS	AITD	FICEI42F2

PROPOSAL FORM 4: CLEAN AIR AND WATER ACT

PROPOSAL FORM 5: DEBARMENT NOTICE

PROPOSAL FORM 6: LOBBYING CERTIFICATION

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS

PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295

PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

PROPOSAL FORM 11: RESIDENT CERTIFICATION

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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#### PROPOSAL FORM 1: ATTACHMENT B - PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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#### PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

#### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which <u>may</u> be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

<b>Evaluation Criteria</b>	Question	Answer		
Basic Information				
Required information for notification of RFP results	What is your company's official registered name?	School Specialty, LLC		
	What is the mailing address of your company's headquarters?	W6316 Design Drive Greenville, WI 54942		
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Sarah Peterson, Director – Bids, bidnotices@schoolspecialty.com, 888-388-3224		
Products/Pricing (30 Points)				
Coverage of products and services	No answer is required. Region 10 will utilize y determination	your overall response and the products/services provided in Attachment B to make this		
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination			
Pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	Yes.		
	Do you offer any other promotions or incentives for customers? If yes, please describe.	If School Specialty, LLC is solely awarded this contract - we will 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.		

Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?	Per the terms and conditions of this bid, School Specialty, LLC 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.  Yes
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	Invoicing occurs when product ships. If the order ships complete, one invoice will be generated. If the order ships in multiple shipments, a single invoice will be created 30 days from the initial shipment which will include billing for the multiple shipments (consolidated invoicing). Products that ship 30 days past the original shipment will be invoiced upon shipment.  School Specialty, LLC. offers both EDI and paper invoicing. In each case, Oracle directs invoice files to outside providers. Those providers then either send electronic invoices via EDI or mail paper copies of invoices to our customers. School Specialty does offer electronic billing and Electronic Funds Transfer (EFT) payment via CCD, CCD+, or CTX formats. School Specialty also offers consolidated invoicing. A single invoice will be created once a month on all shipped merchandise. School Specialty terms are Net 30 after items are shipped and billed.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize determination	your overall response and the products/services provided in Attachment B to make this
Performance Capability (25 Points)	determination	
Product quality and features	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	School Specialty, LLC 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 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 in Physical Education and Special Needs with the acquisition of FlagHouse and Snoezelen*.  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 ecommerce 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. Products are typically sold to teachers, curriculum specialists and other educators with direct

Outline how your products compare to those of your competitors.	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 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 Science Curriculum segment product lines include Delta Education*, FOSS*, Frey Scientific*.  Through our combined family of companies and acquisitions, School Specialty, LLC has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. SSL 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. SSL 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
Outline your delivery process such as product tracking capabilities and ensuring timely order fulfillment.	Please allow 3-5 business days for items shipping parcel (FedEx) from one of our distribution centers. Items and orders shipping via freight truck from our distribution centers may take up to one week.

Outline your average fill rate and average on time delivery rate.  Describe how you ensure that your products meet relevant safety standards	Delivery times for items shipping direct from our manufacturers are variable. Most items ship within 2-4 weeks. This includes classroom and office 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.  Through our network of strategically located distribution centers and our partnership with national and local carriers we can ship orders quickly to our customers. We can provide real-time tracking for orders through our website or customers may contact our customer care department at 888-388-3224.  YTD on time delivery is 87% and YTD average fill rate is 92.8%.  We ensure that our products have passed all federal testing requirements mandated by the CPSC and CPSIA
products meet relevant safety standards and align with current educational standards/best practices.  Describe any professional development or training resources you provide to help educators effectively use your products and services.  List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.	Please see attached flyers.  The SSL corporate office is located at W6316 Design Drive Greenville, WI 54942. The distribution functions for SSL (warehousing, receiving, shipping and returns) utilize 350,000 square feet at our Nashua, NH location, 275,000 square feet in Mansfield, OH and another 275,000 square feet in Greenville, WI. Services performed in Nashua, NH include Customer Care, Technical Support, Marketing, Sales, Purchasing, Kitting, Distribution, Product Development and Administration.  School Specialty, LLC. Corporate Office W6316 Design Drive Greenville, WI 54942
	School Specialty, LLC. Distribution Center W6316 Design Drive Greenville, WI 54942  School Specialty, LLC. Distribution Center 80 Northwest Boulevard Nashua, NH 03063  School Specialty, LLC. Distribution Center 100 Paragon Parkway Mansfield, OH 44903



School Specialty offers a variety of Professional Development opportunities to help you utilize educational materials, incorporate best practices, and learn new ideas for teaching. Our education experts share research-based, practical strategies on a variety of education topics across content areas.

#### SCHOOLYARD CONNECT

What's trending in education? Peruse hundreds of articles for ideas and resources that you can implement in your classroom today. Visit schoolspecialty.com/ideas-resources.

#### **WEBINARS**

Watch and engage directly with our education experts during a live webinar at a competitive price. In addition, explore our library of webinars to view a topic that interests you. These webinars are offered for free to our valued customers. Visit school-specialty-pd.teachable.com/

#### SITF-BASED WORKSHOPS

Our experts will come to you. Partial, full and multi-day workshops are available for a fee. See reverse side for some of our popular workshop topics.

**OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE** 















Professional Development is available in multiple formats to fit your individual needs as well as those of your educators. Live or recorded webinars, in-person half or full-day sessions, we can design something specifically for you.

General topics are available for all categories. These include, but are not limited to:

- · Sunlight, Shimmer and Shadow as Art Techniques
- How to Create a Makerspace in Your School
- Student-Centered Early Childhood Learning Environments
- · Establishing a Supportive Early Childhood Classroom Climate
- \*10 Terrific Tips to Promote Good Fine Motor Skills
- Nutrition Education
- Proven Strategies for Making PE Fun, Engaging & Meaningful
- PE Strategies for a Quality Program
- Modular Robotics: Constructing Explanations and Designing Solutions at K-8
- · Adapted Art/ Inclusive Art
- · Community of Artists hands on experience

Customized professional development is also available based upon individual instructional needs.

To learn more, visit SchoolSpecialty.com/professionaldevelopment



School Specialty has been enriching teacher's professional lives with Professional Development workshops for over 25 years.

These workshops are developed from the annual Sax Lesson Plans. Our lesson plans are based on the National Visual Arts Standards and are cross categorical. Our Lesson Plans also focus on Adapted Art, STEAM and Social and Emotional Learning. We have a collection of over 200 Lesson Plans online. Each year we select our favorites to offer for Professional Development workshops. In addition to our annual offering we can customize a workshop based on the needs of a district. Presenters are former art educators and/or professional artists.

See reverse for examples of Site-based Workshops.

**OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE** 

















**Examples of Site-Based Workshops** 

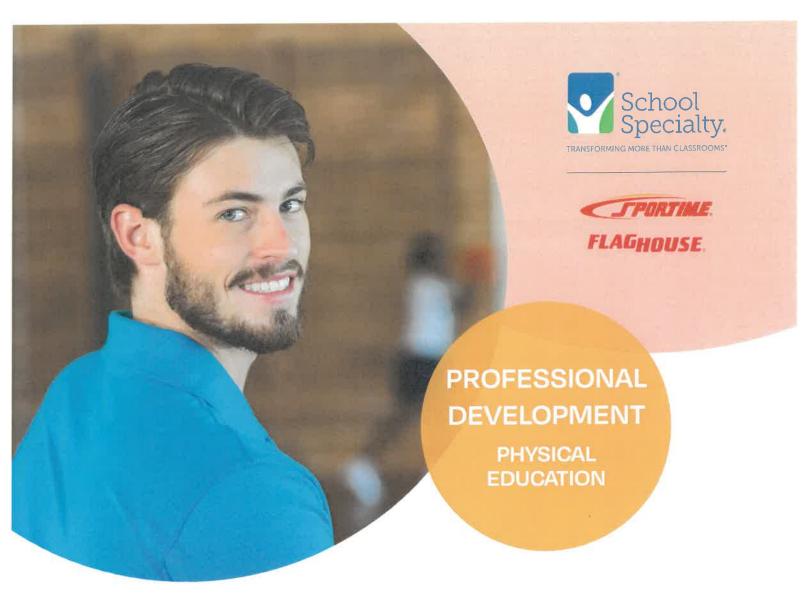
Workshop Title	Duration	Brief Description
Monet's Japanese Bridge	3 hours	Uses Monet's Japanese Bridge paintings to dig deeper into the composition of landscape painting focusing on background, middle and foreground.
Kandinsky Recycled	3 hours	Create a monoprint using Gel Plates with different colored planes and geometric shapes using recycled materials
Community of Artists	3 hours	Create a classroom artist community of houses with a simple 3D construction using Plast'r Craft and various paper techniques.
Cross Contour Geological Ceramic Tiles	3 hours	Create 3D landforms on soft hand-built clay tiles. Optional glaze application on site.
Sunlight, Shimmer and Shadow	3 hours	Explore places/images with personal meaning that demonstrate the properties of highlight, shadow and reflection.
Masters in Plaster	3 hours	Creating a 3D image from a 2D master work using a pizza box and Plast'r Craft.
Fold Over Clay Critters	3 hours	Create imaginative or realistic clay animals using a slab fold over technique.
Mixed Media Sampler	3 hours	Create a Mixed Media sampler exploring both wet and dry media on a mixed media paper base. Experiment with new products, different techniques, and applications.
Pop Into Fun	3 hours	Master the techniques of a simple pop-up structure that can be used to reinforce other disciplines such as literature, history, sciences or as a standalone visual statement.
Adapted Art/ Inclusive Art	3 hours	Do you have students with special needs in your art class? Need ideas for more inclusive art lesson plans? This interactive art workshop has creative solutions for inclusive projects, fine motor adaptations, hands on work stations and more! Perfect for Art Educators.

#### Sax® WORKSHOPS-IN-A-BOX

(this is a specially priced self-administered workshop kit available through our catalog and online - includes materials for 10 participants)

Workshop Title	Duration	Brief Description
Sax <sup>®</sup> WORKSHOP-IN-A-BOX: Diner Display Case Paintings #2013966	Minimum - 1.5 hours	Inspired by artist Wayne Thiebaud's "diner" food works, participants create diner imagery focusing on use of color, brush stroke, texture, and shadow.
Sax <sup>®</sup> WORKSHOP-IN-A-BOX: Mini Mandala Coloring Books #2013963	Minimum - 1.5 hours	Participants create an original coloring book of free hand or templated mini mandalas.  Original designs can be copied and shared to create a collaborative finished piece.
Sax <sup>®</sup> WORKSHOP-IN-A-BOX: Masters in Plaster #2013967	Minimum - 1.5 hours	Using texture and dimension on a pizza box canvas, participants create works of master artists using the medium Plast'r Craft <sup>®</sup> .
Sax <sup>®</sup> WORKSHOP-IN-A-BOX: Fanciful Fish #2013964	Minimum - 1.5 hours	Using simple techniques and Model Magic <sup>®</sup> , participants will create relief sculptures of fish, a subject with numerous sizes, forms, and textures.

#### To learn more, visit SchoolSpecialty.com/professionaldevelopment



School Specialty is a leader in professional development for the physical education field offering onsite and online opportunities to meet the needs of PE teachers, classroom teachers, early childhood and after school providers. Organizations can choose trainings to learn more about best practices and products as well as current PE, health and nutrition topics.

Our presenters are current and former teachers many of which are National Teachers of the Year who have years of experience in the field. Have us visit your organization or register on our website for access to webinars and workshops which allows you to track all of your professional development hours.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff. See reverse for examples of Site-based Workshops.

**OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE** 















#### **Examples of Site-Based Workshops**

Workshop Title	Duration	Brief Description
Quality PE: Strategies and Resources to Boost Your Program	3-hour, 6-hour or 12-hour	Learn organizational, management, and instructional techniques to build a quality physical education program.
Building Social Emotional Skills in Physical Education	3-hour or 6-hour	Learn about the principles of SEL and how they apply to physical education as well as take away strategies and activities for integrating the SEL concepts into lessons.
Inclusive PE: Strategies for Including All Students in Physical Education	3-hour, 6-hour or 12-hour	Learn strategies for adapting activities and equipment and how to modify lesson plans for skill-based instruction to better meet the needs of your students.
Ignite Your Health Education Program	3-hour or 6-hour	Learn instructional best practices that align with 21st Century Learning Skills and the National Health Education Standards as well as interactive strategies to actively engage students in the health classroom.
How to be a "Movement Champion"	3-hour or 6-hour	This workshop is designed for the Physical Education specialist to gain insight and ideas that he/she can implement in his/her school practices to increase movement during the school day.
How to be a Highly Effective Physical Education Teacher	3-hour or 6-hour	With increased focus on teacher evaluations, Physical Education teachers look for ways to increase student engagement and support content instruction, while meeting their standards. This workshop will dive into ideas on how to become a "Highly Effective" Physical Education teacher and helpful tools to help you through the evaluation process.
Active Classroom	3-hour or 6-hour	This workshop is designed for classroom teachers with ideas to integrate movement, learn the latest research, and implement fun classroom management techniques to infuse some FUN, movement and kinesthetic learning in the classroom.

#### To learn more, visit SchoolSpecialty.com/professionaldevelopment



School Specialty is pleased to offer onsite Science and STEM professional development as part of School Specialty's commitment to transforming more than classrooms. Our workshops train teachers on how best to use innovative Science and STEM learning spaces and environments, integrate classroom materials management and storage solutions, and share current developments in Science education including STEM, STEAM, NGSS, and Makerspace. We can customize and create workshops to meet the needs of your district, school or facility. Our consultants are former or current educators with years of experience teaching Science and STEM at all grade levels and disciplines. Their goal is to support educators in sharing real world experiences where students apply science, technology, engineering, and mathematics in contexts that make connections between school, community, work, and the global enterprise.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff. See reverse for examples of **Site-based Workshops**.

· · · OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE

















#### **Examples of Site-Based Workshops**

Workshop Title	Duration	Brief Description
Phun with Physics! Kinematics and Motion Graphing	3 or 6 hour	This workshop includes a series of demonstrations and activities designed to cover overlapping concepts between the fields of introductory physics, math (primarily algebra, trigonometry, geometry, and pre-calculus) and pre-engineering principles. Graphical analysis is used to model various forms of motion including one-dimensional, two-dimensional as well as simple harmonic motion. Data will be collected and processed by workshop participants, using both equipment sets and virtual applications, in an attempt to predict the outcome of various physical phenomena. Participants will gain a wealth of experience and examples of lessons prepared for immediate classroom application. Several handouts and resources will be shared, readily adaptable for individual teacher preference.
STEM and Storybooks: Using Literature in the STEM Classroom	3 or 6 hour	Literature helps students make connections with STEM concepts. In this workshop, we will explore ways to teach STEM through different types of literature. You will learn how to engage your students with activities utilizing key Math, Science, and Literacy concepts found in their favorite fiction and nonfiction stories!
Enchanted Engineers: Using Fairytales to teach STEM Concepts	3 or 6 hour	Once upon a time, fairy tales were for the very young. They were read at bedtime or watched in Disney movies. However, in a true to life "happily ever after" scenario, fairy tale literature is experiencing a revival these days. As educators, we understand the time crunch we face daily to "get it all in." Why not teach skills simultaneously? In this workshop, we will focus on how to integrate fairy tales and STEM challenges. It will contain examples of tiered lessons, STEM challenge activities, step-by-step guides for setting up a classroom, and how to complete a fairy tale STEM challenge.
Coding for Junior Engineers	3 or 6 hour	Coding in the early years is growing rapidly in popularity as more and more parents and educators see that it is an important 21st century skill best taught early and often. In this session, you'll learn some simple, effective ways to start your own coding classes and clubs, while attempting to provide advice on academic approach, curricula, and other resources.

#### To learn more, visit SchoolSpecialty.com/professionaldevelopment



For over 25 years, School Specialty Abilitations has been a leader in providing tools and solutions for children with special needs. We are pleased to now offer Professional Development as part of School Specialty's commitment to transforming more than just classrooms. From topics on Inclusion to Building Strong Motor Skills in Early Childhood, we have your Professional Development needs covered!

We can also customize and create workshops to meet the needs of your district, school or facility. Our presenters are therapists and/or educators with a wealth of hands-on experience in the Special Needs arena.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff. See reverse for examples of Site-based Workshops.

**OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE** 















#### **Examples of Site-Based Workshops**

Workshop Title	<b>Duration</b> 3-hour	Brief Description	
Inclusive Early Childhood Learning Environments		Learn easy options for setting-up an inclusive EC classroom that will benefit special needs as well typically developing children. Review of physical/sensory and social/ emotional learning concepts for children with special needs will be covered. Novice and seasoned teachers will be able to immediately implement strategies to create a more inclusive learning environment.	
10 Terrific Tips to Build Strong Fine Motor Skills	3-hour	This fun, interactive training reviews the basic components of the senses especially how vision, movement, touch and body awareness (through the muscle and joints) form the foundation for all good fine motor skills. Great for Early Childhood Educators!	
Adapted/Inclusive Art 3-hour		Do you have students with special needs in your art class? Need ideas for more inclusive art lesson plans? This interactive art workshop has creative solutions for inclusive projects, fine motor adaptations, hands-on work stations and more! Perfect for Art Educators.	

#### To learn more, visit SchoolSpecialty.com/professionaldevelopment



School Specialty is pleased to offer professional development services to early childhood educators, administrators, and professionals serving children and families in a variety of settings. We believe that every child deserves a safe and healthy start: socially, emotionally, physically and cognitively, and our team collaborates with you to plan and deliver customized training that addresses your specific program needs and desired outcomes.

Our professional development consultants create on-site and virtual learning experiences with research-based, developmentally appropriate practices, equipping educators with skills and strategies to teach our youngest learners.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff. See reverse for examples of Site-based Workshops.

**OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE** 















<mark>Examples of Site-Bas</mark>ed Workshops

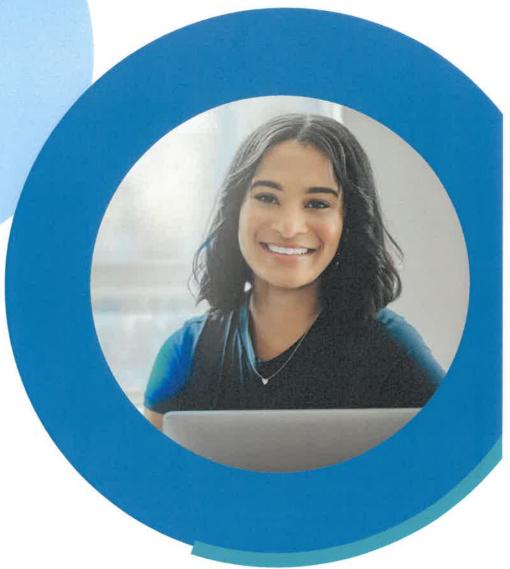
Workshop Title	Duration	Brief Description	
Student-Centered Learning Environments	1.5, 3 or 6 hours	The early childhood learning environment is often referred to as the "third teacher" in the classroom. This just does not happen automatically, but rather through intentional, purposeful planning. In this session, participants will understand basic research-based guidelines for setting up a developmentally appropriate early childhood classroom environment which will allow children to feel safe, gain independence and engage with people and materials to foster learning.	
Transitions that Teach	1.5 or 3 hours	This presentation will discuss the importance of transitions in the early childhood classroom and how to make the most of transition time. We will address key elements for making transitions more successful. Many ideas for teaching early childhood skills via transitions will be provided and participants will leave with some helpful tools to use during transition time in their classroom.	
Block Play: Stacked with STEAM	1.5 or 3 hours	One source described blocks as "the tool you can't teach without." Join this session on block play to uncover the truth behind that statement. We will discuss the definition of a block, types of blocks, appropriate set-up of the block area, the stages of block play, the STEAM opportunities for children and the teacher's role in block play. Your participation will lead to a deeper understanding of what STEAM skills children are actually learning through block play and how you can best support them in that learning.	
Beyond the Playground: Creating Outdoor Learning Opportunities	3 hours	Over the past few decades, children's experience in outdoor settings has greatly decreased. Children can greatly benefit from increased time in outdoor learning environments, both developmentally and emotionally. We will begin to develop a nature mindset as we look at the factors that have decreased children's time outdoors. Additionally, we will explore principles of outdoor learning environments and provide strategies on how educators can increase the opportunities they provide for children outside.	
Establishing a Supportive Classroom Climate	3 or 6 hours	Research tells us that children learn best when they are part of a supportive classroom community. Understanding the elements needed to create a positive social & emotional climate will benefit everyone in the classroom and successfully promote children's learning. This session will help participants gain awareness and develop strategies to create an environment that reflects warm, caring and responsive relationships. This in turn will allow children to develop respect, self-regulation, accountability and conflict resolution skills that can be useful for the rest of their lives.	
Brain Development in the Early Years: What Teachers Need to Know and Do	3 or 6 hours	Research tells us that the brain develops the most in the first five years of life. Let's explore how we can use this knowledge to influence our classroom practices, interactions and lessons. During this time, we will learn how to maximize the use or movement and music, improve memory, utilize process over product, effectively scaffold instruction and define what rigor really means in early childhood education	

#### To learn more, visit SchoolSpecialty.com/professionaldevelopment

Response to emergency orders and stock availability	Outline any value-added capabilities not already addressed.  Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.	School Specialty, LLC is offering pricing in all 50 states except for the following: AZ, CT, IA, KS, MI, MS, New York City and WI.  NA  For emergency orders please contact our Customer Care department directly at 888-388-3224. Our Customer Care Department will work directly with our Distribution Centers to fulfill emergency orders the same day and provide real-time communication regarding order flow and delivery. Please note additional shipping charges may apply for rush/over-night orders.
	Describe any product warranties/guarantees offered.	To obtain the most current warranty information for a specific brand of products, simply enter the brand name in the search field on our website, <a href="https://help.schoolspecialty.com/s/article/Product-Warranties">https://help.schoolspecialty.com/s/article/Product-Warranties</a> , and reach out to the warranty contact provided.
	Outline how you manage stock availability rate and your return/restocking policy.	To request a return, just follow these easy steps:  Contact Customer Care at 888-388-3224 or submit a request to School Specialty, LLC. within 30 days of shipment to request an authorization number. Product returned without authorization, additional items not part of the original authorization, or products arriving in an unsellable condition will not be eligible for credit and products will not be shipped back to the customer.  Repack items in the original shipping carton.  Include a copy of your packing list, invoice and details about what you are returning.  Include order and PO numbers for proper credit
		<ul> <li>Restocking Fees</li> <li>Unused merchandise, in sellable condition, not meeting your satisfaction may be returned in its original or equal quality packaging within 30 days of the receipt of your order.</li> <li>If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.</li> <li>If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.</li> <li>Most items will be subject to a 15% (25% Canada for U.S. suppliers) restocking fee.</li> </ul>

Integration with other platforms	Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and Coupa.	Please reference attached flyers.	
	Outline your ordering platform and highlight any features and functionality.	Please reference attached flyers.	
Customer service/problem resolution	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	During peak demand, School Specialty employs over 120 customer care specialists. The Customer Care associates are available Monday through Friday 7:00AM — 5:00PM Central Standard Time. They may be reached at 888-388-3224 or via fax at 888-388-6344. Our call answer rate is consistently around 95%, with a goal of answering all calls within 30 seconds. Training is ongoing, and we have established various incentives and training programs to help our associates give each customer an A+ experience.  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 <a href="https://www.schoolspecialty.com">www.schoolspecialty.com</a> .  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 are the ability to quickly and easily place an order and receive the	
Financial condition of vendor	Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters	Please reference D&B Credit Report.	
	What was your annual sales volume over last three (3) years?	2021: \$629,881,303 2022: \$760,442,252 2023: \$722,042,834	
	Outline the process timeline for product pickup, delivery, and any other applicable capabilities not already addressed.	NA .	
Outline your quality control, fulfillment, and tracking processes to ensure order accuracy and completeness.		Most orders ship parcel within 24 hours and are delivered to our customers within one to three business days. Freight orders and orders processed during the summer "back-to-school" months when volumes are high may take a few additional days.  School Specialty, Inc. has a network of two (2) distribution centers strategically located across the country to optimize service to our customers while keeping costs low. School Specialty stocks 80,000 items.  Locations of the centers are as follows:	





### Punchout: Streamline your purchasing

Our Procurement/Punchout integration creates an interface between our website and your district's purchasing systems. See how it can help simplify your shopping, spare your bookkeepers from hours of tedious work, and show you exactly how much you're saving.

## **Punchout: How it works**

- First, the user launches their accounting software to start a requisition with School Specialty.
- Your accounting software punches out to School Specialty's website and logs you in automatically to display your contracted pricing.
- The user creates a shopping cart on our website and clicks Transfer to send the item information back to your accounting software.



- The user's shopping cart info (item numbers, descriptions, UOM, your school's net price, etc.) is transferred into your accounting software to populate your requisition lines.
- The requisition is completed in your accounting software. Once the order is approved in your system, it becomes a PO and is sent electronically to School Specialty.
- Any staffer who can't access your accounting software can build carts on our website through a Shared Account Login. These carts are submitted to a queue and can be retrieved by the approver, who is notified by email. The approver then has the option to modify and transfer the cart into your accounting software to populate their requisition lines.
- You will be able to see all carts transferred and retrieved by your punchout system on our website.

# Punchout: How it benefits you

- Your district's procurement system remains in control of all purchasing when you take advantage of our Procurement/Punchout solution.
- Avoid hours of retyping teacher requests. You create requisitions by accessing our website from directly within your district's procurement system, retrieving line item details.
- No orders are placed without your approval. Order approval and submission are completed directly within your procurement system.
- Orders are more accurate and reflect your contracted pricing. And you
  can access all our products without searching multiple paper catalogs.

# **Punchout works with** all these procurement systems — and more.

Our eCommerce Development Managers will oversee the entire integration process from start to final testing, making it easy and seamless for you. Don't see your accounting system below? Just ask.































































### Questions?

Call our Toll Free Online Support Department at 888.388.3224





# Save time. Save money. Order online.

School districts like yours count on School Specialty for a vast selection of curated solutions. Now, find them all at **Select.SchoolSpecialty.com**. Our web shopping platform is customizable to meet your needs. It saves you time and money, while giving you the many advantages of our online shopping experience — all at absolutely no cost to you.

Find everything in one place. All our best-in-class brands. No need to search catalogs.

**See contracted pricing.** Just log in to view your contracted pricing (prices of items in saved carts are subject to change).

Manage every aspect of your account. From tracking orders at every step to managing approvals and budgets, we put control in your hands.

# Save time.



Track orders, access all your invoices, get proof-of-delivery copies, and more through our online dashboard.

Share shopping lists with your staff to streamline ordering.

You can customize approval workflows to ensure no orders are processed without your approval.

Customize logins by your site number, site code, or school prefix for easy staff updates.

Use our Backup feature to select an alternative item if your original becomes unavailable. The system automatically recalculates order totals to reflect any difference in price. This feature is enabled only at your direction.

Receive your products faster—online orders ship faster than emailed or faxed orders.

Set up a single username and password for your whole staff with our Shared User feature. They can see prices, but they can't place orders without your approval. And you'll never have to add or remove a teacher from a location again.



# Save money.

When you're logged into your School Specialty Select account, you automatically see your discounted or best pricing on every item—everywhere on the site.

All logins show each user your contracted pricing.

The Save Now feature alerts you to any similar items available at a lower price.

You avoid PO-invoice mismatches.

Easily manage budgets with options that let you enter blanket purchase orders and assign them to your online users, specifying an allocated amount the users cannot exceed.

Compare up to 4 similar items quickly to make the best choice based on price, brand, dimension, material, certification, and more.

Get it all at no cost—our services and support are free.



# Integrate with your procurement system.

School Specialty Select integrates seamlessly with your district's procurement software, so you can shop, approve, and submit orders at your contracted discount prices right through your own procurement system—no more searching through multiple paper catalogs.

We work with all these procurement systems—and more.

Our eCommerce Managers will oversee the entire integration process from start to final testing, making it easy and seamless for you. Don't see your accounting system below? Just ask.































































### Get started. It's easy.

Visit Select.SchoolSpecialty.com/select-advantage or contact your School Specialty Sales Representative.

SCHOOL SPECIALTY, LLC - Full Company View

### **Summary**

Order Reference: morgang@dnb.com | Report as of: 03-30-2023 | using Currency as USD

### SCHOOL SPECIALTY, LLC

Tradestyle(s): -

ACTIVE GLOBAL ULTIMATE

Address:

W6316 Design Dr, Greenville, WI, 54942,

**UNITED STATES** 

Phone: D-U-N-S: (920) 734-5712 11-768-5814

In Portfolio:

Failure Score

**Delinquency Score** 

**Employees** 

37

(No change since last month)

83

15 (in the last month)

3 years

1,136

2020 Year Started

Age of Business

### **Company Profile**

D-U-N-S

11-768-5814

Legal Form

Corporation (US)

**History Record** 

Clear

Ownership

Not publicly traded

**Mailing Address** 

**United States** 

Telephone

(920) 734-5712

**Present Control Succeeded** 

2020

**Employees** 

1,136

Age (Year Started)

3 years (2020)

Named Principal

Ryan M Bohr, CEO-PRES

**Line of Business** 

Ret mail-order house

### Risk Assessment

### **Overall Business Risk**

Maximum Credit Recommendation

US\$ 1,500,000

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: AVERAGE-RISK-OF-DISCONTINUED-OPERATIONS-OR-BUSINESS-INACTIVITY
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

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

### **D&B Viability Rating** Portfolio Comparison Score Company's risk level is: MODERATE Probability that a company will go out of business, High Risk (9) Low Risk (1) become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: 5.00 Past 12 Months Failure Score Formerly Financial Stress Score 37 Low Risk (100) High Risk (1) Company's risk level is: MODERATE Probability of failure over the next 12 months: 0.35 % Past 12 Months **Delinquency Score** Formerly Commercial Credit Score 83 High Risk (1) Low Risk (100) Company's risk level is: LOW-MODERATE Probability of delinquency over the next 12 months: 2.24 % Past 24 Months **PAYDEX** ® 66 High Risk (0) Low Risk (100) Days Beyond Terms: 19

### **D&B** Rating

Current Rating as of 03-16-2022

Employee Size Risk Indicator Employee Size

1R: 10 employees and over Average Risk

Previous Rating

Employee Size

1R: 10 employees and over

# EventsOccurrencesLast FiledBankruptcies0-Judgements0-Liens0-Suits0-UCC209-17-2020

Trade Payments	
Highest Past Due	
US\$ 7,500	#11 St.
Highest Now Owing US\$ 70,000	Total Trade Experiences
Largest High Credit US\$ 500,000	Average High Credit US\$ 60,546

### Ownership

**Legal Events** 

This company is a Global Ultimate, Domestic Ultimate, Parent

### **Financial Overview**

This company does not have a Financial Summary.

## Country/Regional Insight

### **United States**



### **Risk Category**

LOW MODERATE HIGH

Low Risk High Risk

Emergency measures after the second-largest bank collapse in the US (SVB) should prevent systemic spillovers, but investor and depositor confidence will wane as the resolution process takes its course.

### **Risk Assessment**

### **D&B Risk Assessment**

**Overall Business Risk** 

Maximum Credit Recommendation LOW LOW-MODERATE MODERATE-HIGH FIGH

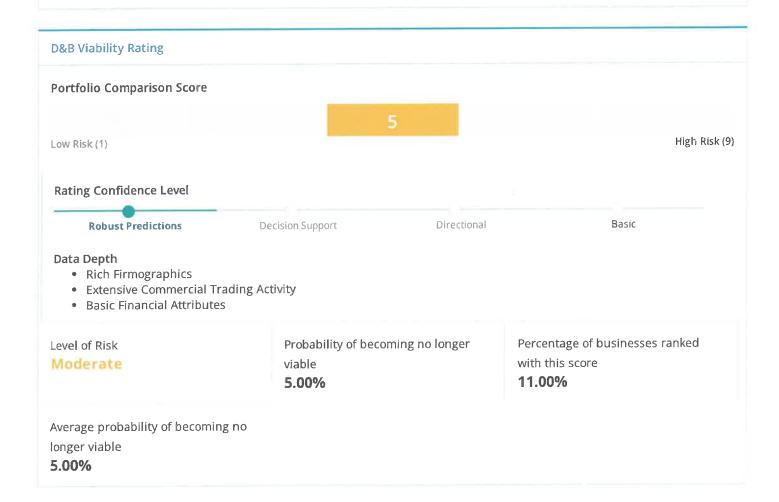
### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: AVERAGE-RISK-OF-DISCONTINUED-OPERATIONS-OR-BUSINESS-INACTIVITY
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

### US\$ 1,500,000

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

High Risk (1)



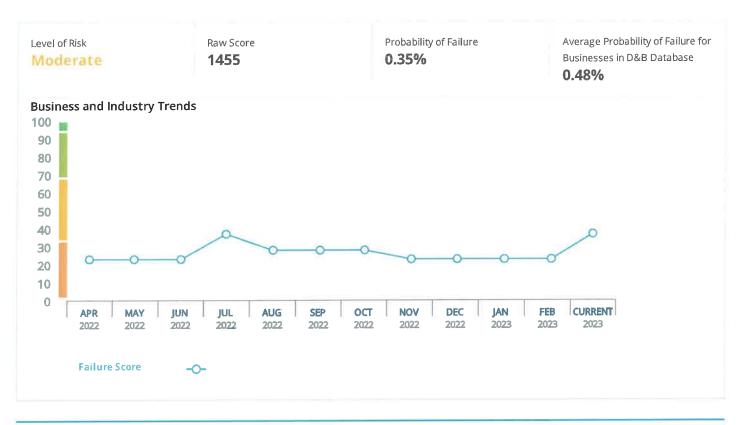
Composite credit appraisal is rated limited

Failure Score Formerly Financial Stress Score

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported

Low Risk (100)

- Unstable Paydex over last 12 months
- · Limited time under present management control







Current Rating as of 03-16-2022

Industry Lower Q...

**Employee Size** 

1R: 10 employees and

over

Risk Indicator

4 : Higher than Average Risk Previous Rating

**Employee Size** 

1R: 10 employees and

### **Trade Payments**

Trade Payments Summary (Based on 24 months of data)

Overall Payment Behavior

19

Days Beyond Terms

% of Trade Within Terms

67%

Highest Past Due

**US\$ 7,500** 

# Highest Now Owing: US\$ 70,000

Total Trade Experiences: 44

Largest High Credit: US\$ 500,000

Average High Credit: US\$ 60,546

### **Total Unfavorable Comments:**

0

Largest High Credit: US\$ 0

### Total Placed in Collections:

Ω

Largest High Credit: US\$ 0

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

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	2	US\$ 800,000	50
50,000 - 99,999	1	US\$ 55,000	50
15,000 - 49,999	3	US\$ 85,000	68
5,000 - 14,999	3	US\$ 22,500	83
1,000 - 4,999	3	US\$ 4,500	78
Less than 1,000	4	US\$ 1,750	14

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

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
<ul> <li>17 - Construction - Special Trade Contractors</li> </ul>	1	5,000					
1752 - Flooring contractor	1	5,000	100	0	0	0	0
<ul><li>25 - Furniture and Fixtures</li></ul>	1	300,000					
2522 - Mfg nonwd office furn	1	300,000	50	50	0	0	0
<ul><li>37 - Transportation Equipment</li></ul>	1	500					
3724 - Mfg plane engine/part	1	500	0	100	0	0	0
<ul> <li>47 - Transportation Services</li> </ul>	2	55,000					
4724 - Travel agency	1	10,000	100	0	0	0	0
4731 - Arrange cargo transpt	1	55,000	50	50	0	0	0
<ul> <li>50 - Wholesale Trade - Durable Goods</li> </ul>	1	250					

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
5063 - Whol electrical equip	1	250	100	0	0	0	0
<ul> <li>51 - Wholesale Trade - Nondurable Goods</li> </ul>	2	30,000					
5131 - Whol piece goods	1	2,500	100	0	0	0	0
5199 - Whol nondurable goods	1	30,000	100	0	0	0	0
<ul> <li>61 - Nondepository Credit Institutions</li> </ul>	1	1,000					
6153 - Short-trm busn credit	1	1,000	100	0	0	0	0
▼ 73 - Business Services	5	500,000					
7361 - Employment agency	1	1,000	0	100	0	0	0
7363 - Help supply service	4	500,000	50	50	0	0	0
<ul> <li>99 - Nonclassifiable Establishments</li> </ul>	2	750					
9999 - Nonclassified	2	750	0	25	37	38	0

### **Trade Lines**

Date of Experience	▼ Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/23	Pays Promptly	-	30,000	0	0	Between 4 and 5 Months
02/23	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
02/23	Pays Prompt to Slow 30+	N10	500,000	40,000	7,500	1
02/23	Pays Prompt to Slow 30+	-	55,000	0	0	1
02/23	Pays Prompt to Slow 30+	N10	35,000	0	0	Between 2 and 3 Months
02/23	Pays Prompt to Slow 30+	N10	20,000	0	0	Between 4 and 5 Months
02/23	Pays Prompt to Slow 30+	N10	7,500	0	0	Between 2 and 3 Months
02/23		Cash account	-	-	-	1
02/23	-	Cash account	50	-	-	1
02/23	Pays Promptly	N30	2,500	0	0	Between 6 and 12 Months
01/23	Pays Prompt to Slow 30+	-	300,000	70,000	0	1

Date of Experience	▼ Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
01/23	Pays Promptly	-	10,000	10,000	0	1
12/22	Pays Slow 15+	-	250	0	0	Between 4 and 5 Months
12/22		Cash account	100	-	-	Between 6 and 12 Months
12/22	Pays Promptly	-	1,000	750	0	1
11/22	-	Cash account	100	-	-	1
11/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
11/22	-	Cash account	50	-	-	1
10/22		Cash account	250	-	-	Between 2 and 3 Months
10/22	-	Cash account	50	-	-	1
09/22	-	Cash account	100	-	-	1
09/22	- = -	-	50	-	= = -	1
08/22	-	Cash account	100	-	-	1
08/22	` _	Cash account	50	-	-	Between 6 and 12 Months
07/22	-	Cash account	50	-	-	1
07/22	-	Cash account	50	-	-	1
05/22	-	Cash account	50	-	-	Between 6 and 12 Months
05/22	-	Cash account	50	-	-	1
05/22	-	Cash account	50	-	-	1
05/22	-	Cash account	50	-	-	1
04/22	-	Cash account	50	<del>-</del>	-	1
04/22	-	Cash account	50	-	-	Between 2 and 3 Months
04/22	-	Cash account	50	-	-	1
01/22	Pays Slow 30+	-	500	500	500	
10/21		-	250	250	250	-
10/21	-	Cash account	50	-	•	Between 6 and 12 Months
08/21	-	-	250	-	-	Between 4 and 5 Months
08/21	-	Cash account	50	-	-	1
06/21	-	Cash account	50	-	-	Between 2 and 3 Months

Date of Experience	<b>▼</b> Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/21	-	Cash account	50	-	-	1
06/21	-	Cash account	50	-	-	Between 6 and 12 Months
05/21	Pays Slow 30+	-	1,000	1,000	1,000	-
04/21	-	Cash account	50	-	-	Between 6 and 12 Months
)2/21	Pays Slow 60-90+	-	750	250	250	Between 4 and 5 Months

# **Legal Events**

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

Judgements	Liens	Suits	UCC Filings
O	O	O	2
Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 09-17-2020

Events	
UCC Filing - Amendment	
Filing Date	09-17-2020
Filing Number	2020 6421707
Received Date	10-09-2020
Original Filing Number	2020 6363164
Secured Party	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Debtors	SCHOOL SPECIALTY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	09-16-2020
Filing Number	2020 6405155
Received Date	10-09-2020
Original Filing Number	2020 6355855
Secured Party	TCW ASSET MANAGEMENT COMPANY LLC, AS AGENT
Debtors	SCHOOL SPECIALTY, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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

### **Special Events**

03-21-2023

MERGER/ACQUISITION: According to published reports, School Specialty, LLC., DUNS 117685814, (Greenville, WI) announced that it has acquired FlagHouse, Inc., DUNS 001489491, (Hasbrouck Heights, NJ).

03-17-2023

SALE OF ASSET: According to published reports, Excolere Equity Partners, DUNS 123071358, (Los Angeles, CA) announced the acquisition of EPS School Specialty, a division of School Specialty, LLC, DUNS 117685814, (Greenville, WI).

12-02-2022

MERGER/ACQUISITION: According to published reports, School Specialty, LLC., DUNS 117685814, (Greenville, WI) announced that it has acquired SchoolKidz, DUNS 879904506, (Lombard, IL). As a result of the acquisition, SchoolKidz is now operating under the School Specialty umbrella.

### **Company Profile**

### **Company Overview**

D-U-N-S

11-768-5814

**Legal Form** 

Corporation (US)

History Record

Clear

Ownership

Not publicly traded

**Mailing Address** 

**United States** 

Telephone

(920) 734-5712

**Present Control Succeeded** 

2020

**Employees** 

1,136

Age (Year Started)

3 years (2020)

Named Principal

Ryan M Bohr, CEO-PRES

Line of Business

Ret mail-order house

### **Business Registration**

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

Registered Name SCHOOL SPECIALTY, LLC

Corporation Type Corporation (US)

Business Commenced On 2020

### **Principals**

### Officers

RYAN M BOHR, CEO-PRES KEVIN L BAEHLER, CFO

Directors

THE OFFICER(S)

### **Company Events**

### The following information was reported on: 01-19-2023

The Delaware Secretary of State's business registrations file showed that School Specialty, LLC was registered as a Limited Liability Company on July 13, 2020, under file registration number 3236111.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 2020.

### RECENT EVENTS:.

On January 18, 2023, sources stated that School Specialty, LLC, Greenville, WI, has acquired Schoolkidz.com, Inc., Lombard, IL, on November 2, 2022. With the acquisition, Schoolkidz.com, Inc. will now operate as a subsidiary of School Specialty, LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On October 7, 2020, Kevin L. Baehler, CFO, stated that SSI Acquisition, LLC, Greenville, WI, a newly formed entity by TCW Asset Management Company, LLC, Cerberus Capital Management, and Lantern Capital Partners, has acquired substantially all the assets of School Specialty, Inc., Greenville, WI, on September 15, 2020. With the acquisition, School Specialty, Inc. has changed its name to SSI Liquidating, Inc. and has remained as a separate legal entity. The acquired assets were integrated into SSI Acquisition, LLC. Subsequently, SSI Acquisition, LLC changed its name to School Specialty, LLC. Ryan M. Bohr will lead the business as President and CEO. Terms of the transaction were not disclosed. Further details are unavailable.

RYAN M BOHR. 2020-present active here.

KEVIN L BAEHLER. 2020-present active here.

AFFILIATES: The following are related through common principals, management and/or ownership: TSchool Specialty, Inc., Greenville, WI. Started '1959'. DUNS #006144026. Operates as whol furniture and professional equip.

### **Business Activities And Employees**

The following information was reported on: 01-19-2023

### **Business Information**

### **Business Information**

**Description** Operates catalog or mail-order houses, specializing in educational supplies (40%).

Wholesales furniture, office or public building furniture and school desks (30%).

Wholesales professional equipment, specializing in school supplies (30%).

All sales cash. Sells to general public. Territory: United States.

**Employees** 1,136. Undetermined employed here.

Financing Status Unsecured

Facilities Occupies 332,000 sq. ft. in a building.

### SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
5961	Ret mail-order house	_
59619908	Educational supplies and equipment, mail order	•
50210000	Furniture	-
50210100	Office and public building furniture	-
50210109	School desks	-
50499906	School supplies	-

NAICS Codes	NAICS Description
459999	All Other Miscellaneous Retailers
423210	Furniture Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423490	Other Professional Equipment and Supplies Merchant Wholesalers

### **Government Activity**

### **Activity Summary**

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

### **Financials**

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

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		<ul> <li>Greenville, WI</li> <li>Mansfield, OH</li> <li>School Specialty has had a Lean \ Six Sigma process improvement initiative in place since 2008. This has focused on Procurement and Delivery. The Procurement Value Stream has focused on the planning and purchase of inventory to meet customer requirements. These efforts have resulted in improved fill rate and order completeness. The Delivery Value Stream has focused on the complete cycle from customer order receipt through shipment and invoicing. These efforts have resulted in improve order cycle time and reduced errors.</li> <li>School Specialty has adopted an improvement culture that gives infinite attention to establishing work flow, eliminating waste and adding value. Our goal is to partner with our vendor community and school districts to make systemic improvements that eliminate waste and sources of waste. In the long term, parents, students and communities will not pay for these inefficiencies.</li> <li>"Value Stream Mapping" is the foundation for the process improvement culture at School Specialty. A value stream is all of the actions required to design, produce and provide a good or service for a customer and has an associated Total Cost of Ownership directly tied to that value stream. The Total Cost of Ownership can be categorized between value added and non-value added work. Non – Value added work is waste and the focus of our improvement culture e.g. reduce complexity and simplify processes. Many of these wastes occur between Vendor/School Specialty/School Districts and require Joint Process Improvement teams to eliminate waste to reduce costs.</li> </ul>
Other factors relevant to this section as submitted by the Respondent	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, LLC can provide many different reports. If you have a specific request, we can work together to create a report.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	OSHA recordables for 2023 was 4.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	www.schoolspecialty.com
	Please provide a brief history of your company, including the year it was established.	SSL is an LLC organized under the laws of the State of Delaware and has been in business since 1959. SSL 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, SSL has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. SSL 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. SSL 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.  SSL 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
Post valationship with Pasien 10 500 and/av	House was also design to the Danier 40 in the	satisfaction.
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	Yes, 2020 – present. Clint Pechacek.
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:  * Executive Support  * Account Manager  * Contract Manager  * Marketing  * Billing, reporting & Accounts Payable	Executive Support – Ryan Bohr – Executive Vice President & COO Email: ryan.bohr@schoolspecialty.com, Ph # 312-925-6977  Account Manager – Greg Harbaugh – VP Business Development Email: greg.harbaugh@schoolspecialty.com, Ph # 856-217-8307  Contract Manager – Sarah Peterson – Director - Bids Email: sarah.peterson@schoolspecialty.com, Ph # 920-882-5963
		Marketing – Lesley Zimmer – Marketing Manager Email: lesley.zimmer@schoolspecialty.com, Ph # 360-305-6676  Billing, reporting & Accounts Payable – Hollie Wagner – Corporate Controller Email: hollie.wagner@schoolspecialty.com, Ph # 920-882-5823

Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?  What is your strategy to increase market share in the public sector?	2021: \$526,627,318 2022: \$639,010,455 2023: \$636,992,980  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.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	Please reference attached School Specialty Litigation Summary.
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume	Jefferson County Public Schools Contact: Donald Schwaniger Phone # 502-485-3697 Email: donald.schwaniger@jefferson.kyschools.us Serviced by providing products and services relate to K-12. Annual Volume: \$8,874,720  Isaac Elementary School District 5 Contact: Dr. Liliana Mesa-Lema Phone # 602-455-6700 Email: Imesa-lema@isaacschools.org Serviced by providing products and services related to K-12. Annual Volume: \$7,757,883  Newark Board of Education Contact: Sherelle Spriggs Ph # 973-733-73333 Email: sspriggs@nps.k12.nj.us Serviced by providing products and services related to K-12. Annual Volume: \$7,145,611  Houston ISD Contact: Wanda Pleasant Ph # 713-556-6547 Email: wpleasan@houstonisd.org Serviced by providing products and services related to K-12. Annual Volume: \$6,060,510  School District of Philadelphia Contact: Throne Cropper Ph # 215-400-5022 Email: tropper@philasd.org

### **School Specialty Litigation Summary**

### **Pending Litigation:**

- 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. This lawsuit is in the discovery stage, and the trial date has been postponed multiple times.
- Ontario, Ltd. v. GestureTek Health, Inc., Flaghouse, Inc., et al, Ontario, Canada. This lawsuit was brought against GestureTek Health, a supplier of Flaghouse and Flaghouse (Flaghouse was subsequently acquired as a subsidiary of School Specialty). The lawsuit claims that the plaintiff was a factor (lender) of GestureTek Health, and that Flaghouse improperly paid the supplier instead of the factor. This lawsuit is currently pending.

### **Concluded Litigation:**

- Virco Mfg. Corporation v. School Specialty, Inc., U.S. District Court for the District of Delaware, Case No. 1:20-cv-906-LPS. On July 2, 2020, Virco Mfg. Corporation ("Virco") filed a lawsuit against School Specialty for patent infringement. The lawsuit primarily alleged that School Specialty is infringing on Virco's U.S. Patent Nos. 7,147,284 and 10,537,180 by manufacturing, selling, offering for sale, using, and/or importing certain products, namely the Classroom Select Inspo Rocker (including the 14 Inch, 16 Inch, 20 Inch, A+ and Chrome Frame models), the Classroom Select Inspo Floor Rocker (including the A+ Shell, A Shell, and C Shell models), and the Classroom Select NeoClass Floor Rocker (including the A+ Shell, A Shall, B Shell, and C Shell models). In March of 2021, Virco amended the complaint to allege trade dress infringement and false designation of origin claims. In November of 2021, Virco further amended the complaint to include a claim for false designation of origin under the Lanham Act and a claim for violation of the Consumer Product Safety Improvement Act (CPSIA). This lawsuit was resolved by way of a confidential settlement agreement.
- Tunnel IP LLC vs. School Specialty, LLC, U.S. District Court for the Northern District of Ohio, Case No. 1:22-cv-00888. This lawsuit, filed on May 27, 2022, alleges that School Specialty is infringing on Tunnel IP's U.S. Patent No 7,916,877 with its Califone branded product, the PA920 Power Pro Portable PA. This lawsuit was resolved by way of a confidential settlement agreement.
- Aaron Nathanial 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 was resolved by way of a confidential settlement agreement.
- Lori Zolman v. School Specialty, Inc., Northern District of Ohio, United States District Court Case # 118CV01926. On August 21<sup>st</sup>, 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 5<sup>th</sup>, 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 30-201600866602-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 alleged 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.

		Completed by many delian and devote and complete data M 42
		Serviced by providing products and services related to K-12.
Company profile and capabilities	Do you plan to sell to customers directly,	Annual Volume: \$3,858,653
Company prome and capabilities	use resellers or subcontractors, or a	School Specialty, LLC sells to customers directly.
	combination of both? If you intend to use	
	resellers and/or subcontractors, describe	
	your process for ensuring that resellers and	
	subcontractors comply with the pricing and	
	terms of the contract.	
Exhibited understanding of cooperative	No answer is required. Region 10 will utilize y	your overall response to this questionnaire to make this determination. Previous experience
purchasing	with cooperatives is not necessary to score w	
Other factors relevant to this section as submitted	If your company is a privately held	School Specialty, LLC is not owned or operated by anyone convicted of a felony.
by the Respondent	organization, please indicate if the	
	company is owned or operated by anyone	
	who has been convicted of a felony. If yes,	
	a detailed explanation of the names and	
	conviction is required.	
	Provide a copy of all current licenses, registra	ations and certifications issued by federal, state and local agencies, and any other licenses,
		governmental entity with jurisdiction, allowing Respondent to perform the covered services.
	These will be provided in the space provided	in Form 3. No answer is required here.
MWBE Status and/or Program Capabilitie	es (10 Points)	
MWBE status, subcontractor plan, and/or joint	Please indicate whether you hold any	School Specialty, LLC does not hold any diversity certifications.
venture program	diversity certifications, including, but not	
	limited to MWBE, SBE, DBE, DVBE, HUB, or	
	HUBZone	
	Do you currently have a diversity program	No.
	in place, such as a Mentor Protégé	
	Program or subcontractor program? If you	
	have a diversity program, please describe it	
	and indicate whether you plan to offer your	
	program or partnership through Equalis	
	Group?	
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE	Did your company contact MWBEs or	No.
subcontractors in response	minority chambers of commerce by	
	telephone, written correspondence, or	
	trade associations at least one week before	
THE REPORT OF THE PARTY OF THE	the due date of this RFP to provide	
	information relevant to this opportunity	
	and to determine whether any MWBEs	
	were interested in subcontracting and/or	
	joint ventures?	
	jonic ventures;	

Demonstrated ongoing MWBE program	Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.	SSL acknowledges and fully embraces the MWBE participation request and requirements. We are committed to working with MWBE certified vendors as we are awarded new contracts for goods and services.  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 attend and participate in most national and regional conferences of WBENC and NMSDC organizations annually.  SSL'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. We utilize the client's Master Service Agreement to add third party provided services with a defined Scope of work with the named third party. The pricing to our client is not affected as our internal profitability is a shared model with the third party.
<b>Commitment to Service Equalis Group M</b>	embers (10 Points)	
Marketing plan, capability, and commitment	Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.  Detail how your organization will train your sales force and customer service	Please see attached Marketing Plan.  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
	representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	following: Webinars In-person sessions Podcasts
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	School Specialty, LLC acknowledges this request.
Ability to manage a cooperative contract	Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.	School Specialty, LLC can provide many different reports. If you have a specific request, we can work together to create a report.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	AEPA, Omnia and Buyboard.
Commitment to supporting agencies to utilize the contract	If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would	New customers converted to Equalis Group are added to an Equalis Group customer email journey with progressive emails outlining the features and benefits of the contract and what SSL has to offer. On-going dynamic email content on ALL School Specialty emails to existing Equalis Group customers.

### Equalis Group - School Specialty Marketing

School Specialty Contract/Marketing personnel will work with Equalis Group on comprehensive marketing and sales strategies and plans as the two parties agree. School Specialty Marketing personnel will also provide:

- Co-branded marketing collateral
- An updated Equalis Group specific landing page on the School Specialty ordering platform
- Review and possible participation in trade shows deemed advantageous for both parties.
- Social media and blog posts including an announcement of the contract and the feature and benefits
  of the program.
- Direct and email marketing campaigns

In partnership with Equalis Group, School Specialty will seek to inform members of the wide range of products available to them through SSL and the benefits of purchasing through the Equalis Group contract. School Specialty Marketing personnel will work with 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 Equalis Group to:

- Establish benchmarks and outline objectives for marketing performance.
- Establish a detailed and aggressive marketing plan around a comprehensive sales strategy.
- Quarterly Review and refinement of marketing initiatives to better serve the needs of both entities.
- Analytical review after each marketing campaign.

### 90-Day Launch Plan:

- Agreement announcement released via School Specialty and Equalis Group.
- Training sessions regarding the new contract features and benefits scheduled, including:
  - a. Inside Sales
  - b. Field Sellers
  - c. Customer Care
- New customers converted to Equalis Group are added to an Equalis Group customer email journey with progressive emails outlining the features and benefits of the contract and what SSL has to offer.
- On-going dynamic email content on ALL School Specialty emails to existing Equalis Group customers.
- Strategic target planning between SSL Contracts team, SSL field sellers and Equalis Group.

### Training:

- 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

	work for both new customers to your	
	organization, as well as existing.	
Other factors relevant to this section as submitted	Provide the number of sales	School Specialty, LLC has a sales force of around 430 people throughout the United States.
by the Respondent	representatives which will work on this	
	contract and where the sales	
	representatives are located.	

### PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

N/A

### PROPOSAL FORM 4: CLEAN AIR 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, LLC	
Title of Authorize	d Representative: SVP-Merchandising & Category Management	
Mailing Address:	PO Box 1579 Appleton, WI 54912	
Signature:	Detven	

### **PROPOSAL FORM 5: 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, LLC	
Title of Authorize	ed Representative: SVP-Merchandising & Category Management	
Mailing Address:	PO Box 1579 Appleton, WI 54912	
Signature:	DeHorps	

### PROPOSAL FORM 6: 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

4/22/2024

Date

### PROPOSAL FORM 7: 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.

dalae		
XX HOGZ	4/22/2024	
Signature of Respondent	Date	

# PROPOSAL FORM 8: 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, LLC	
ADDRESS W6316 Design Drive	RESPONDANT
Greenville, WI 54942	Signature
PHONE 888-388-3224	Sarah Peterson Printed Name
FAX 800-675-1775	Director - Bids & Contracts Position with Company
	AUTHORIZING OFFICIAL Signature
	Allen Hoeppner Printed Name
	SVP-Merchandising & Category Management Position with Company

### PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

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

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

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

### Filing Process:

Staring on January 1, 2016, the commission 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. <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm

## CERTIFICATE OF INTERESTED PARTIES

FORM **1295** 

			1 of 1
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
Name of business entity filing form, and the city, state and country of the business entity's place of business. School Specialty, LLC Greenville, WI United States		Certificate Number: 2024-1148792 Date Filed:	
2 Name of governmental entity or state agency that is a party to the being filed. Education Service Center, Region 10	e contract for which the form is	04/18/2024  Date Acknowledged:	
Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide R10-1164 Educational School Supplies and Related Services	ity or state agency to track or identify ded under the contract.	the contract, and pro	vide a
4 Name of Interested Party	City, State, Country (place of busin	ess) (check a	f interest pplicable) Intermediary
Bohr, Ryan	Greenville, WI United States	Controlling	mermediary
Gertzof, Mark	Greenville, WI United States	х	
Carroll, Ryan	Greenville, WI United States	X	
Caruso, Rich	Greenville, WI United States	Х	
Berger, Alex	Greenville, WI United States	Х	
Duncan, Houston	Greenville, WI United States	X	
Mitchell, Andy	Greenville, WI United States	X	
5 Check only if there is NO Interested Party.			
6 UNSWORN DECLARATION			
My name isAllen Hoeppner	, and my date of	birth is <u>9/25/1963</u>	
My address is W6316 Design Drive (street)	, Greenville , W (st	te), <u>54942</u> (zip code)	, US (country)
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in Outagamie County	y, State of <u>Wisconsin</u> , on the	22_day of April (month)	, 20 <u>24</u> (year)
	Signature of authorized agent of cont	tracting husiness entity	
	Signature of authorized agent of conti (Declarant)	nacing business entity	

### PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

### **BOYCOTT CERTIFICATION**

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

Does vendor agree?	(Initials of Authorized Repr	resentative)		
	y that it does not have a pra			
a firearm entity or firea	rm trade association; and w	vill not discriminate d	uring the term of the contr	ract against a
firearm entity or firearn	n trade association. Respon	dent must aslo certif	y that it does not boycott e	energy
companies; and will not	t boycott energy companies	during the term of tl	he contract.	
	APU			
Does vendor agree?	110 11			

(Initials of Authorized Representative)

### 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.

Does vendor agree? \_\_\_\_\_\_(Initials of Authorized Representative)

### PROPOSAL FORM 11: 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"
X	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, LLC	W6316 Design Drive		Compan
y Name	Address		
Greenville	WI	54942	City
1)	State	Zip	

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

#### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

#### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation, participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree?

(Initials of Authorized Representative)

#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree?(Initials of Authorized Representative)
5. Contract Work Hours and Safety Standards Act:
Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.  Does vendor agree?
(Initials of Authorized Representative)
6. Right to Inventions Made Under a Contract or Agreement:
If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
Vendor agrees to comply with the above requirements when applicable.  Does vendor agree?
7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended —Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
Does vendor agree?

### (Initials of Authorized Representative)

## 8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _	OS#
	(Initials of Authorized Representative)

## 9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree?	HOH
	(Initials of Authorized Representative)

## 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

	ocurement program for procu	rement of recovered materials identified in the
EPA guidelines.	Ac/I	
Does vendor agree?	DH	5.
(Initials o	f Authorized Representative)	
11. Profit as a Separate Element	of Price:	
profit as a separate element of th Vendor agrees to provide informa element of the price for a particu	ne price. See, 2 CFR 200.323(b). ation and negotiate with the pa lar purchase. However, Vendon pating agency shall not exceed	cipating agency may be required to negotiate When required by a participating agency, articipating agency regarding profit as a separate agrees that the total price, including profit, the awarded pricing, including any applicable
Does vendor agree?	100 H	-
	f Authorized Representative)	
12. Domestic Preference		
(including but not limited to iron, specific purchase orders under th Region 10 ESC or any Equalis men	aluminum, steel, cement, and e contract award which were p	e number of goods, products, and/or materials other manufactured products) being used for produced in the United States upon request to ontract with federal funds.
Does vendor agree?		ē.
(Initials o	f Authorized Representative)	
13. Prohibition on Certain Teleco	mmunications and Video Surv	eillance Services or Equipment
to procure or obtain, extend or re renew a contract) to procure or o equipment or services as a substa any system from companies descr surveillance equipment or service consultation with the Director of	enew a contract to procure or or btain equipment, services, or so intial or essential component of ribed in Public Law 115-232, se es produced or provided by an of the National Intelligence or the ty owned or controlled by, or o	from obligating or expending loan or grant funds btain, or enter into a contract (or extend or ystems that uses covered telecommunications f any system, or as critical technology as part of ction 889. Telecommunications or video entity that the Secretary of Defense, in Director of the Federal Bureau of Investigation, therwise connected to, the government of a
Does velidor agree:		<b>*</b> 0

## 14. General Compliance and Cooperation with Participating Agencies:

(Initials of Authorized Representative)

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?
(Initials of Authorized Representative)
15. Applicability to Subcontractors
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
Does vendor agree?
(Initials of Authorized Representative)
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.
School Specialty, LLC
Company Name  AB Hogyana
Signature of Authorized Company Official
Allen Hoeppner
Printed Name
SVP-Merchandising & Category Management
Title
4/22/2024
Date

## **PROPOSAL FORM 13: FEMA REQUIREMENTS**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? JOH (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? (Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? (Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? (Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? (Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? (Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? DOH
(Initials of Authorized Representative)

## PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor 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 present, or reasonably expected to be present. Contractor 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 Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Sand & Weterson	7/11/2024
Signature of Respondent	Date

## PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name:	School Specialty, LLC	
Street:	W6316 Design Drive	
City, State, Zip Code:	Greenville, WI 54942	
Complete as appropriate:		
l	, certify that I am the	
	, that there are no partner	rs and the business is not incorporated,
and the provisions of N.J.S.	52:25-24.2 do not apply.	
OR:		
	, a partner in	
	a list of all individual partners who own a 10	
certify that if one (1) or mo	re of the partners is itself a corporation or po	artnership, there is also set forth the
names and addresses of the	e stockholders holding 10% or more of that a	corporation's stock or the individual
	eater interest in that partnership.	
OR:		
Allen Hoeppner	, an authorized repres	sentative of
School Specialty, LLC	, a corporation, do hereby certify	that the following is a list of the names
and addresses of all stockh	, a corporation, do hereby certify a limited liability company olders in the limited liability company imited liability company re of such stockholders is itself a corporation	nore of its stock of any class. I further
forth the names and addre	sses of the stockholders holding 10% or more	e of the corporation's stock or the
	a 10% or greater interest in that partnership	
(Note: If there are no part	ners or stockholders owning 10% or more i	nterest, indicate none.)
Name	Address	Interest
Please see attached.		
I further certify that the sta	atements and information contained herein,	are complete and correct to the best of
my knowledge and belief.		
Au		
OSHORE	SVP-Merchandising & Category Management	4/22/2024
Authorized Signature and	Title	Date



# School Specialty, LLC Common Equity Ownership

TWC Direct Lending LLC 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	26.9%
TWC Direct Lending Strategic Ventures LLC 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	17.0%
West Virginia Direct Lending LLC 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	2.6%
TCW Brazos Fund 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	5.8%
TCW Skyline Lending LP 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	2.5%
Cerberus AUS Levered Holdings LP 517 Brandon Way, Austin, TX 78733	0.3%
Cerberus AUS Levered Holdings III LLC 1209 Orange St., Wilmington, New Castle, DE 19801	0.5%
Cerberus Offshore Levered III Holdings II LP 1209 Orange St., Wilmington, New Castle, DE 19801	6.9%
Cerberus Redwood Levered Loan Opportunities Fund A, L.P. 28 Liberty St., New York, NY 10005	0.6%
Cerberus ICQ Offshore Loan Opportunities Master Fund L.P. 875 Third Avenue, 11th Floor, New York, NY 10022	0.9%
Cerberus SWC Levered Holdings II LP 517 Brandon Way, Austin, TX 78733	1.8%
Cerberus Redwood Levered Loan Opportunities Fund B, L.P. 28 Liberty St., New York, NY 10005	0.9%
LCP SSI, LLC 3949 Maple Ave Suite 400 Dallas TX 75219	33.3%

Campany Names School Specialty LL		
Company Name: School Specialty, LLC Street: W6316 Design Drive		
City, State, Zip Code: Greenville, WI 5	54942	
	77072	
State of New Jersey		
state of wew sersey		
County of Outagamie		
I, Allen Hoeppner	of the Greenville	
Name	City	
in the County of Outagamie	, State ofWisconsin	of full
age, being duly sworn according to	law on my oath depose and say that:	
I am the SVP-Merchandising & Category N	Management of the firm of School Specialty, LLC	
Title	Company Name	
	sal for the goods, services or public work specified under the Ha	
or otherwise taken any action in re- that all statements contained in sa- knowledge that the Harrison Towns said bid proposal and in the statem services or public work.	irectly or indirectly entered into any agreement, participated in straint of free, competitive bidding in connection with the above id bid proposal and in this affidavit are true and correct, and muship Board of Education relies upon the truth of the statements ments contained in this affidavit in awarding the contract for the seelling agency has been employed or retained to solicit or secu	e proposal, and ade with full contained in e said goods,
	derstanding for a commission, percentage, brokerage or contin	
	a fide established commercial or selling agencies maintained b	
except bond fide employees of bon	and the second s	,
School Specialty, LLC	SVP-Merchandising	g & Category Management
Company Name	Authorized Signature & Title	
Subscribed and sworn before me		
this 22 day of April	_, 20 <u>24</u>	
angele Lun		
Notary Public of Wisconsin		
My commission expires 1,21, ,2	0 <u>28</u>	
ANGELA L IVERSON NOTARY PUBLIC STATE OF WISCONSIN		

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PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
Company Name: School Specialty, LLC  Street: W6316 Design Drive
City, State, Zip Code: Greenville, WI 54942
Bid Proposal Certification:
Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted
even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until
all Affirmative Action requirements are met.
Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:
1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u>
OR
2. A photo copy of their <u>Certificate of Employee Information Report</u>
OR
3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>
Public Work - Over \$50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A upon receipt from the Harrison Township Board of Education
B. Approved Federal or New Jersey Plan – certificate enclosed
I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.
SVP-Merchandising & Category Management  Authorized Signature and Title  SVP-Merchandising & Category Management  Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Oct-2023 to 15-Oct-2026

SCHOOL SPECIALTY, LLC

**W6316 DESIGN DR** 

GREENVILLE

WI 54943

Slap M. Musin

ELIZABETH MAHER MUOIO

State Treasurer

# PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.ni.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html">https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html</a> They will be updated from time-to-time as necessary.
  - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.
  - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

- 1. any State, county, or municipal committee of a political party
- 2. any legislative leadership committee\*
- 3. any continuing political committee (a.k.a., political action committee)
- 4. any candidate committee of a candidate for, or holder of, an elective office:
- 1. of the public entity awarding the contract
- of that county in which that public entity is located
- 3. of another public entity within that county
- 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- 5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- 6. all principals, partners, officers, or directors of the business entity or their spouses
- 7. any subsidiaries directly or indirectly controlled by the business entity
- 8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

## NOTE: This section does not apply to Board of Education contracts.

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

A. 19:44A-20.26 ar Allen Hoeppner Printed Name S.A. 19:44A-20.26	i this disclosure must in e 12 months prior to sul e local unit.	e Instructions  thandising & Categ  Title  clude all repor	accompanying gory Management rtable political
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S.A. 19:44A-20.26 on cycle) over the m provided by the	i this disclosure must in e 12 months prior to sul e local unit.	clude all repor	
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Recipient Nan	ne	Date	Dollar Amount
			\$
		1	
	Recipient Nan	Recipient Name	Recipient Name  Date

C. 271 POLITICAL CONTRIBUTION	I DISCLOSURE FORM		
Required Pursuant To <u>N.J.S.A.</u> 19	:44A-20.26		
Page of			
/endor Name:			
Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**Continuation Page** 

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

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

# PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  OR  I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.  Check the box that represents the type of business organization:				
☐ Partnership	☐ Sole Proprietorship	Limited Liability		
	Limited Partnership	Partnership		
Corporation	x Limited Liability	Subchapter S		
	Corporation	Corporation		
Sign and notarize the form below, and, if r	necessary, complete the stockhol	lder list below.		
Name: Please see attached.	Name:			
Home Address:	Home Address:			
Name:	Name:			
Home Address:	Home Address:			
Name:	Name:			
wante.	71317737			
Home Address:	Home Address:			
Subscribed and sworn before me this 22.	day of (Affiant)			
(Notary Public) Congela UV		Merchandising & Category Management		
	(Print name & title	of affiant)		
My Commission expires: () > \ ) > \	(Corporate Seal)			

Page **41** of **46** 

ANGELA L IVERSON NOTARY PUBLIC STATE OF WISCONSIN



# School Specialty, LLC Common Equity Ownership

TWC Direct Lending LLC 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	26.9%
TWC Direct Lending Strategic Ventures LLC 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	17.0%
West Virginia Direct Lending LLC 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	2.6%
TCW Brazos Fund 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	5.8%
TCW Skyllne Lending LP 865 South Figueroa Street, Suite 1800, Los Angeles, CA 90017	2.5%
Cerberus AUS Levered Holdings LP 517 Brandon Way, Austin, TX 78733	0.3%
Cerberus AUS Levered Holdings III LLC 1209 Orange St., Wilmington, New Castle, DE 19801	0.5%
Cerberus Offshore Levered III Holdings II LP 1209 Orange St., Wilmington, New Castle, DE 19801	6.9%
Cerberus Redwood Levered Loan Opportunities Fund A, L.P. 28 Liberty St., New York, NY 10005	0.6%
Cerberus ICQ Offshore Loan Opportunities Master Fund L.P. 875 Third Avenue, 11th Floor, New York, NY 10022	0.9%
Cerberus SWC Levered Holdings II LP 517 Brandon Way, Austin, TX 78733	1.8%
Cerberus Redwood Levered Loan Opportunities Fund B, L.P. 28 Liberty St., New York, NY 10005	0.9%
LCP SSI, LLC 3949 Maple Ave Suite 400 Dallas TX 75219	33.3%

## PROPOSAL FORM 20: GENERAL TERMS AND 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			
(No	te: If none are listed below, it is understood that no exceptions/deviations are taken.)		
х	We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviation		
_	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.)

#### 7.1 Delivery

Please allow 3-5 business days for available items shipping pacel (FedEx) from one of our distribution centers. Items and orders shipping via 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 ship date.

#### 7.5 Additional Charges

Prefix 5 Items: \$11.95 Minimum or 20% charge based on NET subtotal Prefix 9 Items: \$11.95 minimum or free over \$69 based on NET subtotal

Prefix 6 Items: Free Freight

\*\*Live specimens (prefix L) and hazardous materials (prefix H), and non-discountable items (prefix N) may incur additional charges. Please refer to www.schoolspecialty.com for more information.

AK/HI Terms and Conditions (subject to change):
Parcel Orders Prefix 9 items with \$20 minimum and \$1.50 per lb. charge based on NET subtotal
Parcel Orders Prefix 5 items \$15 minimum or 20% of the NET subtotal

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

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

<sup>\*\*</sup>Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.

<sup>\*\*</sup>Freight rates are subject to change.

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

# Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

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

# PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. (Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)			
We declare the following information the Public Information Act.	on to be a trade secret or proprietary and exempt from disclosure under		
(Note: Respondent must specify page-by-page an	nd line-by-line the parts of the response, which it believes, are exempt. In addition,		
	applicable and provide detailed reasons to substantiate the exception(s).		
4/22/2024	SVP-Merchandising & Category Management		
Date	Authorized Signature & Title		

### PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

### VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	
Addison	School Specialty, LLC
Address	W6316 Design Drive
City/State/Zip	Troute Bedign Bille
	Greenville, WI 54942
Telephone No.	800 300 3004
Fax No.	888-388-3224
	800-675-1775
Email address	
Printed name	<u>bidnotices@schoolsoecialty.com</u>
	Allen Hoeppner
Position with company	
Authorized signature	SVP-Merchandising & Category Management
Authorized signature	10Hon
	20.0007
Term of contract July 1, 20	024 to <u>June 30, 2027</u>
Unless otherwise stated, all cont	racts are for a period of three (3) years with an option to renew annually for an
	I to by Region 10 ESC. Vendor shall honor all administrative fees for any sales
made based on the contract whe	ther renewed or not.
Jana Melsheimer (Jun 19, 2024 15:34 CDT)	Jun 19, 2024
Region 10 ESC Authorized Agent	Date
Dr. Jana Melsheimer	
Print Name	
Equalis Group Contract Number	R10-11 <b>64</b> D

## School Specialty, LLC Value Add Offering

- School Specialty will extend the same terms and conditions of this contract to Region 10 ESC customers who have logged into their respective <u>schoolspecialty.com</u> account for all 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 can help provide resources across all instructional areas and learning environments. We provide assistance of our instructional experts in helping to identify the resources to address funding needs. Please see attached funding brochure for more information on grant writing and funding opportunities.
- Our products for kitting are currently all covered under the agreement, our kitting cost can vary based on the size and scope of the project. Costs can vary from zero to \$20,000.
- As part of our Innovate 360 district furniture standardization service, we will, on a case-by-case basis, provide a district or school wide furniture inventory service which includes evaluation and grading of existing furniture. Detailed inventory reports by furniture type and condition are provided along with replacement options and estimated costs. This service allows districts to determine furniture replacement budgets and timelines. This service is negotiated based on current market labor rates, needs, and is typically non prevailing wage. The user agency and School Specialty shall agree to the terms and final cost.
- School Specialty offers a no charge, free design services. Our team of Interior Design Professionals
  brings you thought leadership in every aspect of the development and design of your learning
  environment areas. Design Tools allow us to present to you the following:
  - AutoCad /CET drawing that generates layouts, specifications and renderings.
  - Full set of specifications that will have finishes, options and all accessories associated with each furniture type.
  - We generate drawings throughout the process for different types of presentations and process adherence based on the phases of the project.
  - Presentation -2d and 3d drawings
  - Specifications with electronic capability to import into our Order Management System
  - Renderings
  - Fly throughs and VRs if needed.
  - o Product and finish call outs
  - Spec check packets
  - Installation drawings
  - As built drawings, if needed.
- When selecting products from Tier 2 Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier 1 Partner there is usually a cost increase based on discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner.
- We are offering our safety and security products in our Learning Environments catalog at the contractual discounts. Also covered under this contract are our Kits for Kidz, Flaghouse and Snoezelen products. They are available on our website and catalogs.



April 22, 2024

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

Account # 2726654

Bid Number: R10-1164 Educational School Supplies and Related Services

**School Specialty, LLC** appreciates the opportunity to respond to **R10-1164 Educational School Supplies and Related Services**. We offer a wide assortment of items and have attached a list of our brands that are included in our offer. 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**.

All discounts apply to the current year catalogs which are located on the School Specialty website at: <a href="http://catalogs.schoolspecialty.com">http://catalogs.schoolspecialty.com</a> 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" or "LN" prefix in the item number. Also excluded is any catalog or item(s) that bears notation "no other discounts apply" or customized products.

### Contract Period:

Valid from July 1, 2024 through June 30, 2027. Pricing for <u>contract period effective upon</u> <u>notification of award</u> referencing our Bid # Q-451074 to <u>bidwestnotices@schoolspecialty.com</u>.

Please see the attached documents for details regarding our catalog discount and freight term offer. If there are questions, please reference our contact information sheet for a list of contract personnel.

Sincerely,

Angie Tverson

Angie Iverson Senior Contract Coordinator



# School Specialty, LLC Catalog Discount Pricing Offer for Bid Number: R10-1164 Educational School Supplies and Related Services

**School Specialty, LLC** is pleased to offer the following catalog discount by product category and freight terms. The percentage listed is a discount off the current catalog list price (list prices are subject to change). Please visit our website at <a href="https://www.schoolspecialty.com">www.schoolspecialty.com</a> and log on to view your contracted pricing.

Discount off List	Product Category			
35%	FOSS/DELTA			
35%	IS/MATH			
35%	SCIENCE CATEGORY			
35%	ADHESIVES			
35%	ART SUPPLIES			
35%	BUSINESS MACHINES			
35%	CAREER TECHNICAL EDUCATION			
35%	CLASSROOM RESOURCES			
35%	DAILY LIVING AIDS			
35%	DOCUMENT STORAGE			
35%	EARLY LEARNING			
35%	ELECTORNIC ACCESSORIES			
35%	JANITORIAL/BREAKROOM SUPPLIES			
35%	OFFICE/CLASSROOM SUPPLIES			
35%	PAPER			
35%	PHYSICAL EDUCATION			
35%	SAFETY-SUPPLIES			
35%	SCIENCE EDUCATION			
35%	SPECIAL NEEDS			
35%	WRITING			
14%	A/V TECHNOLOGY			
14%	BUSINESS EQUIPMENT_AV			
14%	ART EQUIPMENT			
14%	BIH MFG ITEM			
14%	CAFETERIA			
14%	CTE			
14%	EARLY LEARNING ENVIRONMENTS			
14%	FACILITIES AND GROUNDS			
14%	MEDIA CENTER			
14%	MUTLI-SENSORY ENVIRONMENTS			
14%	OFFICE FURNITURE			
14%	PRESENTATION			



14%	SAFETY-FURNITURE			
14%	SCIENCE FURNITURE			
14%	STORAGE			
14%	STUDENT WORKSTATIONS			

48 States Standard Freight Terms (subject to change):

Ship to Location	Item Prefix	Shipping Charge
48 States-Parcel Orders	5	\$11.95 Minimum or 20% charge based on NET subtotal
48 States-Parcel Orders	9	\$11.95 minimum or free over \$69 based on NET subtotal
48 States-Non-Parcel Orders	6	Free Freight

## AK/HI Standard Freight Terms (subject to change):

Parcel Orders Prefix 9 items with \$20 minimum and \$1.50 per lb. charge based on NET subtotal Parcel Orders Prefix 5 items \$15 minimum or 20% of the NET subtotal

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

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

<sup>\*\*</sup>Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.

<sup>\*\*</sup>Freight rates are subject to change.

<sup>\*\*</sup>Live specimens (prefix L) and hazardous materials (prefix H), and non-discountable items (prefix N) may incur additional charges. Please refer to <a href="https://www.schoolspecialty.com">www.schoolspecialty.com</a> for more information.



### **Contact Information**

Questions regarding this offer: Angle Iverson

W6316 Design Drive Greenville, WI 54942 Phone (800) 554-7632 Fax (800) 675-1775

Email: bidwestnotices@schoolspecialty.com

Territory Sales Manager Greg Harbaugh

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

Email: greg.harbaugh@schoolspecialty.com

Customer Care:
 Attn: C

\*Questions regarding order status, shipment status, damages,

shortages\*

Attn: Customer Care Department

W6316 Design Drive Greenville, WI 54942 Phone (888) 388-3224 Fax (888) 388-6344

Email: http://customercare.schoolspecialty.com/track-your-

<u>order</u>

Order Processing: Attn: Order Department

\*To place your order\* PO BOX 1579

Appleton, WI 54912-1579 Phone (888) 388-3224 Fax (888) 388-6344

orders@schoolspecialty.com

Payment Remit To: School Specialty, LLC

PO Box 825640

Philadelphia, PA 19182-5640



April 22, 2024

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

Account # 2726654

Bid Number: R10-1164 Educational School Supplies and Related Services

**School Specialty, LLC** appreciates the opportunity to respond to **R10-1164 Educational School Supplies and Related Services**. We offer a wide assortment of items and have attached a list of our brands that are included in our offer. 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**.

All discounts apply to the current year catalogs which are located on the School Specialty website at: <a href="http://catalogs.schoolspecialty.com">http://catalogs.schoolspecialty.com</a> 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" or "LN" prefix in the item number. Also excluded is any catalog or item(s) that bears notation "no other discounts apply" or customized products.

## Contract Period:

Valid from July 1, 2024 through June 30, 2027. Pricing for <u>contract period effective upon</u> notification of <u>award</u> referencing our Bid # Q-460118 to <u>bidwestnotices@schoolspecialty.com</u>.

Please see the attached documents for details regarding our catalog discount and freight term offer. If there are questions, please reference our contact information sheet for a list of contract personnel.

Sincerely,

Angie Iverson

Angie Iverson Senior Contract Coordinator



# School Specialty, LLC Catalog Discount Pricing Offer for Bid Number: R10-1164 Educational School Supplies and Related Services

**School Specialty**, **LLC** is pleased to offer the following catalog discount by product category and freight terms. The percentage listed is a discount off the current catalog list price (list prices are subject to change). Please visit our website at <a href="https://www.schoolspecialty.com">www.schoolspecialty.com</a> and log on to view your contracted pricing.

Discount off List	Product Category		
32%	FOSS/DELTA		
32%	IS/MATH		
32%	SCIENCE CATEGORY		
32%	ADHESIVES		
32%	ART SUPPLIES		
32%	BUSINESS MACHINES		
32%	CAREER TECHNICAL EDUCATION		
32%	CLASSROOM RESOURCES		
32%	DAILY LIVING AIDS		
32%	DOCUMENT STORAGE		
32%	EARLY LEARNING		
32%	ELECTORNIC ACCESSORIES		
32%	JANITORIAL/BREAKROOM SUPPLIES		
32%	OFFICE/CLASSROOM SUPPLIES		
32%	PAPER		
32%	PHYSICAL EDUCATION		
32%	SAFETY-SUPPLIES		
32%	SCIENCE EDUCATION		
32%	SPECIAL NEEDS		
32%	WRITING		
14%	A/V TECHNOLOGY		
14%	BUSINESS EQUIPMENT_AV		
14%	ART EQUIPMENT		
14%	BIH MFG ITEM		
14%	CAFETERIA		
14%	CTE		
14%	EARLY LEARNING ENVIRONMENTS		
14%	FACILITIES AND GROUNDS		
14%	MEDIA CENTER		
14%	MUTLI-SENSORY ENVIRONMENTS		
14%	OFFICE FURNITURE		
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