| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 26-0423 |
| Introduction Date | 6/24/2026 |
| Enactment Number | |
| Enactment Date | |

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Superintendent
Tara Gard, Deputy Superintendent of Business & Operations
Kimberly E. Raney, Executive Director Transportation
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics

**Meeting Date** June 24, 2026

**Subject** District – Piggyback - School Specialty, LLC for Educational Supplies, Instructional Solutions and Related Products – Talent/Human Resources Department

---

**Ask of the Board** Approval of Resolution No. 2526-0081 Declaring It Is In The Best Interest Of The District To Piggyback On and Enter Into A Contract With School Specialty, LLC Properly Entered Into Through OMNIA Partners, Public Sector in the amount not to exceed $800,000 each fiscal year through December 31, 2026.

**Background** Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

Region 4 Education Service Center (ESC)-TX issued Bid #R230305 for Educational School Supplies, instructional Solutions, and Related Products. School Specialty, LLC submitted a bid and was one of several vendors awarded for the contract.

The bid became eligible as a piggyback contract and the District was alerted to the opportunity through OMNIA Partners' cooperative purchasing program. OMNIA Partners leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country. The District's interest in finding lower price and efficient options is core to procurement and purchasing practices. The District also reviewed it's current spending with School Specialty, which is summarized as follows:

| FISCAL YEAR | CATEGORY AMOUNT | TOTAL |
|---|---|---|
| 2023-2024 | **Supplies (Non-Furniture):** $416,161 | $967,817 |
| | **Furniture:** $551,656 | |
| 2024-2025 | **Supplies (Non-Furniture):** $409,180 | $914,313 |
| | **Furniture:** $505,133 | |

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the School Specialty Contract is in the best interest of the District. The Resolution then accepts the offer of contract with School Specialty pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of $800,000 through December 31, 2026, and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from a discount of 35% off list price for Supplies.

**Fiscal Impact**

The total value of this master piggyback agreement shall **not exceed $800,000 per fiscal year**, based on prior year (2025–2026) utilization data and anticipated District needs.

These agreements are established through the District's **hybrid procurement model**, under which the Transportation & Procurement Department competitively evaluates cooperative purchasing opportunities, manages the piggyback agreements, and negotiates pricing and contractual terms on behalf of the District.

Projected usage may include purchases supporting:

- Early Childhood Education (ECE) programs;
- Elementary schools;
- Middle schools;
- High schools;
- Young Adult Programs; and
- Central Office departments.
-

**Resource Code:** Multiple funding resources across the District.

These agreements are **not funded through a single centralized resource**. Rather, individual school sites and District departments determine their operational needs and utilize their own budgeted funding sources to make purchases under the master agreements.

The establishment of these agreements does not obligate the District to expend the full not-to-exceed amount. Actual expenditures will vary based on school site and departmental needs, available budget resources, program priorities, and operational demand throughout the contract term.

The use of master piggyback agreements allows the District to leverage competitively established pricing, reduce administrative burden, improve procurement efficiency, and provide schools and departments with timely access to essential goods and services while maintaining compliance with applicable public procurement requirements.

**Attachment**

- Resolution No. 2526-0081 Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With School Specialty, LLC Properly Entered Into With Region 4 Education Service Center-TX.
- Piggyback Agreement Between School Specialty, LLC and Oakland Unified School District
- School Specialty, LLC Piggyback Invitation Letter
- Region 4 ESC Contract #R230305 with School Specialty LLC

**RESOLUTION OF THE**
**BOARD OF EDUCATION OF THE**
**OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2526-0081**

- **District – Piggyback - School Specialty, LLC for Educational Supplies, Instructional Solutions and Related Products – Talent/Human Resources Department -**

**WHEREAS**, Public Contract Code section 20118 ("section 20118") permits a school district, "without advertising for bids," to contract with "any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor" if the school Board determines it to be in the "best interests of the district";

**WHEREAS**, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency "under the same terms that are available to the public corporation or agency under the existing contract";

**WHEREAS**, on June 6, 2023, Region 4 Education Service Center (ESC)-TX solicited bids under Bid # 23-03 for Education School Supplies, Instructional Solutions, and Related Products;

**WHEREAS**, School Specialty LLC submitted a bid and was one of several vendors awarded the contract on January 1, 2014 through December 31, 2026 ("Agreement") and;

**WHEREAS**, the School Specialty Contract has an option to renew for two (2) additional one-year period through December, 31, 2028;

**WHEREAS**, The bid became eligible as a piggyback contract and the District was alerted to the opportunity through OMNIA Partners' cooperative purchasing program, which leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country.

**NOW**, **THEREFORE**, **BE IT RESOLVED**, the Board of Education ("Board") finds that the Agreement was properly bid, awarded, executed, and approved based on the representations of School Specialty and Region 4 ESC and the documentation provided to OUSD by the same, all of which are incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, the Board declares that it is in the best interest of the District to contract with School Specialty LLC, hereby accepts the offer of contract with School Specialty pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of $800,000 through December 31, 2026, and approves the Piggyback Agreement with School Specialty.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 24th day of June, 2026, by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSED:

ABSENT:

## CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 24, 2026.

| **Legislative File** | |
|---|---|
| File ID Number: | 26-0423 |
| Introduction Date: | 6/24/2026 |
| Enactment Number: | |
| Enactment Date: | |
| By: | |

**OAKLAND UNIFIED SCHOOL DISTRICT**

_____
Jennifer Brouhard
President, Board of Education

_____
Denise Saddler
Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

**PIGGYBACK AGREEMENT**

This Piggyback Agreement ("Piggyback") is entered into this 24th day of June, 2026 ("Effective Date") by and between the Oakland Unified School District ("OUSD") and School Specialty, LLC ("VENDOR", together with "OUSD," "PARTIES").

**WHEREAS,** VENDOR is part of and subject to that certain Agreement/Contract #R230305 for Educational School Supplies, Instructional Solutions, and Related Products ("Agreement") by and between VENDOR and Region 4 Education Service Center/OMNIA Partners.

**WHEREAS**, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

**WHEREAS**, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

**WHEREAS,** Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

**WHEREAS,** the OUSD Board of Education has determined that it is in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. **Incorporation.** This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.

2. **Pricing.** VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed $800,000 per fiscal year.

3. **Term and Termination.** This Piggyback will be effective for the Term as set forth in the Agreement; through December 31, 2026. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.

4. **Payment Terms.** VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due sixty (60) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in

making payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

**5.** **Notices.** All notices, requests, demands, and other communications under this Piggyback shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

*If to VENDOR:*
School Specialty, LLC
W6316 Design Dr.
Greenville, VI 54942
Attn: Director of Bids and Contracts

*With a copy to:*
School Specialty, LLC
W6316 Design Dr.
GreenVille, VI 54942
Attn:Office of the General Counsel

*If to OUSD:*
Oakland Unified School District
900 High Street
Oakland, California 94601
Attn: Procurement

*With a copy to:*
Oakland Unified School District
1011 Union St.
Oakland, California 94607
Attn: Office of the General Counsel

**6.** **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

**7.** **All Documents Publicly Posted**. This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.

**8.** **Incorporation of Recitals and Exhibits**. Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.

**9.** **Litigation**. This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.

**10.** **Signature Authority**. Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

**VENDOR**

Name: Sarah Peterson Signature: Sarah F. Peterson

Position: Asst. Secretary Date: 1/23/26

**OUSD**

Name: Jennifer Brouhard Signature: _____

Position: OUSD Board President Date: _____

Name: Denise Saddler Signature: _____

Position: Superintendent Date: _____

**Region 4 Education Service Center (ESC)**

**Contract # R230305**

*for*

Educational School Supplies, Instructional Solutions, and Related Products

*with*

**School Specialty, LLC**

Effective: January 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and School Specialty, LLC effective January 1, 2024:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

***APPENDIX A***

***CONTRACT***

*This Contract ("Contract") is made as of _____, 202X by and between School Specialty, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational School Supplies, Instructional Solutions, and Related Products("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #23-03_____ for Educational School Supplies, Instructional Solutions, and Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

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

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

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) 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.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

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

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a temporary surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be temporary and based on a percentage of total order and must be approved by Region 4 prior to use.

## OFFER AND CONTRACT SIGNATURE FORM

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

Company Name School Specialty, LLC

Address W6316 Design Drive

City/State/Zip Greenville WI 54942

Telephone No. 888-388-3224

Email Address bidnotices@schoolspecialty.com

Printed Name Kevin Baehler

Title EVP-CFO

Authorized signature

**Accepted by Region 4 ESC:**

Contract No. R230305

Initial Contract Term 1/1/2024 to 12/31/2026

Carmen T. Moreno
Region 4 ESC Authorized Board Member

10/24/2023
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

## Appendix B

## TERMS & CONDITIONS ACCEPTANCE FORM

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

**Check one of the following responses:**

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

x Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

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

8/7/23 review

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|---|---|---|
| 14 / 4 | Delivery | 48 States:<br>Prefix 5 Items: $9.95 Minimum or 15% charge based on NET subtotal<br>Prefix 9 Items: $9.95 minimum or free over $100 based on NET subtotal | updated delivery terms |
| | | Live specimens (prefix L) and hazardous materials (prefix H), and non-discountable items (prefix N) may incur additional charges.<br>Standard freight terms are subject to change. | |
| | | AK/HI:<br>Parcel Orders Prefix 9 items $20 minimum and $1.50 per lb. charge based on NET subtotal | |
| | | Parcel Orders Prefix 5 items $20 minimum or 15% of the NET subtotal<br>Non-Parcel Prefix 6 items require quoted freight from our transportation department. | |
| | | Please call (419) 589-1425 for a quote.<br>**Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater. **Freight rates are subject to change. | |
| IV - 2a / 14 | Products/Pricing | 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. | Similar to current contract offering and updates |
| | | Discount does not apply to any other School Specialty catalogs or flyers. | |
| 1.2 | Marketing, Sales and Administrative Support | School Specialty, LLC is proposing a 2.5% administrative fee. | OMNIA Partners will acknowledge upon discussion |
| | | | |
| | | | |
| | | | |

## APPENDIX A

## DRAFT CONTRACT

*This Contract ("Contract") is made as of* January 1, *202~~X~~4 by and between* School Specialty, LLC *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _Educational School Supplies, Instructional Solutions, and Related Products__("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #23-03_____ for Educational School Supplies, Instructional Solutions, and Related Products_____ ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

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

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

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) 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.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. ~~All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing~~. Please see exceptions.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

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

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Tariff Surcharges: Contractor has the option to charge a temporary surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be temporary and based on a percentage of total order and must be approved by Region 4 prior to use.

## OFFER AND CONTRACT SIGNATURE FORM

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

Company Name School Specialty, LLC

Address W6316 Design Drive

City/State/Zip Greenville, WI 54942

Telephone No. 888-388-3224

Email Address bidnotices@schoolspecialty.com

Printed Name Kevin Baehler

Title EVP-CFO

Authorized signature _____

**Accepted by Region 4 ESC:**

Contract No. _____

Initial Contract Term_____to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

## Appendix B

## TERMS & CONDITIONS ACCEPTANCE FORM

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

**Check one of the following responses:**

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

x Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

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

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---|---|---|---|
| 14 / 4 | Delivery | 48 States:<br>Prefix 5 Items: $9.95 Minimum or 15% charge based on NET subtotal<br>Prefix 9 Items: $9.95 minimum or free over $100 based on NET subtotal | |
| | | Live specimens (prefix L) and hazardous materials (prefix H), and non-discountable items (prefix N) may incur additional charges.<br>Standard freight terms are subject to change. | |
| | | AK/HI:<br>Parcel Orders Prefix 9 items $20 minimum and $1.50 per lb. charge based on NET subtotal | |
| | | Parcel Orders Prefix 5 items $20 minimum or 15% of the NET subtotal<br>Non-Parcel Prefix 6 items require quoted freight from our transportation department. | |
| | | Please call (419) 589-1425 for a quote.<br>**Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater. **Freight rates are subject to change. | |
| IV - 2a / 14 | Products/Pricing | 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. | |
| | | Discount does not apply to any other School Specialty catalogs or flyers. | |
| 1.2 | Marketing, Sales and Administrative Support | School Specialty, LLC is proposing a 2.5% administrative fee. | |
| | | | |
| | | | |
| | | | |

# Tab 2 - Products/Pricing

**a) Products/Pricing**

i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.

   i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.

   ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.

   iii. Offerors should provide their pricing structure which may include category discounts, a core list, and non-core items. Include category discounts on Appendix E, Category Discounts tab, and core list pricing on Appendix E, Core List Items tab.

ii. General and Market Basket Pricing.

   i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

      1. Include an electronic copy or a link to the catalog or verifiable price list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

         - Manufacturer part #
         - Offeror's Part # (if different from manufacturer part #)

- Description
- List Price and Net Price
- Net price to Region 4 ESC (including freight)

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

2. Using the pricing structure, the Offeror proposes above, provide the net price for the items listed on the National Market Basket, Appendix E

iii. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies.

i. Describe Offeror's ability to provide customized market baskets to participating agencies.

ii. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.).

iii. How frequently does Offeror propose to update customized market baskets?

iv. Is pricing available for all products and services?

v. Describe any minimums order quantities or fess.

vi. Describe any distribution models, shipping/delivery services (including custom), include standard delivery fees (preferred ship is 48 hours or less), shipments outside Continental USA, truckload, and delivery areas.

vii. Provide pricing for warranties on all products and services.

viii. Describe any return and restocking fees.

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

x. Describe how customers verify they are receiving Contract pricing.

xi. Describe payment methods offered and terms. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

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

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

xiv. Provide any additional information relevant to this section.

# School Specialty Response to Tab 2 Products/Pricing

**a) Products/Pricing**

i. Please reference Appendix E which contains Market Basket pricing. Please reference Catalog Discount and Line-Item Cover Letters and digital catalog copies. **Please note: All digital catalogs are for 2023. New digital catalogs will be posted to our website in early 2024.

ii. 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.

Restocking Fees

- 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.
- 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.
- 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.
- Most items will be subject to a 15% restocking fee.

Freight Damage

- While we take extra care in ensuring that products arrive in excellent condition, occasional damage during shipment can occur. It is your responsibility to fully inspect your merchandise when it is delivered:
- You are responsible for inspecting your merchandise when it is delivered. If there is excessive damage or the shipment is incorrect, you should refuse the shipment, locate your order number and call customer care at 888-388-3224.
- If you signed for your order and later find that you have a problem with damage or an incorrect shipment, you must contact us within 5 days of receipt. If you wait beyond this period to inform us, we cannot be held responsible for damages or incorrect shipments and you will not receive credit.

iii. Please reference Appendix E with pricing and electronic catalog copies.

ii. i. Please reference Appendix E with pricing and electronic catalog copies.

# School Specialty Response to Tab 2 Products/Pricing

iii. i. School Specialty, LLC. will offer customized market baskets in any of our brand categories based on the mutually beneficial opportunity identified by the participating agency.

ii. School Specialty, LLC. will offer customized market baskets in any of our brand categories based on the mutually beneficial opportunity identified by the participating agency. The size of the market basket is determined by the opportunity.

iii. Updates will be provided based on periodical reviews of usage.

iv. No. 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.

Discount does not apply to any other School Specialty Catalogs or Flyers.

v. School Specialty, LLC. does not have any minimum order quantities or fees. Please see below for restocking fee information.

vi. **48 States - Standard Freight Terms (subject to change):**
Prefix 5 items - $9.95 Minimum or 15% charge based on NET subtotal.
Prefix 9 items –$9.95 minimum or free over $100 based on NET subtotal.
Prefix 6 items – ship free of charge.

**AK/HI – Standard Freight Terms (subject to change):**
Parcel Orders Prefix 9 items $20 minimum and $1.50 per lb. charge based on NET subtotal
Parcel Orders Prefix 5 items $20 minimum or 15% of the NET subtotal
Non-Parcel Prefix 6 items require quoted freight from our transportation department.
Please call (419) 589-1425 for a quote.
**Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.
**Freight rates are subject to change

**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.

Please allow 3-5 business days for available 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.

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.

# School Specialty Response to Tab 2 Products/Pricing

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.

SSL currently does not ship internationally on this contract.

vii. At School Specialty, LLC., we strive to provide you with as much product information as possible to aide you in your purchasing decisions. Many of the products we carry do offer product warranties. 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, https://help.schoolspecialty.com/s/article/Product-Warranties, and reach out to the warranty contact provided.

viii. 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.

Restocking Fees

- 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.
- 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.
- 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.
- Most items will be subject to a 15% restocking fee.

Freight Damage

- While we take extra care in ensuring that products arrive in excellent condition, occasional damage during shipment can occur. It is your responsibility to fully inspect your merchandise when it is delivered:

- You are responsible for inspecting your merchandise when it is delivered. If there is excessive damage or the shipment is incorrect, you should refuse the shipment, locate your order number and call customer care at 888-388-3224.
- If you signed for your order and later find that you have a problem with damage or an incorrect shipment, you must contact us within 5 days of receipt. If you wait beyond this period to inform us, we cannot be held responsible for damages or incorrect shipments and you will not receive credit.

ix. School Specialty, LLC. reserves the right to quote special quantity pricing based on the needs of the district or when we can pass on additional savings from special manufacturer pricing. Submit requests to quotes@schoolspecialty.com .

x. You can verify contract pricing when logged into your account on our website at www.schoolspecialty.com or by calling customer care at 888-388-3224.

xi. School Specialty, LLC. accepts check, credit card and ACH payments. We do accept credit card payments online and there is no fee.

xii. School Specialty, LLC. will provide price and item updates annually and reserve the right to add new items quarterly as needed.

xiii. School Specialty, LLC. will introduce new products throughout the year on our website, www.schoolspecialty.com. These items will be priced at the catalog discount offered in this response.

xiv. There is no other relevant information for this section.

July 19, 2023

**Region 4 ESC**
**7145 West Tidwell Road**
**Houston, TX 77092**

**Account # 2336295**

**Bid Number: 23-03 Educational School Supplies, Instructional Solutions, and Related Products**

On behalf of School Specialty, LLC, it is my pleasure to submit the enclosed bid response for your consideration.

Pricing will be valid from **January 1, 2024 through January 1, 2027.**

Once you've awarded these bid items, save time and money by:

- ☑ Providing a copy of the **bid tabulation** (and/or a copy of awarded vendors). This allows us to set up your special pricing in advance of your orders and ensures you receive the best price possible on future bids.

- ☑ Referencing your School Specialty bid number **Q-345215** on your orders. This ensures fast and efficient order entry and accurate pricing.
  - *Prices do not include sales tax. If applicable, taxes will be added to your invoice. All prices are FOB destination (free shipping).*

****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.**

Remember, School Specialty is even easier to do business with. We've ***simplified*** access to all our products. One bid covers all your educational needs. ***It's that simple!***

Thank you for your consideration.

Sincerely,

*Angie Iverson*

Angie Iverson
Senior Contract Coordinator

July 19, 2023

**Region 4 ESC**
**7145 West Tidwell Road**
**Houston, TX 77092**

**Account # 2336295**

**Bid Number: 23-03 Educational School Supplies, Instructional Solutions, and Related Products**

**School Specialty, LLC** appreciates the opportunity to respond to **23-03 Educational School Supplies, Instructional Solutions, and Related Products**. 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.

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

All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" 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 January 1, 2024 through January 1, 2027.** Pricing for **contract period effective upon notification of award** referencing our Bid **# Q-345215** to bidwestnotices@schoolspecialty.com.

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: 23-03 Educational School Supplies, Instructional Solutions, and Related Products**

**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 www.schoolspecialty.com and log on to view your contracted pricing.

| Discount off List | Product Category |
|---|---|
| 35% | AGENDAS |
| 35% | LITERATURE_IS |
| 35% | MATH_IS |
| 35% | READING_IS |
| 35% | RESOURCES_IS |
| 35% | FOSS/DELTA |
| 35% | IS/MATH |
| 35% | SCIENCE CATEGORY |
| 35% | ADHESIVES |
| 35% | ART SUPPLIES |
| 35% | BUSINESS MACHINES |
| 35% | CAREER TECHNICAL EDUCATION |
| 35% | DAILY LIVING AIDS |
| 35% | DOCUMENT STORAGE |
| 35% | EARLY LEARNING |
| 35% | ELECTRONIC 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% | 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 | $9.95 Minimum or 15% charge based on NET subtotal |
| 48 States-Parcel Orders | 9 | $9.95 minimum or free over $100 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 $20 minimum and $1.50 per lb. charge based on NET subtotal
Parcel Orders Prefix 5 items $20 minimum or 15% of the NET subtotal
Non-Parcel Prefix 6 items require quoted freight from our transportation department.
Please call (419) 589-1425 for a quote.
**Any order containing Paper, Paint or Clay will require a separate quote if 15 lbs. or greater.
**Freight rates are subject to change.

****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.**

## Contact Information

| | |
|---|---|
| • **Questions regarding this offer:** | **Angie Iverson**<br>W6316 Design Drive<br>Greenville, WI 54942<br>Phone (800) 554-7632<br>Fax (800) 675-1775<br>Email: bidwestnotices@schoolspecialty.com |
| • **Territory Sales Manager** | **Greg Harbaugh**<br>Phone: **856-217-8307**<br>Fax: 888-388-6344<br>Email: greg.harbaugh@schoolspecialty.com |
| • **Customer Care:**<br>*Questions regarding order status, shipment status, damages, shortages* | **Attn: Customer Care Department**<br>W6316 Design Drive<br>Greenville, WI 54942<br>Phone (888) 388-3224<br>Fax (888) 388-6344<br>Email: http://customercare.schoolspecialty.com/track-your-order |
| • **Order Processing:**<br>*To place your order* | **Attn: Order Department**<br>PO BOX 1579<br>Appleton, WI 54912-1579<br>Phone (888) 388-3224<br>Fax (888) 388-6344<br>orders@schoolspecialty.com |
| • **Payment Remit To:** | **School Specialty, LLC**<br>PO Box 825640<br>Philadelphia, PA 19182-5640 |

# Tab 3 - Performance Capability

**b) Performance Capability**

i. Include a detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F and G.

iv. Describe Offeror's ability and experience with E-Commerce/E-Procurement services and web-based platforms such as ESM, Jaggaer, Coupa, Workday, Lawson oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with. Describe electronic online catalogue, Punch-Out Programs, purchasing authorization limits, storefront, customized product assortments, etc.

v. Describe how Offeror responds to emergency orders.

vi. What is Offeror's average Fill Rate?

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

viii. Describe Offeror's return and restocking policy.

ix. Describe Offeror's ability to meet service and warranty needs.

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
xi. Describe Offeror's invoicing process.
xii. Describe Offeror's contract implementation/customer transition plan.
xiii. Describe the financial condition of Offeror.
xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
xv. Describe the Offeror's safety record.
xvi. Describe Offeror's reporting capabilities. Provide samples of reports available and if there are any fees associated with the reports.
xvii. Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?
xviii. Describe any social diversity initiatives.
xix. Provide any additional information relevant to this section.

## 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

The Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Educational School Supplies, Instructional Solutions, and Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $75 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate

additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

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

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

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

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

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

L. Describe any debarment or suspension actions taken against supplier

## 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

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

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating

Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

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

### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

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

   i. Creation and distribution of a co-branded press release to trade publications

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

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

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

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

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

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

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

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

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

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

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

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

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

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

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

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

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

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

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded

the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

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

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

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

# School Specialty Response to Tab 3 Performance Capability

b) Performance Capability

i. Please see attachment named 3.0 Supplier Response.

ii. Please reference Appendix B for purposed exceptions.

iv. Please reference the Punchout and Online ordering brochures.

v. 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.

vi. YTD average fill rate is 94.6% YTD.

vii. YTD on time delivery is 80.9% YTD.
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.

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.

viii. 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

Restocking Fees

- 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.
- 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.

- 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.
- Most items will be subject to a 15% (25% Canada for U.S. suppliers) restocking fee.

Freight Damage

- While we take extra care in ensuring that products arrive in excellent condition, occasional damage during shipment can occur. It is your responsibility to fully inspect your merchandise when it is delivered:
- You are responsible for inspecting your merchandise when it is delivered. If there is excessive damage or the shipment is incorrect, you should refuse the shipment, locate your order number and call customer care at 888-388-3224.
- If you signed for your order and later find that you have a problem with damage or an incorrect shipment, you must contact us within 5 days of receipt. If you wait beyond this period to inform us, we cannot be held responsible for damages or incorrect shipments and you will not receive credit.

ix. At School Specialty, LLC. we strive to provide you with as much product information as possible to aide you in your purchasing decisions. Many of the products we carry do offer product warranties. 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, https://help.schoolspecialty.com/s/article/Product-Warranties, and reach out to the warranty contact provided.

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

xi. Please see attached Invoice Process.

xii. School Specialty, LLC. services a nationwide market, and our main priority is to provide its customers with offerings that match their desires and needs. A School Specialty Sales Representative may offer or promote different purchasing options based upon the customer's

situation and needs. School Specialty will not automatically transition any customers from their current purchasing arrangements, rather it be through other purchasing co-ops, bids, or other purchasing arrangements. However, School Specialty will promote Omnia to customers to the extent that Omnia's offering, in the opinion of School Specialty's sales staff, meets a specific customer's needs and desires.

School Specialty, LLC. will focus on incremental growth. This will help to ensure that we minimize the potential risk of a negative impact on existing margins to our core business while still moving forward in our commitment to establish the Omnia agreement as our primary offer to all existing customers.

School Specialty continues to grow our inside sales organization and in alignment with our company's sales strategy will assist in the transition of customers to the Omnia agreement.

Training for Inside Sales Staff and Bids and Contracts

- Mandatory training sessions to outline the marketing campaign, specific terms and conditions of the Omnia agreement, policy, training, guidelines and procedures.

Training for Outside Sales Staff

- SSL Sales Leaders currently involved with Omnia training department to develop an internal and external training program. Training may be either in-person or via webinar.
- Training session within 90 days of award – Features and Benefits
- On-going for new hires and targeted sales strategies

xiii. School Specialty, LLC. is in good financial standing. Please see attached D&B Credit report.

xiv. www.schoolspecialty.com , please see attached Punchout and Online ordering brochures.

xv. School Specialty, LLC. as an organization has the following OSHA Recordable Incident Rate (IR)
2020 – .89
2021 – .86
2022 – 1.52

xvi. School Specialty, LLC. can provide many different reports. If you have a specific request, we can work together to create a report. There are no fees associated with our reports. Please see attached example of a current Omnia report.

xvii. Please see attached Green Statement.

xviii. School Specialty is committed to developing a diverse and inclusive employee community. This commitment is a foundational aspect of our Company's talent acquisition processes and our employee engagement and development initiatives.

Valuing, engaging, and empowering all employees as unique individuals contribute positively to our employee and customer experience objectives and therefore our success as an organization. Our Company is guided by our Employee Experience Framework and is committed to a culture of inclusion, equal opportunity, and fairness where all employees have an opportunity to thrive and be successful.

xix. There is no other relevant information for this section.

# School Specialty Response to Tab 3 Performance Capability

3.0 Supplier Response / 3.1 Company

A. School Specialty, LLC. (SSL) is a leading provider of educational products and services to the Pre-K-12th grade market in the U.S. and Canada. The company designs, manufactures and distributes a broad assortment of furniture & equipment, educational technology, general and specialty classroom supplies, facility supplies, safety and security products, and core and supplemental curriculum for science. These include trusted national brands, as well as well-recognized proprietary brands, like Sax art products, Childcraft furniture and Sportime physical education equipment. School Specialty also provides expert guidance, design services and professional development within the categories we support. At its core, School Specialty is a purpose-driven organization. Everything offered, from crayons to curriculum to complete learning environments, is designed to support educators, raise student outcomes and ultimately, transform more than classrooms.

B. 336 Sales Persons located in Remote Areas, 4 Sales Persons located in Greenville, WI, 14 Sales Persons located in Lombard, IL, 1 Sales Person located in Mansfield, OH, 1 Sales Person located in Nashua, NH. A total of 356 Sales Persons.

C. 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

D. Annual Sales for the three previous fiscal years:

2020: $499,264,718
2021: $629,881,303
2022: $760,442,252

a. FEIN Number: 85-2162684

# School Specialty Response to Tab 3 Performance Capability

E. Please see attached Green Statement.

F. 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.

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

G.

a. Minority Women Business Enterprise – Yes, Certifying Agency: NMSDC, please reference certificate

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise – Yes, Certifying Agency: SBA, please reference certificate

c. Historically Underutilized Business (HUB) – No

d. Historically Underutilized Business Zone Enterprise (HUBZone) – No

e. Other recognized diversity certificate holder – Yes, Certifying Agency: State of Ohio, please reference certificate

H. Not Applicable

I. SSL offers a deep portfolio encompassing all the categories of product noted in this response. We merchandise a collection of the nation's leading educational products, including both proprietary and national brands. We offer an efficient method for large districts to provide both the access and availability to support classroom needs. School Specialty offers a wealth of services specifically tailored to meet the requirements and demands of public schools. We have a dedicated team of local personnel, and we are prepared to assign additional resources wherever necessary. We believe we are a strong partner to our customers.

The Educational Resources Group provides the industry's broadest range and deepest assortment of everyday consumables, instructional products and services to educators in the PreK-12 market. Its offerings include basic school supplies, supplemental learning products, teaching resources, physical education equipment, art supplies, classroom equipment and furniture. Educational Resources' products

include both national brands and proprietary branded product. The group's well-known proprietary brands Childcraft®, Sax® Arts & Crafts, Califone®, Classroom Select®, Sportime®, Abilitations®, School Smart®, and Projects by Design®.

J. **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.

**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, B 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 21st, 2018, Lori Zolman filed a lawsuit against School Specialty for various claims related to wrongful termination. The lawsuit was resolved by way of a confidential settlement agreement.

# School Specialty Response to Tab 3 Performance Capability

- Coding Technologies, LLC v. School Specialty, Inc. On May 5th, 2018, School Specialty received a summons and copy of a lawsuit filed in the United States District Court for the District of Delaware. The lawsuit is for patent infringement, regarding the use of QR codes in School Specialty catalogs. The lawsuit was resolved by way of a confidential settlement agreement.

- Carol Bailey vs. Saddleback Valley Unified School District, School Specialty, Inc. and Balfour Beatty Construction, LLC in the Superior Court, County of Orange, State of California, Court Action 30-2016-00866602-CU-PO-CJC. An invitee to a High School social function was injured on a concrete locker "mat". School Specialty was contracted to move lockers to an adjacent area. This matter was resolved by way of a confidential settlement agreement.

- Renner v. Artcobell et al. Civil Action No.: 3:15-cv-01646-JCH. On November 10th, 2015, Keri Ann Renner filed a lawsuit against School Specialty and Artcobell/Midwest Folding, for an injury allegedly caused by a defective cafeteria table that was sold by School Specialty and manufactured by Artcobell/Midwest folding. This is an insured claim. The parties entered into a confidential settlement agreement.

- Sanders v. Lobar, Inc., et al. This lawsuit alleges that the defendants maintaining control of the safety at the construction site for Maple Manor Elementary/Middle School in Hazleton Pennsylvania did so improperly as to cause an injury to a business invitee on steel rebar. School Specialty was contracted to provide furniture for the finished classrooms and currently believes it was included in this lawsuit because all contracted parties were named as defendants. The complaint was served on October 6th, 2016. School Specialty was dismissed from this claim with no liability.

- Doyle Bruce, etc., vs. School Specialty, Inc., etc., et al., Fresno County - Superior Court, CA, Filed February 2, 2017 - Case # 17CECG00364. Mr. Bruce was let go in November of 2016 as part of SSI's sales restructuring. Mr. Bruce was a sales representative in Fresno CA. Mr. Bruce 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.

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

L. There are none.

3.2 Distribution, Logistics

# School Specialty Response to Tab 3 Performance Capability

A. Please see attached flyer that includes all of our brands.

B. All orders (fax, email, phone or online) are entered into our Oracle database system. This system is our "hub" to track all orders and inventory levels. Once an order is entered into our system, the information is sent to the member's closest distribution center has the product in stock. We ship one order (one PO) per shipment and do not mix different shipments together. Once the order is received by the distribution center, the order is picked and processed and loaded onto a carrier truck for delivery. After the packages are scanned into the Carrier's system, our database is automatically updated with tracking information and estimated delivery time. Items not shipped from our facilities (drop ship orders) also have the same visibility in our system (order entry through EDI and delivery). At any point the customer may call to check the status of their order, our Customer Care team has full visibility to order status and tracking from entry to delivery.

After an order has been processed through our facilities, an invoice will generate for only the items that have shipped. Invoicing terms are usually Net 30, unless requested otherwise. In the event of product backorder, the customer will receive notification on the enclosed packing slip. Items that have not been shipped (back ordered) will not be invoiced.

All orders may be tracked using our website or by contacting our Customer Care Department. Since all orders are entered into one system, the customer will receive the same real-time information regarding order tracking as our internal teams.

C. You can verify contract pricing when logged into your account on our website at www.schoolspecialty.com or by calling customer care at 888-388-3224.

D. No other companies will be involved in processing and handling. Products will ship using our routing guide for more economical rates.

E.

School Specialty, LLC. Corporate Office/Distribution Center
W6316 Design Drive
Greenville, WI 54942
275,000 sq. feet

School Specialty, LLC. Distribution Center
80 Northwest Boulevard
Nashua, NH 03063
300,000 sq. feet

School Specialty, LLC. Distribution Center
100 Paragon Parkway
Mansfield, OH 44903
275,000 sq. feet

# School Specialty Response to Tab 3 Performance Capability

3.3 Marketing and Sales

A.

90-Day Marketing Plan

In partnership with OMNIA Partners, School Specialty will seek to inform members of the wide range of products available to them through SSL and the benefits of purchasing through OMNIA Partners. This plan will consist of, but not be limited to, the points outlined in this document. School Specialty's Contract Team and Marketing personnel will work closely with OMNIA Partners to:

- Establish benchmarks and outline objectives for marketing performance.
- Review and refine marketing initiatives throughout the cycle of the contract to better serve the need of both entities.
- Goals:
    - To inform existing OMNIA Partners members of the newly awarded contract.
    - To increase School Specialty product offering and brand awareness among current OMNIA Partners/SSL members to increase account penetration.
    - To inform and secure new OMNIA Partners members where strategically appropriate.

- Tactics:
    - Update existing School Specialty OMNIA Partners landing page with new contract information: www.schoolspecialty.com/omnia-partners.
    - Updating existing School Specialty OMNIA Partners comprehensive brochure and adjacent marketing collateral with new contract information.
    - Create new School Specialty Sales Representative email template with OMNIA Partners contract information that can be utilized by SSL sellers.
    - Award Announcement Email Campaign – A series of emails to SSL customers with new contract information and features & benefits of the contract highlighting the depth and breadth of SSL's offering under contract.
        - Corresponding email dynamic copy block on existing SSL Audience Emails.
    - Updated OMNIA information in SSL Business Review slide presentations.

- Training
    - School Specialty will provide on-going training to our sales personnel on the new contract via several different vehicles:
        - The SSL Contracts Team will provide initial training on the bi-monthly Sales Weekly News & Training calls provided internally at SSL.
        - Regional Team Meetings
        - 6-week Check-in Calls with OMNIA personnel
        - Updated On-demand internal SSL training on OMNIA Partners and the new/existing contracts.
- School Specialty will update the existing OMNIA Partners Guidelines/Cheat Sheet so that OMNIA Partners can disseminate this information to their own sales teams.

- On-going Marketing

# School Specialty Response to Tab 3 Performance Capability

- School Specialty Marketing and Contract personnel will continue to work with OMNIA Partners personnel to identify opportunities throughout the term of the contract to promote the contract and/or specifically contracted products. This may include, but not be limited to case studies, collateral pieces, presentations, promotions, etc.

PLEASE NOTE: School Specialty has a robust omni-channel marketing department. However, as a company we have determined that advertising in trade publications is not part of our overall go-to-market strategy.

School Specialty attends trade shows on a limited case-by-case basis. Attendance and participation in larger, national trade shows would be part of ongoing, strategic discussions.

B. Please see above 90-Day Marketing Plan.

C. Omnia is SSL's primary go to market cooperative agreement.

D. SSL agrees to provide permission to Omnia Partners for reproduction of the Omnia Partner's logo.

E. SSL confirms we will proactively promote Omnia within our sales organization.

F. SSL Sales Leaders currently involved with Omnia's training department to develop an internal and external training program. Training may be either in-person or via webinar.

G. Executive Support – Ryan Bohr – Executive Vice President & COO
Email: ryan.bohr@schoolspecialty.com, Ph # 312-925-6977

Marketing – Lesley Zimmer – Marketing Manager
Email: lesley.zimmer@schoolspecialty.com, Ph # 360-305-6676

Sales – Greg Harbaugh – VP Business Development
Email: greg.harbaugh@schoolspecialty.com, Ph # 856-217-8307

Sales Support – Greg Harbaugh – VP Business Development
Email: greg.harbaugh@schoolspecialty.com, Ph # 856-217-8307

Financial Reporting – Sherri Kremers – Business Data Analyst
Email: sherri.kremers@schoolspecialty.com, Ph # 920-243-5275

Accounts Payable – Hollie Wagner –Corporate Controller
Email: hollie.wagner@schoolspecialty.com, Ph # 920-882-5823

Contracts – Sarah Peterson – Manager - Bids
Email: sarah.peterson@schoolspecialty.com, Ph # 920-882-5963

# School Specialty Response to Tab 3 Performance Capability

H. Ryan Bohr – Executive Vice President & COO
W6316 Design Drive
Greenville, WI 54942
Ph # (920) 585-5720
Email: ryan.bohr@schoolspecialty.com

RVP-Regional Vice President
VP – Business Development
Regional Sales Manager
Territory Sales Manager
Inside Sales Representative

I. Please see above 90-Day Marketing Plan.

I. SSL and Omnia will conduct quarterly business reviews between sales and marketing organizations.

J. SSL has a total of $619,821,972 in sales for 2022 for all Public Agencies.

New York City Department of Education
Contact: Steven Ladolcetta
Phone # 718-935-2087
Email: sladolc@schools.nyc.gov
New York City, NY
Serviced by providing products and services related to K-12.
Annual Volume: $63,455,969

Board of Education of the City of Chicago
Contact: Demetra Knowles
Ph # 773-553-2929
Email: dknowles@cps.edu
Chicago, IL
Serviced by providing products and services related to K-12.
Annual Volume: $9,473,322

School District of Philadelphia
Contact: Throne Cropper
Ph # 215-400-5022
Email: tcropper@philasd.org
Philadelphia, PA
Serviced by providing products and services related to K-12.
Annual Volume: $8,526,933

# School Specialty Response to Tab 3 Performance Capability

Newark Board of Education
Contact: Sherelle Spriggs
Ph # 973-733-73333
Email: sspriggs@nps.k12.nj.us
Newark, NJ
Serviced by providing products and services related to K-12.
Annual Volume: $6,794,341

Portland School District
Contact: Travis Allison
Ph # 503-916-3441
Email: tallison@pps.net
Portland, OR
Serviced by providing products and services related to K-12.
Annual Volume: $5,931,711

Fort Worth ISD
Contact: Nellie Lucano
Ph # 817-814-2216
Email: nellie.lucano@fwisd.org
Fort Worth, TX
Serviced by providing products and services related to K-12.
Annual Volume: $5,867,453

Dallas ISD
Contact: Kristopher Robinson
Ph # 972-925-4100
Email: krrobinson@dalassisd.org
Dallas, TX
Serviced by providing products and services related to K-12.
Annual Volume: $5,729,365

Peoria Public School District 150
Contact: Mick Willis
Ph # 636-236-6361
Email: mick.willis@psd150.org
Peoria, IL
Serviced by providing products and services related to K-12.
Annual Volume: $5,315,056

Washoe County School District
Contact: Andrea Sullivan, CPSM, CPIM, MBA
Ph # 775-850-8056
Email: asullivan@washoeschools.net
Reno, NV
Serviced by providing products and services related to K-12.
Annual Volume: $5,298,714

# School Specialty Response to Tab 3 Performance Capability

Houston ISD
Contact: Wanda Pleasant
Ph # 713-556-6547
Email: wpleasan@houstonisd.org
Houston, TX
Serviced by providing products and services related to K-12.
Annual Volume: $5,273,703

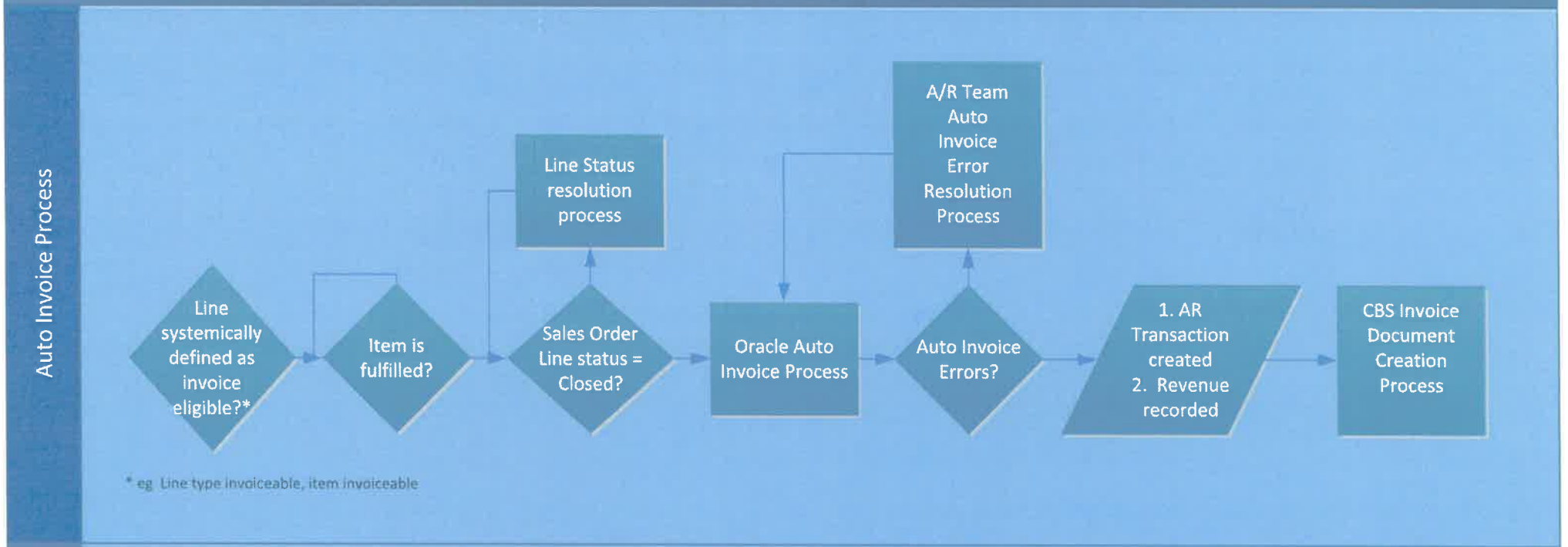
K. Please see attached Punchout and Online ordering brochures.

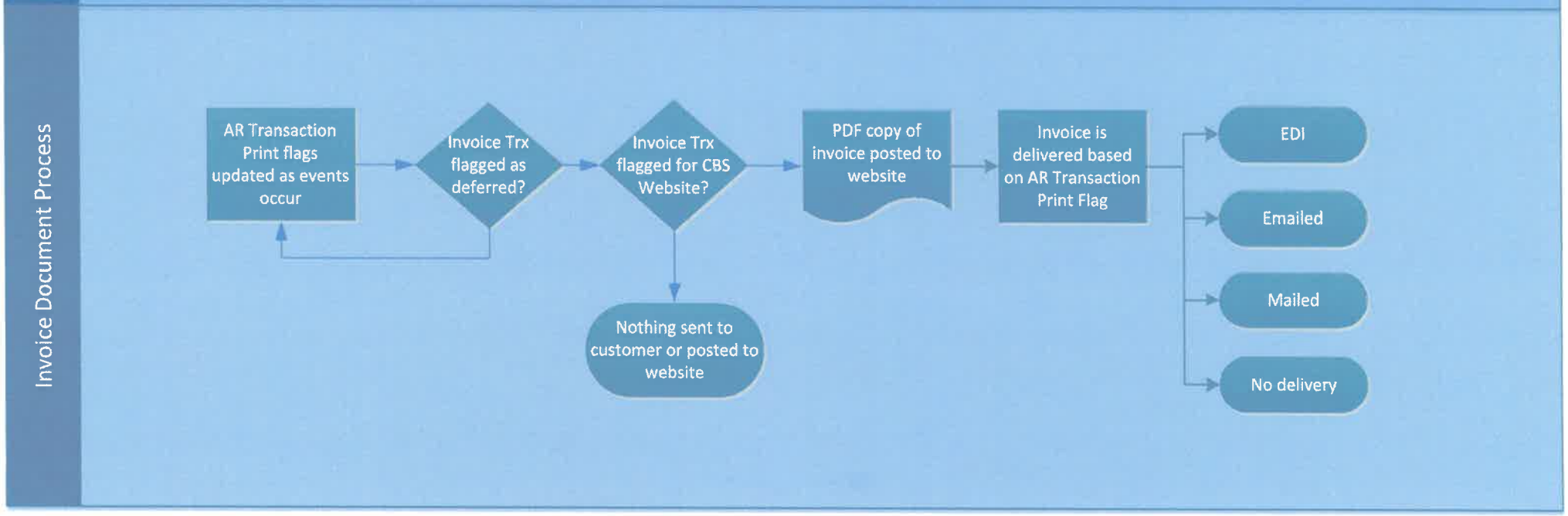
L. SSL projections for the next three years are as follows:
$82,000,000 in year one
$93,000,000 in year two
$107,000,000 in year three

M. SSL understands the four components.

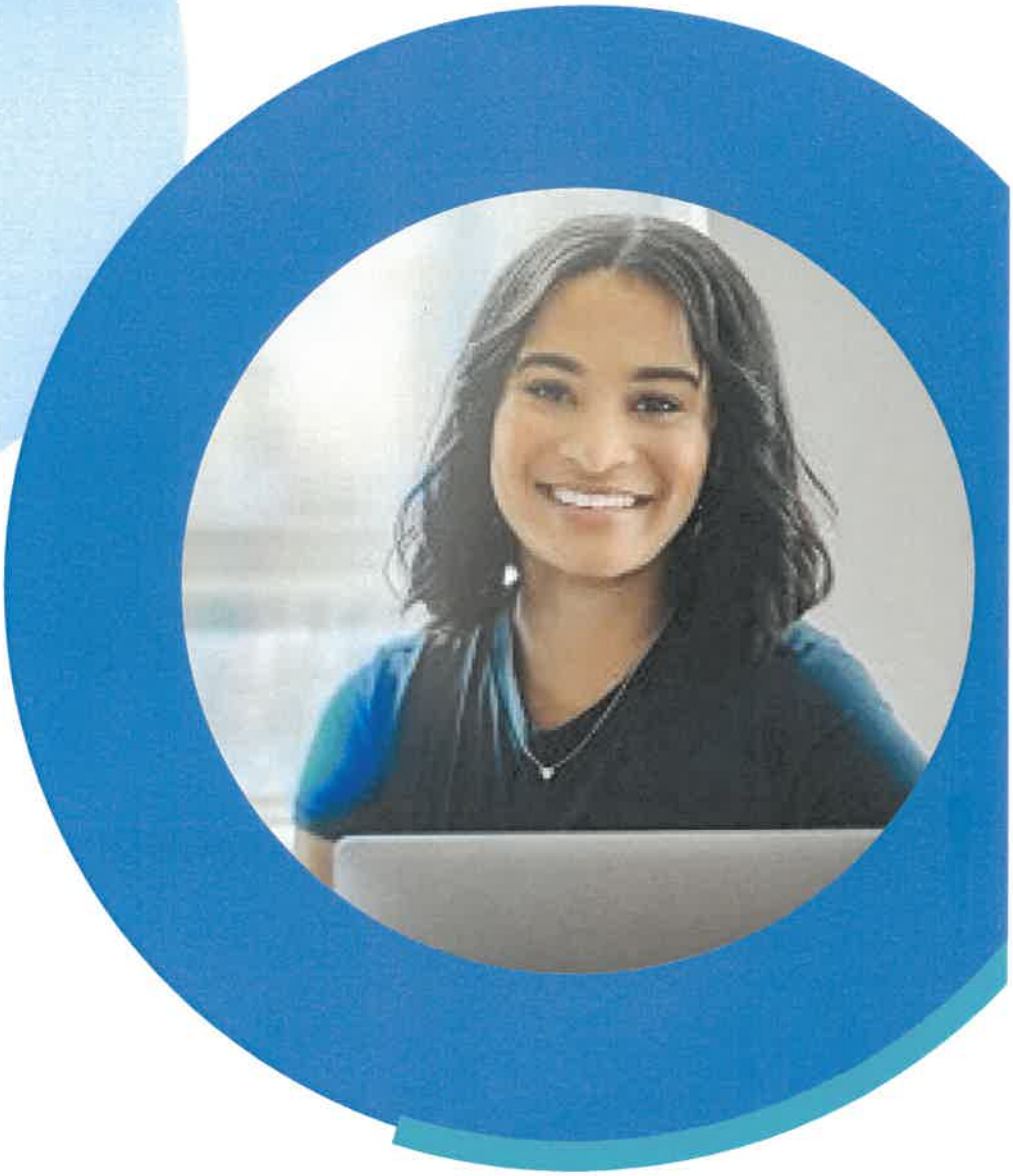
# Accounts Receivable

## Accounts Receivable – Invoicing – Rhonda Buss



School Specialty SELECT

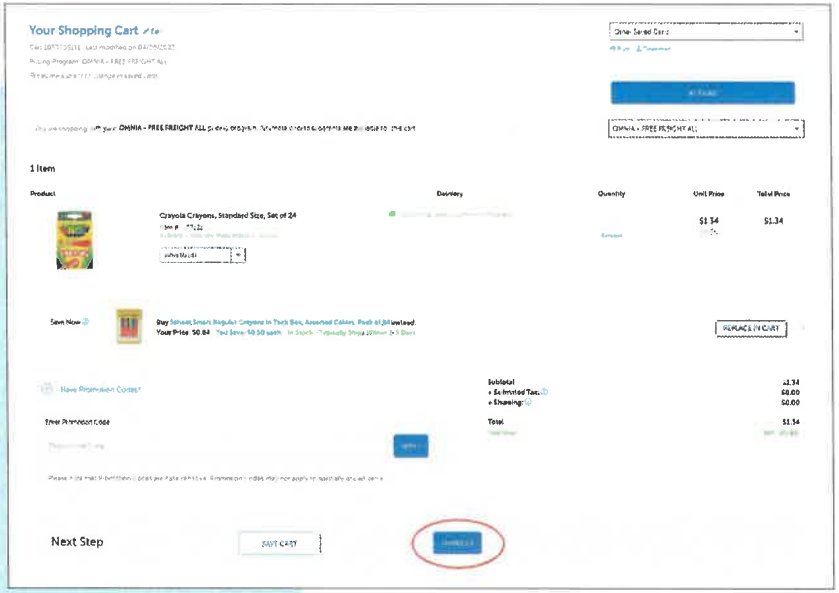


# Punchout: Streamline your purchasing

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

- Our Procurement/Punchout integration is easy to use. 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.
- 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.

ariett
Bellwether
BusinessPLUS
BuySpeed
CGI
coupa
cribellum
eFinancePLUS
epylon
EqualLevel
esm
GREAT PLAINS
HARRIS School Solutions
infinite visions
JAGGAER
K12Buy
Keystone Software Solutions
LAWSON
munis
ORACLE
ORACLE PeopleSoft
SAP
STRATEGIC SOLUTIONS
SKYWARD
SMART by GEP
SpendBridge
tyler
unimarket
VROOZI
WinCap Marketing Center
workday.

## Questions?

Call our Toll Free Online Support Department at **888.388.3224**



All rights reserved. ©2023 School Specialty, LLC
AM_161801 | 06/23

School Specialty SELECT

# Ordering online can buy you time and money.

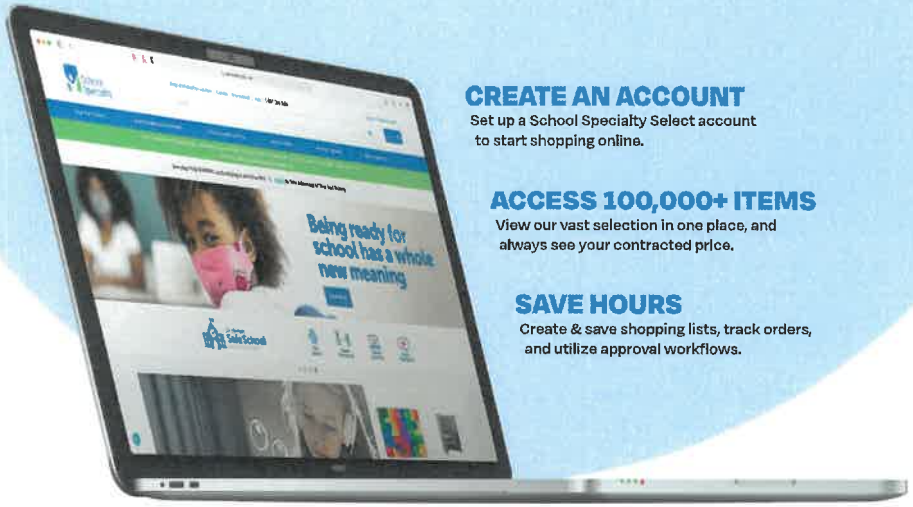
School districts like yours count on School Specialty for a vast selection of curated solutions. When you shop **Select.SchoolSpecialty.com** you'll not only save time and money, you'll also enjoy the many advantages of our online shopping experience.

**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 discounted prices.

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

# save time.




**CREATE AN ACCOUNT**
Set up a School Specialty Select account to start shopping online.

**ACCESS 100,000+ ITEMS**
View our vast selection in one place, and always see your contracted price.

**SAVE HOURS**
Create & save shopping lists, track orders, and utilize approval workflows.

**Track** orders, access all your invoices, and more through our online dashboard.

**Share** shopping lists with your staff to streamline ordering.

**Create** an approval workflow that aligns to your purchasing needs.

**Add** multiple buyers and assign them roles.

**Gain** more accurate ordering by seeing item numbers clearly displayed.

**Know** the status of any back-ordered item in real time

**Receive** your products faster—online orders ship faster than faxed orders.

School Specialty SELECT

# 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.

**See** your discounts automatically reflected in onscreen pricing.

**Avoid** PO-invoice mismatches.

**Manage** budgets with ease.

**Set up** approval workflows, ensuring no orders are processed without your approval.

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

# 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 though multiple paper catalogs.

## We work 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.

ariett an avidxchange company · Bellwether · BusinessPLUS · BuySpeed · CGI · coupa

cribellum · eFinancePLUS · epylon · EqualLevel · esm

GREAT PLAINS · HARRIS School Solutions · infinite visions · JAGGAER · K12Buy

Keystone Software Solutions · LAWSON · munis a tyler erp solution · ORACLE · ORACLE PeopleSoft

SAP · STRATEGIC SOLUTIONS · SKYWARD · SMART by GEP · SpendBridge

tyler technologies · unimarket · VROOZI · WinCap Marketing Center · workday.

## Get started. It's easy.

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



All rights reserved. ©2023 School Specialty, LLC
AM_41450 | 1/23

D&B Credit



# Summary

Order Reference: greg.clemens@schoolspecialty.com | Report as of: 10-12-2022 | using Currency as USD

## SCHOOL SPECIALTY, LLC

Tradestyle(s): -

ACTIVE SINGLE LOCATION

| | |
|---|---|
| Address: | W6316 Design Dr, Greenville, WI, 54942, UNITED STATES |
| Phone: | (920) 734-5712 |
| D-U-N-S: | 11-768-5814 |
| In Portfolio: | No |

| Risk of Bad Debt Write-off | Cash Flow Risk | Age of Business | Employees |
|---|---|---|---|
| 28 | 34 | 2 years | 1,136 |
| (No change since last month) | (No change since last month) | 2020 Year Started | |

## 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)**
2 years (2020)

**Named Principal**
Ryan M Bohr, CEO-PRES

**Line of Business**
Ret mail-order house

## Risk Assessment

### Overall Business Risk

LOW | LOW-MODERATE | **MODERATE** | MODERATE-HIGH | HIGH

### Maximum Credit Recommendation

US$ 500,000

### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

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

## D&B Viability Rating

### Portfolio Comparison Score

6

Low Risk (1) High Risk (9)

Company's risk level is: MODERATE

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **5.00 %**

## Risk of Bad Debt Write-off (also known as the Failure Score)

28

Low Risk (100) High Risk (1)

Company's risk level is: MODERATE-HIGH

Based on the D&B Failure Score, the probability of failure for this company in the next 12 months is **0.52 %** , which makes it a Moderate-High risk for you to incur a write-off.

Past 12 Months

## Cash Flow Risk (also known as the Delinquency Score)

34

Low Risk (100) High Risk (1)

Company's risk level is: MODERATE

Based on the D&B Delinquency Score reporting a payment behavior of **INCONSISTENT AND/OR SLOWER PAYMENTS** , this company is predicted to have a Moderate risk of a negative impact to your cash flow.

Past 12 Months

## Payment Behavior

65

Low Risk (100) High Risk (0)

Company's risk level is: LOW-MODERATE

Days Beyond Terms : **19**
Based on a D&B PAYDEX® of 65
According to the D&B PAYDEX® Score, this company paid its vendors on 19 days beyond credit terms.

Past 24 Months

## D&B Rating

Current Rating as of 03-16-2022

| Employee Size | Risk Indicator |
|---|---|

Previous Rating

| Employee Size |
|---|

**1R** : 10 employees and over

**4** : Higher than Average Risk

**1R** : 10 employees and over

## Legal Events

| Events | Occurrences | Last Filed |
|---|---|---|
| Bankruptcies | 0 | - |
| Judgements | 0 | - |
| Liens | 0 | - |
| Suits | 0 | - |
| UCC | 2 | 09-17-2020 |

## Trade Payments

### Highest Past Due

**US$ 55,000**

Highest Now Owing
**US$ 300,000**

Total Trade Experiences
**42**

Largest High Credit
**US$ 500,000**

Average High Credit
**US$ 68,482**

## Ownership

This company is a **Single Location**

## Financial Overview

This company does not have a Financial Summary.

## Country/Regional Insight

### United States

### Risk Category

LOW — Low Risk

MODERATE

HIGH — High Risk

Near-term economic outlook has deteriorated as the Fed pursues aggressive rate hikes; damage from hurricane Ian expected to disrupt business continuity in and around Florida for weeks to come.

# Risk Assessment

## D&B Guidance

### Overall Business Risk

| LOW | LOW-MODERATE | MODERATE | MODERATE-HIGH | HIGH |
|---|---|---|---|---|

### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

### Maximum Credit Recommendation

US$ 500,000

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

## D&B Viability Rating

### Portfolio Comparison Score

6

Low Risk (1) High Risk (9)

### Rating Confidence Level

**Robust Predictions** Decision Support Directional Basic

### Data Depth

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

| Level of Risk | Probability of becoming no longer viable | Percentage of businesses ranked with this score |
|---|---|---|
| **Moderate** | **5.00%** | **9.00%** |

Average probability of becoming no longer viable
**5.00%**

## Risk Of Bad Debt Write-Off (Also Known As The Failure Score)

28

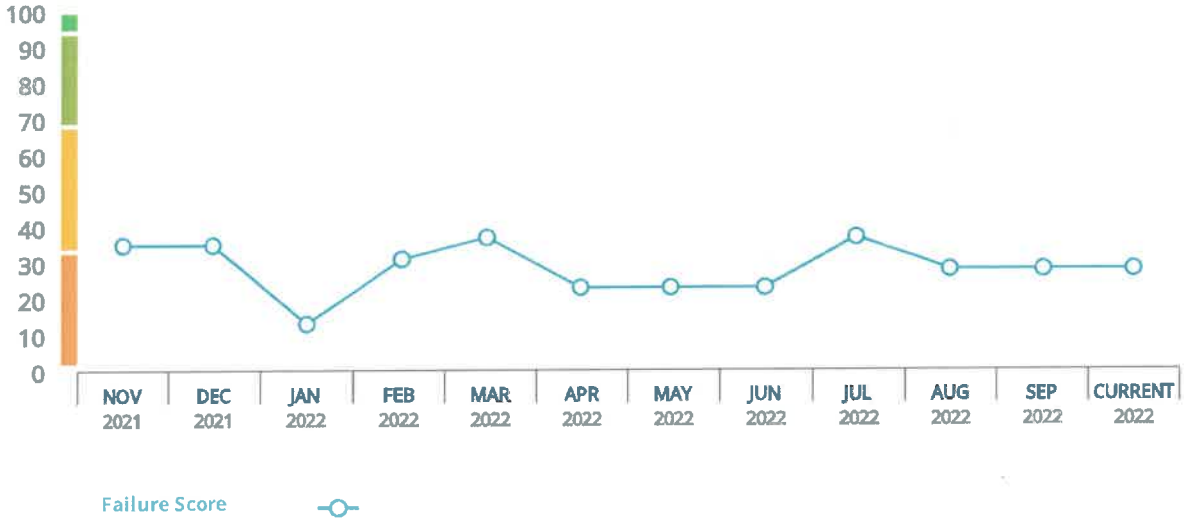
Low Risk (100) High Risk (1)

Based on a D&B Failure Score of 28

- Composite credit appraisal is rated limited
- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of past due balances to total amount owing
- Unstable Paydex over last 12 months
- Limited time under present management control

| Level of Risk | Raw Score | Probability of Failure | Average Probability of Failure for Businesses in D&B Database |
|---|---|---|---|
| Moderate-High | 1434 | 0.52% | 0.48% |

**Business and Industry Trends**




## Cash Flow Risk (Also Known As The Delinquency Score)

34

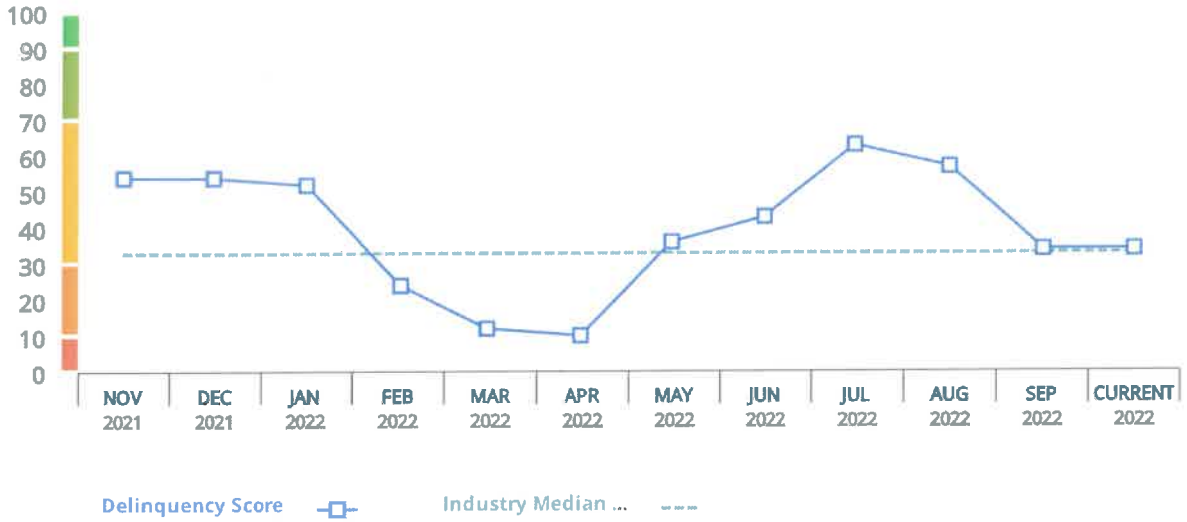
Low Risk (100) High Risk (1)

Based on a D&B Delinquency Score of 34

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

| Level of Risk | Raw Score | Probability of Delinquency | Compared to Businesses in D&B Database |
|---|---|---|---|
| Moderate | 483 | 7.67% | 10.20% |

**Business and Industry Trends**




## Payment Behavior

Based on 24 months of data

19

Low Risk

High Risk

Based on a D&B PAYDEX® of 65

Risk of Slow Pay

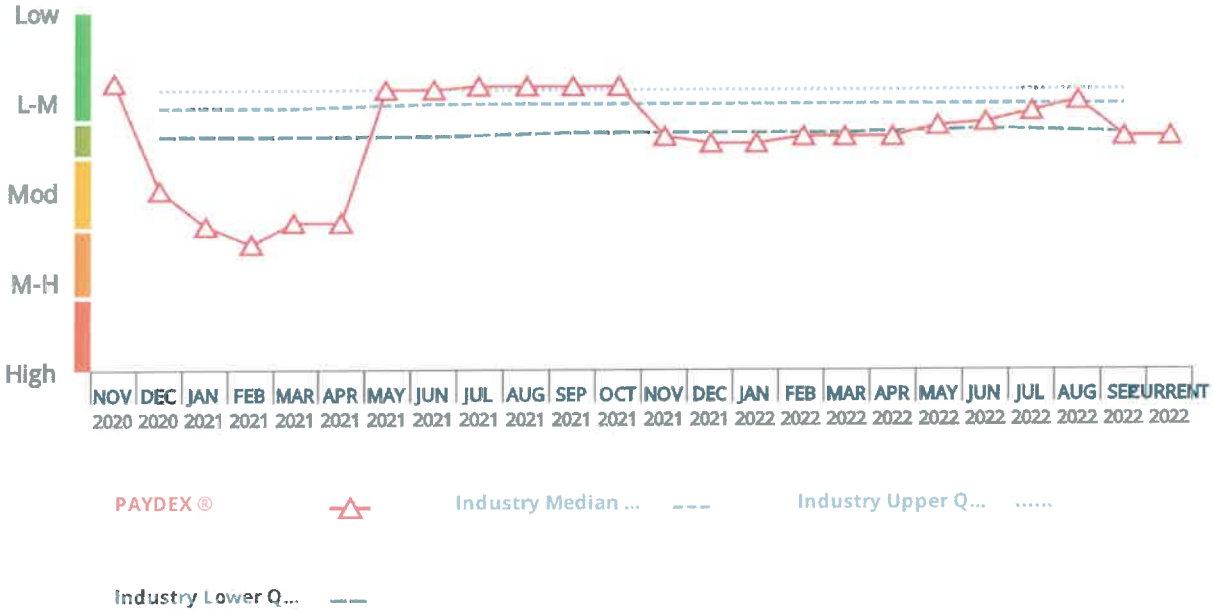
**Low-Moderate**

Payment Behavior

Days Beyond Terms: **19**

### Business and Industry Trends

5961 - Ret mail-order house




## D&B Rating

Current Rating as of 03-16-2022

| Employee Size | Risk Indicator |
|---|---|

Previous Rating

| Employee Size |
|---|

| | | |
|---|---|---|
| **1R** : 10 employees and over | **4** : Higher than Average Risk | **1R** : 10 employees and over |

## Trade Payments

### Trade Payments Summary (Based on 24 months of data)

Overall Payment Behavior
**19**
Days Beyond Terms

**Highest Now Owing:**
US$ 300,000

% of Trade Within Terms
**64%**

**Total Trade Experiences:**
42

Largest High Credit:
US$ 500,000

Average High Credit:
US$ 68,482

Highest Past Due
**US$ 55,000**

**Total Unfavorable Comments:**
0

Largest High Credit:
US$ 0

**Total Placed in Collections:**
0

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$ 60,000 | 50 |
| 15,000 - 49,999 | 3 | US$ 85,000 | 68 |
| 5,000 - 14,999 | 1 | US$ 7,500 | 100 |
| 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 (%) |
|---|---|---|---|---|---|---|---|
| 25 - Furniture and Fixtures | 1 | 300,000 | | | | | |
| 2522 - Mfg nonwd office furn | 1 | 300,000 | 50 | 50 | 0 | 0 | 0 |
| 37 - Transportation Equipment | 1 | 500 | | | | | |

| 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 (%) |
|---|---|---|---|---|---|---|---|
| 3724 - Mfg plane engine/part | 1 | 500 | 0 | 100 | 0 | 0 | 0 |
| 47 - Transportation Services | 1 | 60,000 | | | | | |
| 4731 - Arrange cargo transpt | 1 | 60,000 | 50 | 0 | 50 | 0 | 0 |
| 50 - Wholesale Trade - Durable Goods | 1 | 250 | | | | | |
| 5063 - Whol electrical equip | 1 | 250 | 100 | 0 | 0 | 0 | 0 |
| 51 - Wholesale Trade - Nondurable Goods | 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 |
| 61 - Nondepository Credit Institutions | 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 | 51 | 49 | 0 | 0 | 0 |
| 99 - Nonclassifiable Establishments | 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 |
|---|---|---|---|---|---|---|
| 09/22 | Pays Promptly | N10 | 7,500 | 5,000 | 0 | 1 |
| 09/22 | Pays Promptly | N30 | 2,500 | 0 | 0 | Between 2 and 3 Months |
| 09/22 | Pays Promptly | - | 250 | 0 | 0 | Between 6 and 12 Months |
| 09/22 | Pays Prompt to Slow 30+ | N10 | 500,000 | 55,000 | 0 | 1 |
| 09/22 | Pays Prompt to Slow 30+ | - | 300,000 | 300,000 | 55,000 | 1 |
| 09/22 | Pays Prompt to Slow 30+ | N10 | 35,000 | 15,000 | 0 | 1 |
| 09/22 | Pays Prompt to Slow 30+ | N10 | 20,000 | 250 | 0 | 1 |

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 09/22 | - | Cash account | 100 | - | - | 1 |
| 09/22 | Pays Promptly | - | 1,000 | 1,000 | 0 | 1 |
| 08/22 | Pays Slow 15+ | - | 250 | 250 | 250 | 1 |
| 08/22 | - | Cash account | 100 | - | - | 1 |
| 08/22 | - | Cash account | 50 | - | - | Between 6 and 12 Months |
| 08/22 | Pays Promptly | - | 30,000 | 15,000 | 0 | 1 |
| 07/22 | - | Cash account | 50 | - | - | 1 |
| 07/22 | - | Cash account | 50 | - | - | 1 |
| 06/22 | Pays Prompt to Slow 60+ | - | 60,000 | 20,000 | 10,000 | 1 |
| 05/22 | - | 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 |
| 04/22 | - | Cash account | 50 | - | - | 1 |
| 04/22 | - | Cash account | 50 | - | - | 1 |
| 04/22 | - | Cash account | 50 | - | - | Between 2 and 3 Months |
| 03/22 | - | Cash account | - | - | - | 1 |
| 03/22 | - | Cash account | 50 | - | - | 1 |
| 01/22 | Pays Slow 30+ | - | 500 | 500 | 500 | - |
| 12/21 | - | Cash account | 100 | - | - | Between 6 and 12 Months |
| 11/21 | - | Cash account | 100 | - | - | 1 |
| 11/21 | - | Cash account | 50 | - | - | 1 |
| 10/21 | - | Cash account | 250 | - | - | Between 6 and 12 Months |
| 10/21 | - | - | 250 | 250 | 250 | - |
| 10/21 | - | - | 50 | - | - | 1 |
| 10/21 | - | Cash account | 50 | - | - | Between 6 and 12 Months |
| 10/21 | - | Cash account | 50 | - | - | 1 |
| 08/21 | - | - | 250 | - | - | Between 4 and 5 Months |

| Date of Experience | Payment Status | Selling Terms | High Credit (US$) | Now Owes (US$) | Past Due (US$) | Months Since Last Sale |
|---|---|---|---|---|---|---|
| 08/21 | - | Cash account | 50 | - | - | 1 |
| 06/21 | - | Cash account | 50 | - | - | Between 6 and 12 Months |
| 06/21 | - | Cash account | 50 | - | - | 1 |
| 06/21 | - | Cash account | 50 | - | - | Between 2 and 3 Months |
| 05/21 | Pays Slow 30+ | - | 1,000 | 1,000 | 1,000 | - |
| 04/21 | - | Cash account | 50 | - | - | Between 6 and 12 Months |
| 02/21 | 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 |
|---|---|---|---|
| 0 | 0 | 0 | 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 |

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

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

## Special Events

There are no Special Events recorded for this business.

## 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)**
2 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: 08-17-2022

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 EVENT:.

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: 08-17-2022

#### 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%).<br><br>All sales cash. Sells to general public. |
| Employees | 1,136 which includes officer(s). 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 | - |

| SIC Codes | SIC Description | Percentage of Business |
|---|---|---|
| 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

This information may not be reproduced in whole or in part by any means of reproduction.

©Dun & Bradstreet, Inc. 2022. All rights reserved

OMNIA® PARTNERS

| | | | |
|---|---|---|---|
| Supplier Name: | School Specialty LLC | Total Sales | $280,805.54 |
| Contract Number: | NI146142 | Admin Fee % | 2.25% |
| Reporting Period: | 5/1/2023 | Total Admin Fee | $6,318.12 |

| Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1032862 | HERITAGE HEIGHTS ACADEMY | 20050 E SMOKY HILL RD | | CENTENNIAL | CO | 80015-3134 | 20230512 | 71.00 | 2.25% | 1.60 |
| | 1038064 | CHRISTINA SCHOOL DISTRICT | 1899 S COLLEGE AVE | | NEWARK | DE | 19702-2311 | 20230508 | 22.16 | 2.25% | 0.50 |
| | 1130038 | LAMMERSVILLE UNIFIED SCHOOL DISTRICT | 111 S DE ANZA BLVD | | MOUNTAIN HOUSE | CA | 95391-7900 | 20230518 | 1,182.15 | 2.25% | 26.60 |
| | 1130499 | OKALOOSA COUNTY SCHOOL DISTRICT | 120 LOWERY PL SE | | FORT WALTON BEA | FL | 32548-5595 | 20230505 | 113.28 | 2.25% | 2.55 |
| | 1131012 | MEAD SCHOOL DISTRICT 354 | 2323 E FARWELL RD | | MEAD | WA | 99021-6011 | 20230508 | 69.06 | 2.25% | 1.55 |
| | 1135036 | VIRGINIA BEACH CITY SCHOOL DISTRICT | PO BOX 6038 | | VIRGINIA BEACH | VA | 23456-0038 | 20230508 | 14.34 | 2.25% | 0.32 |
| | 1135175 | METRO NASHVILLE PUBLIC SCHOOLS | 2601 BRANSFORD AVE | | NASHVILLE | TN | 37204-2811 | 20230519 | 223.20 | 2.25% | 5.02 |
| | 1135175 | METRO NASHVILLE PUBLIC SCHOOLS | 2601 BRANSFORD AVE | | NASHVILLE | TN | 37204-2811 | 20230518 | 269.67 | 2.25% | 6.07 |
| | 1135175 | METRO NASHVILLE PUBLIC SCHOOLS | 2601 BRANSFORD AVE | | NASHVILLE | TN | 37204-2811 | 20230508 | 3,262.50 | 2.25% | 73.41 |
| | 1139456 | PORTERVILLE UNIFIED SCHOOL DISTRICT | 600 W GRAND AVE | | PORTERVILLE | CA | 93257-2029 | 20230505 | 239.48 | 2.25% | 5.39 |
| | 1144595 | SANGER UNIFIED SCHOOL DISTRICT | 1905 7TH ST | | SANGER | CA | 93657-2897 | 20230517 | 3.70 | 2.25% | 0.08 |
| | 1145343 | SOUTH ST PAUL SCHOOL DISTRICT 6 | 104 5TH AVE S | | SOUTH SAINT PAUL | MN | 55075-2332 | 20230517 | 5.71 | 2.25% | 0.13 |
| | 1145343 | SOUTH ST PAUL SCHOOL DISTRICT 6 | 104 5TH AVE S | | SOUTH SAINT PAUL | MN | 55075-2332 | 20230531 | 12.08 | 2.25% | 0.27 |
| | 1146093 | URSULINE ACADEMY | 4900 WALNUT HILL LN | | DALLAS | TX | 75229-6599 | 20230526 | 173.25 | 2.25% | 3.90 |
| | 1147972 | IRVING INDEPENDENT SCHOOL DISTRICT | PO BOX 152637 | | IRVING | TX | 75015-2637 | 20230505 | 532.22 | 2.25% | 11.97 |
| | 1147972 | IRVING INDEPENDENT SCHOOL DISTRICT | PO BOX 152637 | | IRVING | TX | 75015-2637 | 20230516 | 170.90 | 2.25% | 3.85 |
| | 1148097 | ORANGE COUNTY PUBLIC SCHOOLS | PO BOX 4984 | | ORLANDO | FL | 32802-4984 | 20230509 | 155.73 | 2.25% | 3.50 |
| | 1148135 | PROSPER INDEPENDENT SCHL DIST | 605 E 7TH ST | | PROSPER | TX | 75078-2545 | 20230524 | 39.36 | 2.25% | 0.89 |
| | 1148632 | LINCOLN PUBLIC SCHOOLS | PO BOX 82889 | | LINCOLN | NE | 68501-2889 | 20230508 | 334.25 | 2.25% | 7.52 |
| | 1163168 | FONTANA UNIFIED SCHOOL DISTRICT | 9680 CITRUS AVE | | FONTANA | CA | 92335-5571 | 20230502 | 12.73 | 2.25% | 0.29 |
| | 1181020 | SPRING BRANCH INDPNDNT SCHL DIST | PO BOX 19432 | | HOUSTON | TX | 77224-9432 | 20230504 | 405.00 | 2.25% | 9.11 |
| | 1181035 | ROCKWALL INDEPENDENT SCHOOL DIST | 1050 WILLIAMS ST | | ROCKWALL | TX | 75087-2600 | 20230503 | 36.10 | 2.25% | 0.81 |
| | 1181227 | COMAL INDPNDNT SCHOOL DISTRICT | 1404 N INTERSTATE 35 | | NEW BRAUNFELS | TX | 78130-2817 | 20230516 | 38.19 | 2.25% | 0.86 |
| | 1181512 | TERRELL INDEPENDENT SCHOOL DIST | 700 N CATHERINE ST | | TERRELL | TX | 75160-2161 | 20230517 | 9,946.00 | 2.25% | 223.79 |
| | 1181567 | SAN BENITO CONS INDPNDNT SCHL DIST | 240 N CROCKETT ST | | SAN BENITO | TX | 78586-4608 | 20230502 | 103.35 | 2.25% | 2.33 |
| | 2507245 | ARDMORE CITY SCHOOLS | PO BOX 1709 | | ARDMORE | OK | 73402-1709 | 20230522 | 189.98 | 2.25% | 4.27 |
| | 2507527 | HICKMAN MILLS C-1 SCHOOL DISTRICT | 5401 E 103RD ST | | KANSAS CITY | MO | 64137-1365 | 20230524 | 65.77 | 2.25% | 1.48 |
| | 2507891 | BRAINERD SCHOOL DISTRICT 181 | 804 OAK ST | | BRAINERD | MN | 56401-3755 | 20230505 | 600.92 | 2.25% | 13.52 |
| | 2508606 | CHAPEL HILL-CARRBORO CITY S D | 750 S MERRITT MILL RD | | CHAPEL HILL | NC | 27516-2878 | 20230510 | 21.66 | 2.25% | 0.49 |
| | 2508606 | CHAPEL HILL-CARRBORO CITY S D | 750 S MERRITT MILL RD | | CHAPEL HILL | NC | 27516-2878 | 20230509 | 83.00 | 2.25% | 1.87 |
| | 2508606 | CHAPEL HILL-CARRBORO CITY S D | 750 S MERRITT MILL RD | | CHAPEL HILL | NC | 27516-2878 | 20230511 | 650.19 | 2.25% | 14.63 |
| | 2508606 | CHAPEL HILL-CARRBORO CITY S D | 750 S MERRITT MILL RD | | CHAPEL HILL | NC | 27516-2878 | 20230516 | 104.91 | 2.25% | 2.36 |
| | 2508606 | CHAPEL HILL-CARRBORO CITY S D | 750 S MERRITT MILL RD | | CHAPEL HILL | NC | 27516-2878 | 20230523 | 10.26 | 2.25% | 0.23 |
| | 2510741 | COLLEGE STATION INDPNDT SCHL DIST | 1812 WELSH AVE | | COLLEGE STATION | TX | 77840-4800 | 20230530 | 18.96 | 2.25% | 0.43 |
| | 2510741 | COLLEGE STATION INDPNDT SCHL DIST | 1812 WELSH AVE | | COLLEGE STATION | TX | 77840-4800 | 20230515 | 9.55 | 2.25% | 0.21 |
| | 2510910 | CONEJO VALLEY UNIFIED SCHOOL DIST | 750 MITCHELL RD | | NEWBURY PARK | CA | 91320-2213 | 20230531 | 60.75 | 2.25% | 1.37 |
| | 2511010 | CORVALLIS SCHOOL DISTRICT 509 J | PO BOX 3509J | | CORVALLIS | OR | 97339-3500 | 20230501 | 116.97 | 2.25% | 2.63 |
| | 2511754 | INDEPENDENT SCHOOL DISTRICT 709 | 4316 RICE LAKE RD | | DULUTH | MN | 55811-4012 | 20230518 | 14.94 | 2.25% | 0.34 |
| | 2511754 | INDEPENDENT SCHOOL DISTRICT 709 | 4316 RICE LAKE RD | | DULUTH | MN | 55811-4012 | 20230503 | 5.58 | 2.25% | 0.13 |
| | 2512399 | FORT BEND INDEPENDENT SCHL DIST | PO BOX 1004 | | SUGAR LAND | TX | 77487-1004 | 20230501 | 306.00 | 2.25% | 6.89 |
| | 2514104 | JUDSON INDEPENDENT SCHOOL DST | 8012 SHIN OAK DR | | LIVE OAK | TX | 78233-2413 | 20230525 | 398.30 | 2.25% | 8.96 |
| | 2515586 | MIDDLETON CROSS PLAINS AREA SD | 7106 SOUTH AVE | | MIDDLETON | WI | 53562-3299 | 20230525 | 69.00 | 2.25% | 1.55 |
| | 2515744 | MONROE COUNTY SCHOOL DISTRICT | 241 TRUMBO RD | | KEY WEST | FL | 33040-6684 | 20230501 | 157.85 | 2.25% | 3.55 |
| | 2516428 | NORTHSIDE ISD | 5900 EVERS RD | | SAN ANTONIO | TX | 78238-1699 | 20230501 | 4.80 | 2.25% | 0.11 |
| | 2517497 | PROVIDENCE SCHOOL DISTRICT | 797 WESTMINSTER ST | | PROVIDENCE | RI | 02903-4045 | 20230501 | 79.80 | 2.25% | 1.80 |

School Specialty.
TRANSFORMING MORE THAN CLASSROOMS®

Green Business Bureau PLATINUM

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

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

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

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

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

Catalog Marketing, Distribution & Circulation:

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

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

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

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

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

Office and Distribution Center Operations

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

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

Merchandising

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

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

This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis.

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

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

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

Ohio | Department of Development

Mike DeWine
Jon Husted

Lydia L. Mihalik

12/13/2022

BARKEY CLARKE
Corporate Metrics of Ohio
2988 North High St., Suite A
Columbus, OH 43202

Certification Number: **MBE-221910**
Effective Dates: **12/13/2022** through **12/13/2024**

Dear BARKEY CLARKE:

The Ohio Department of Development, Minority Business Development Division(MBDD) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. The Ohio Department of Development, Minority Business Development Division is pleased to inform you that Corporate Metrics of Ohio has been certified by MBDD as a MBE Business Enterprise.

The Ohio Department of Development, Minority Business Development Division has determined that Corporate Metrics of Ohio satisfactorily meets the requirements set forth in Section 123:2-14 of Administrative Code as is required for participation in the MBE program. This certification letter shall serve as the state's official certification.

This letter also acknowledges that Corporate Metrics of Ohio has been categorized under the Goods and Services category for MBE program participation and has demonstrated capability for a period of at least one -year in the following UNSPS code(s):

| | | |
|---|---|---|
| 1. | 30162400 | Partition walls |
| 2. | 30171500 | Doors |
| 3. | 44111500 | Organizers and accessories |
| 4. | 44111900 | Boards |
| 5. | 56101500 | Furniture |
| 6. | 56101600 | Outdoor furniture |
| 7. | 56101700 | Office furniture |
| 8. | 56101900 | General furniture parts and accessories |
| 9. | 56111500 | Workstations and office packages |
| 10. | 56111800 | Freestanding furniture |
| 11. | 56111900 | Industrial furniture |
| 12. | 56112000 | Computer support furniture |
| 13. | 56112100 | Seating |
| 14. | 56112200 | Desking systems |
| 15. | 56112300 | Auditorium or stadium or special use seating parts and accessories |
| 16. | 56121000 | Library furnishings |
| 17. | 56121400 | Cafeteria and lunchroom furnishings |
| 18. | 56121500 | General classroom furnishings |
| 19. | 56122000 | Laboratory furniture |
| 20. | 80101500 | Business and corporate management consultation services |
| 21. | 80141600 | Sales and business promotion activities |

NOTE: Corporate Metrics of Ohio is required to inform MBDD in writing (letter or email) within 30 days of the occurrence of any material change(s). A material change is defined as: any change in circumstances

affecting the business or the at least 51 percent eligible owner(s); including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any material change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to MBDD of any changes to the company's name, business address, Email address, telephone numbers, principal products/service or other basic contact and commercial activity information. For additional information, please refer to Ohio Administrative Code 123:2-14-01, 123:2-14-02, and 123:2-14-07.

Failure to notify MBDD of any material change is cause for revocation of Corporate Metrics of Ohio's MBE certification.

Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for MBDD's review relative to the Corporate Metrics of Ohio's eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact MBDD at 614-466-8380.

Sincerely,

Monica L. Womack
Interim Chief
Minority Business Development Division

Ohio | Department of Development

Mike DeWine
Jon Husted

Lydia L. Mihalik

12/13/2022

BARKEY CLARKE
Corporate Metrics of Ohio
2988 North High St., Suite A
Columbus, OH 43202

Certification Number: **EDGE-221813**
Effective Dates: **12/13/2022** through **12/13/2024**

Dear BARKEY CLARKE:

The Ohio Department of Development, Minority Business Development Division(MBDD) has reviewed your business's application to obtain certification as an Encouraging Diversity Growth and Equal Business Enterprise (EDGE) in Ohio. The Ohio Department of Development, Minority Business Development Division(MBDD) is pleased to inform you that Corporate Metrics of Ohio has been certified by MBDD as an EDGE Business Enterprise.

The Ohio Development, Minority Business Development Division(MBDD) has determined that Corporate Metrics of Ohio satisfactorily meets the requirements set forth in Section 123:2-14 of the Ohio Administrative Code as is required for participation in the EDGE program. This certification letter shall serve as the state's official certification.

This letter also acknowledges that Corporate Metrics of Ohio has been categorized under the Goods and Services category for EDGE program participation.

NOTE: Corporate Metrics of Ohio is required to inform MBDD in writing (letter or email) within 30 days of the occurrence of any material change(s). A material change is defined as: any change in circumstances affecting the business or the at least 51 percent eligible owner(s); including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any material change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to MBDD of any changes to the company's name, business address, Email address, telephone numbers, principal products/service or other basic contact and commercial activity information. For additional information, please refer to Ohio Administrative Code 123:2-14-01, 123:2-14-02, and 123:2-14-07.

Failure to notify MBDD of any material change is cause for revocation of Corporate Metrics of Ohio's EDGE certification.

Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for MBDD's review relative to the Corporate Metrics of Ohio's eligibility for continued participation in the EDGE program.

If you need any assistance or have questions about the EDGE program, please contact MBDD at 614-466-8380.

Sincerely,

Monica L. Womack
Chief
Minority Business Development Division

THIS CERTIFIES THAT

# Corporate Metrics of Ohio

dba Corporate Metrics of Ohio

NMSDC
National Minority Supplier Development Council

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

*NAICS Code(s): 541611; 423210; 541890

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

02/24/2023

**Issued Date**

CN19553

**Certificate Number**

02/28/2024

**Expiration Date**

**Ying McGuire**
**NMSDC CEO and President**

**George Simms, President & CEO**

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

Certify. Develop. Connect. Advocate.

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

# Everything we offer is designed for one purpose.

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

School Specialty®

TRANSFORMING MORE THAN CLASSROOMS®

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

## LEARNING ENVIRONMENTS

projects by design

**No-Cost Design through Installation**

A single source for products, design, and project management enabling one P.O. for an entire project. Plus, training on educational trends and methods, too.

21ST CENTURY Safe School

**Safety & Security Products**

Effective answers for your every safety need: first aid kits, classroom safety, emergency response, surveillance, air purification and filtration.

CLASSROOM SELECT

**School and Classroom Furniture**

A full line of furniture solutions—from contemporary to traditional, seating to storage—designed to help you create future-ready spaces.

CHILDCRAFT

**Early Childhood Resources & Furniture**

Everything we make, from quality furniture to innovative STEAM products, is designed to invite discovery and help transform early learners into passionate learners.

CALIFONE

**Educational Technology**

On the leading edge of technology since 1946, for educational technology solutions, easy-to-use interactive displays, headphones, tech storage, and more.

School Specialty | FLAGHOUSE

KITS for kidz

## EDUCATION ESSENTIALS

Sax

**Art Supplies and Resources**

Affordable quality arts & crafts supplies for K–12, from construction paper and colored pencils to kilns and potter's wheels.

FREY scientific

**Science Supplies and Resources**

Support for scientific learning: science ed products, lab equipment and supplies, and STEM solutions for elementary, middle, and high schools.

SCHOOL SMART

**Classroom, Office, & Facility Supplies**

A vast array of classroom, office, and general supplies offering consistently high quality at affordable prices.

SPORTIME.

**Physical Education, Health & Wellness**

From running to yoga, games to team sports, all the essentials to help every student enjoy physical activity and the benefits that come with it.

Abilitations

**Special Needs Resources**

Our comprehensive assortment supports the individual needs of students and the therapists, educators, and families who support them.

All rights reserved. ©2021 School Specialty, LLC 20974965 | 12/21

# Tab 4 - Qualification and Experience

**c) Qualification and Experience**

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe how Offeror ensures contract compliance.
iii. What measures does Offeror take to ensure all products are authentic and not counterfeit?
iv. Describe Offeror s reputation in the marketplace.
v. Describe Offeror s reputation of products and services in the marketplace.
vi. Describe the experience and qualification of key employees.
vii. Describe Offeror s experience working with the government sector.
viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
ix. Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
x. Provide any additional information relevant to this section.

# School Specialty Response to Tab 4 Qualification and Experience

c) Qualification and Experience

i. School Specialty, LLC. (SSL) is a leading provider of educational products and services to the Pre-K- 12th grade market in the U.S. and Canada. The company designs, manufactures and distributes a broad assortment of furniture & equipment, educational technology, general and specialty classroom supplies, facility supplies, safety and security products, and core and supplemental curriculum for science. These include trusted national brands, as well as well-recognized proprietary brands, like Sax art products, Childcraft furniture and Sportime physical education equipment. School Specialty also provides expert guidance, design services and professional development within the categories we support. At its core, School Specialty is a purpose-driven organization. Everything offered, from crayons to curriculum to complete learning environments, is designed to support educators, raise student outcomes and ultimately, transform more than classrooms.

SSL was established in 1959 and located in Greenville, WI at the following address:

Corporate office location:
W6316 Design Drive
Greenville, WI 54942

ii. SSL has assigned account managers for each customer qualified to the Omnia agreements. Upon award, School Specialty will require all account managers to attend further training on the new terms and conditions of the current Omnia contracts. These Account Managers will have a deep understanding of this agreement and will not sell products or services that are not on the contract.

Internally, SSL has adopted an improvement culture that gives infinite attention to establishing work flow, eliminating waste and adding value. Our goal is to partner with Omnia, our vendor community and school districts to make systemic improvements that eliminate waste and sources of waste. This continuous improvement culture helps insure School Specialty will always have the best tools and resources in place to remain compliant to all the terms and conditions of all contractual agreements.

Marketing, Merchandising, Sales, Customer Service and the Bids and Contracts team are required to meet on a regular basis to review the adopted improvement value streams that are tied to our contractual agreements.

iii. SSL buys direct from the manufacturer and not a 3rd party wholesaler or diverter. This ensures we are buying the branded items that we call out in our catalogs and website and do not risk any substitution of other product.

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

# School Specialty Response to Tab 4 Qualification and Experience

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.

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

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 satisfaction.

# School Specialty Response to Tab 4 Qualification and Experience

vi.

a) **VP, Business Development – Greg Harbaugh** greg.harbaugh@schoolspecialty.com

Greg has over 30 years of experience working in the education market managing and designing national, state and regional co-op contracts. He is also responsible for RFPs from qualification to composition and implementation. Greg has also received Region of the Year award for highest growth percentage.

b) **Director of Coops & Contracts – Belkys Quintana** belkys.quintana@schoolspecialty.com

Belkys has over 25 years of experience in contract sales in two key markets, hospitality, and K-12 education. During her time working with hospitality contracts, she primarily focused on contract management and sales. She brought this experience to School Specialty six years ago and has focused on SSL's Contract relationships. Belkys is the Director of Contracts & Co-ops for the Western half of the country and works closely with our Sales and Bids teams to strategically align our contract offerings with sales objectives.

c) **Director of Coops & Contracts – Helen Schleis** helen.schleis@schoolspecialty.com

Helen has over 20 years of experience in the K-12 education market in various capacities. She has worked in marketing, merchandising and sales and has spent the last ten years focused on School Specialty's Contract relationships. Helen is the Director of Contracts & Co-ops for the Eastern half of the country and works closely with our Sales and Bids teams to strategically align our contract offerings with sales objectives.

d) **Financial Reporting- Sherri Kremers** sherri.kremers@schoolspecialty.com

Sherri is responsible for all financial reporting. She can run sales reports on a monthly or quarterly basis. She then will assess any administration fees due to our partners and make sure checks and sales reports are sent out in a timely manner.

e) **Manager – Bids – Sarah Peterson** sarah.peterson@schoolspecialty.com

Sarah has over 10 years of experience working directly with school districts and lead agencies for contractual agreements. She along with SSL's dedicated Bids and Contracts team respond to RFPs and systemically implement awarded pricing to ensure accurate reporting and customer service/invoicing.

# School Specialty Response to Tab 4 Qualification and Experience

vii. SSL has developed a relationship with the Department of Justice. We currently have a 5-year curriculum contract where we are providing additional supplies and equipment. We are servicing multiple ship to points throughout the country for this government contract.

viii. **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.

**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, B 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 21st, 2018, Lori Zolman filed a lawsuit against School Specialty for various claims related to wrongful termination. The lawsuit was resolved by way of a confidential settlement agreement.

- Coding Technologies, LLC v. School Specialty, Inc. On May 5th, 2018, School Specialty received a summons and copy of a lawsuit filed in the United States District Court for the District of Delaware.

The lawsuit is for patent infringement, regarding the use of QR codes in School Specialty catalogs. The lawsuit was resolved by way of a confidential settlement agreement.

- Carol Bailey vs. Saddleback Valley Unified School District, School Specialty, Inc. and Balfour Beatty Construction, LLC in the Superior Court, County of Orange, State of California, Court Action 30-2016-00866602-CU-PO-CJC. An invitee to a High School social function was injured on a concrete locker "mat". School Specialty was contracted to move lockers to an adjacent area. This matter was resolved by way of a confidential settlement agreement.
- Renner v. Artcobell et al. Civil Action No.: 3:15-cv-01646-JCH. On November 10th, 2015, Keri Ann Renner filed a lawsuit against School Specialty and Artcobell/Midwest Folding, for an injury allegedly caused by a defective cafeteria table that was sold by School Specialty and manufactured by Artcobell/Midwest folding. This is an insured claim. The parties entered into a confidential settlement agreement.
- Sanders v. Lobar, Inc., et al. This lawsuit alleges that the defendants maintaining control of the safety at the construction site for Maple Manor Elementary/Middle School in Hazleton Pennsylvania did so improperly as to cause an injury to a business invitee on steel rebar. School Specialty was contracted to provide furniture for the finished classrooms and currently believes it was included in this lawsuit because all contracted parties were named as defendants. The complaint was served on October 6th, 2016. School Specialty was dismissed from this claim with no liability.
- Doyle Bruce, etc., vs. School Specialty, Inc., etc., et al., Fresno County - Superior Court, CA, Filed February 2, 2017 - Case # 17CECG00364. Mr. Bruce was let go in November of 2016 as part of SSI's sales restructuring. Mr. Bruce was a sales representative in Fresno CA. Mr. Bruce 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.

ix. References:

Board of Education of the City of Chicago
Contact: Demetra Knowles
Ph # 773-553-2929
Email: dknowles@cps.edu
Chicago, IL
Serviced by providing products and services related to K-12.
Annual Volume: $9,473,322

# School Specialty Response to Tab 4 Qualification and Experience

Detroit Public Schools Community District
Contact: Sabrina Gujarl
Ph # 313-873-3176
Email: sabrina.gujral@detroitk12.org
Detroit, MI
Serviced many years providing school supplies and equipment.
Annual Volume: $2,059,529

Houston ISD
Contact: Wanda Pleasant
Ph # 713-556-6547
Email: wpleasan@houstonisd.org
Houston, TX
Serviced by providing products and services related to K-12.
Annual Volume: $5,273,703

Aldine Independent School District
Contact: Kaileigh Newman
Ph # 281-985-6421
Email: karosplohowki@aldineisd.org
Aldine, TX
Serviced many years providing school supplies and equipment.
Annual Volume: $760,442,252

School District of Philadelphia
Contact: Throne Cropper
Ph # 215-400-5022
Email: tcropper@philasd.org
Philadelphia, PA
Serviced by providing products and services related to K-12.
Annual Volume: $8,526,933

x. No other information is relevant to this section.

# Tab 5 - Value Add

**d) Value Add**

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

ii. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Robert:

School Specialty, LLC would like to update the rebate verbiage on our value-add section on our response for bid # 23-03 Educational School Supplies.

Submitted verbiage:

i School Specialty is offering a volume rebate paid back to the end user. We reserve the right to negotiate any growth revenue incentives per district opportunity under the Educational School Supplies contract and the Furniture, Installation and Related Services contract at any point during the contract duration. We reserve the right to modify or discontinue the volume rebate incentive at our discretion.

Volume Rebate:

| Tier Level | Sales From: | Sales To: | Rebate% |
|---|---|---|---|
| - | $0.00 | $99,999.00 | 0% |
| Tier 1 | $100,000.00 | $499,999.00 | 2% |
| Tier 2 | $500,000.00 | $999,999.00 | 3% |
| Tier 3 | $1,000,000.00 | ++++++++ | 4% |

Updated verbiage:

i School Specialty is offering a volume rebate paid back to the end user. We reserve the right to negotiate any growth revenue incentives per district opportunity under the Educational School Supplies contract at any point during the contract duration. We reserve the right to modify or discontinue the volume rebate incentive at our discretion. The rebate will apply to supply items only.

Volume Rebate:

| Tier Level | Sales From: | Sales To: | Rebate% |
|---|---|---|---|
| - | $0.00 | $99,999.00 | 0% |
| Tier 1 | $100,000.00 | $499,999.00 | 2% |
| Tier 2 | $500,000.00 | $999,999.00 | 3% |
| Tier 3 | $1,000,000.00 | ++++++++ | 4% |

Thank you for your consideration,

Sarah Peterson
Assistant Secretary

# School Specialty Response to Tab 5 Value Add

- School Specialty will extend the same terms and conditions of this contract to Omnia customers who have logged into their respective schoolspecialty.com 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 retains the ability to offer Free Freight in lieu of the volume rebate on a customer-by-customer basis to customers that qualify for the rebate.

- 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.

- School Specialty is offering a volume rebate paid back to the end user. We reserve the right to negotiate any growth revenue incentives per district opportunity under the Educational School Supplies contract and the Furniture, Installation and Related Services contract at any point during the contract duration. We reserve the right to modify or discontinue the volume rebate incentive at our discretion.

  Volume Rebate:

| Tier Level | Sales From: | Sales To: | Rebate% |
|---|---|---|---|
| - | $0.00 | $99,999.00 | 0% |
| Tier 1 | $100,000.00 | $499,999.00 | 2% |
| Tier 2 | $500,000.00 | $999,999.00 | 3% |
| Tier 3 | $1,000,000.00 | ++++++++ | 4% |

- 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 Response to Tab 5 Value Add

- 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.

- Kitz for Kids and Flaghouse were acquired by School Specialty, LLC. Please see the attached press releases. Kits for Kidz and Flaghouse items are included in our catalog file to be added to this contract.

# Make the most of your funding. **Shop School Specialty.**

School Specialty

Education funding is vital to help address the many needs and priorities of schools today. Finding the best solutions to meet your goals can help ensure those funds and grants will make the greatest impact.

LITERACY

MATH

EXTENDED LEARNING

LEARNING ENVIRONMENTS

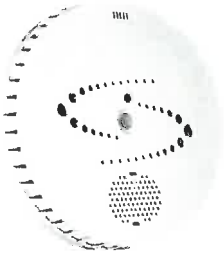
SOCIAL & EMOTIONAL LEARNING

SUPPLEMENTAL ACTIVITIES

LITERACY

MATH

SPECIAL NEEDS



HEALTH & SAFETY

FAMILY ENGAGEMENT

EARLY CHILDHOOD

Visit Select.SchoolSpecialty.com/funding to shop our full assortment.



All rights reserved. ©2023 School Specialty, LLC
AM_181561 | 6/23

**School Specialty Acquires SchoolKidz to Make Supply Kitting Solutions More Accessible for Education and Non-Profit Use**

***SchoolKidz offers two successful programs – Teacher Tailored and Kits for Kidz -- for access to custom school supplies, backpacks and personal wellness bundles***

November 02, 2022 05:45 PM Eastern Daylight Time

CHICAGO--(BUSINESS WIRE)--School Specialty, LLC., a leading provider of learning environments, supplies and curriculum materials for the pre K-12 education market, has acquired Chicago-based SchoolKidz, a provider of school supply kitting solutions for elementary and middle school students, typically in partnership with parent-teacher (PTO/PTA) and charitable organizations. The transaction enables School Specialty to make the SchoolKidz brand of education and wellness kits more accessible to school children throughout the nation. "The acquisition of SchoolKidz enables us to significantly expand our support of students and educators across the country."

Since 1995, SchoolKidz has sourced, assembled and marketed kits consisting of school and personal care supplies, serving more than 500,000 students in 2022. As a result of the acquisition, SchoolKidz is now operating under the School Specialty umbrella. According to School Specialty, the experience for existing customers is expected to remain seamless. School Specialty President and CEO Ryan Bohr stated, "The acquisition of SchoolKidz enables us to significantly expand our support of students and educators across the country." He continued, "Our customers are faced with unprecedented staffing and operational challenges and have a greater need for efficient, bundled solutions than ever before. This acquisition directly enhances our ability to provide simplified solutions to educators and further their efforts to achieve greater equity and accessibility to the students who need it most." President of SchoolKidz, Jim Mulder added, "At SchoolKidz, we have worked hard to drive engagement and enhance our product offering and now we have a significantly larger platform to continue these efforts. School Specialty has unmatched school relationships along with an extensive product portfolio comprised of proprietary and leading national brands that will enable us to greatly increase what we can offer to schools and non-profit organizations."

**About the SchoolKidz Programs**

SchoolKidz offers two primary programs:

- **Teacher Tailored:** The School Kidz Teacher Tailored Program has provided millions of school supply kits to parents and serviced thousands of schools nationwide for the past 25 years. This team works with Parent Teacher Organizations/Associations (PTO/PTA) to develop customized lists of school supplies, then sources the products, and assembles them into branded kit boxes for students. This program simplifies the back-to-school supply process for parents, while fundraising for the schools.
- **Kits for Kidz:** Serves school districts as well as an array of non-profit organizations, including care agencies, faith-based organizations, and relief groups. Organizations select Kits for Kidz to help provide essential items for both educational and humanitarian purposes, such as school supplies, hygiene products and clothing for the children they serve.

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

Contacts
Traci Schaefer
TLS Communications, Inc.
630-269-4567
tschaefer@tlscommunications.com

School Specialty.
TRANSFORMING MORE THAN CLASSROOMS®

School Specialty Acquires FlagHouse to Better Serve Physical Education, Special Needs and Sensory Room markets in the US and Canada.

FlagHouse will broaden the School Specialty product portfolio and extend the reach of its solutions.

Greenville, WI, March 3, 2023
Contact: evelyn@strategygroupagency.com

School Specialty, LLC., a leading provider of learning environments and supplies for the preK-12 education market, has acquired FlagHouse, Inc., a trusted provider of equipment and programs serving physical education, recreation, special needs therapy, and healthcare customers. The transaction enhances School Specialty's ability to provide comprehensive physical education and special needs solutions to schools, expands its reach into non-education markets and strengthens its presence in Canada.

FlagHouse is a global distributor of physical education, special needs, and multisensory products. Rompa, Ltd, a wholly owned subsidiary, develops and manufactures a broad offering of sensory room products under the highly regarded Snoezelen brand.

As a result of the acquisition, FlagHouse is now operating under the School Specialty umbrella and will relocate fulfillment center operations to School Specialty's facilities in Ohio and Wisconsin. According to School Specialty, the experience for existing customers is expected to remain seamless.

School Specialty President and CEO Ryan Bohr stated, "The acquisition of FlagHouse will strengthen the unique value proposition we provide to our customers. We have long understood that physical education and recreation are critical to overall health and wellness, particularly for individuals with special needs. We are pleased to be able to offer quality solutions and add a trusted brand to our offering. Additionally, research continues to demonstrate the value of sensory products and sensory spaces. This acquisition will afford us a full line of proprietary sensory products and space design expertise, enhancing not just our offering, but people's lives."

Co-owner and CEO of FlagHouse, George Carmel added, "The FlagHouse brand has a 69-year reputation for quality and service. Finding a partner who is equally committed to offering solutions that enrich lives was critical to us. We have found that partner in School Specialty and look forward to combining and optimizing our respective product assortments for even greater benefit to our customers."

W6316 Design Drive • Greenville, WI 54942
P.O. Box 1579 • Appleton, WI 54912-1579
Ph: 888-388-3224 • Fax: 888-388-6344 • SchoolSpecialty.com

School Specialty.

TRANSFORMING MORE THAN CLASSROOMS®

## About FlagHouse

FlagHouse is a provider of equipment and programs serving physical education, recreation, special need therapy and healthcare customers. The Company was founded in 1954 and has evolved from a small NY-based school spirit products distributor to a fully integrated global distributor of physical education and multisensory products. FlagHouse Canada was launched in 1992 and operates from an office in the greater Toronto area. In 2000, FlagHouse acquired Rompa, Ltd located in the UK. Rompa develops and manufactures a broad offering of sensory room products under the highly regarded Snoezelen brand.

## About School Specialty, LLC

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

W6316 Design Drive • Greenville, WI 54942
P.O. Box 1579 • Appleton, WI 54912-1579
Ph: 888-388-3224 • Fax: 888-388-6344 • SchoolSpecialty.com

# Frequently Asked Questions

**Are FlagHouse and School Specialty now one company?**

Yes. School Specialty, LLC, a leading provider of learning environments and supplies for the preK-12 education market, has acquired FlagHouse, Inc. FlagHouse will now move forward as a subsidiary of School Specialty, LLC, continuing its role as a trusted provider of equipment and programs serving physical education, recreation, special needs therapy, and healthcare customers. And the FlagHouse subsidiary Rompa, Ltd. will keep offering its highly regarded Snoezelen brand of products for sensory rooms.

**Why have FlagHouse and School Specialty decided to come together?**

Our offerings fit so well together that we're excited to bring a wider selection of products to both companies' customers. School Specialty has long been a leading provider of learning environments and supplies for educators in grades PreK-12. FlagHouse, Inc. has been a trusted provider of equipment and programs serving physical education, recreation, special needs therapy, and healthcare customers. With this move, School Specialty will be more able to provide comprehensive physical education and special needs solutions to schools, expand its reach into non-education markets, and strengthen its presence in Canada. And FlagHouse customers will now have access to School Specialty's selection of over 100,000 products.

## ORDERS

**Where is my FlagHouse Order?**

As we combine the product lines, processes, and systems of FlagHouse and School Specialty, some orders are experiencing longer lead times than usual. Your order is being reviewed, and you will receive an order confirmation email from School Specialty once we get the issue resolved.

We're committed to bringing you a more seamless shopping experience, and we promise that we are addressing these challenges. Meanwhile, we apologize for any inconvenience this may have caused you.

If you need to contact Customer Care about your FlagHouse order, please email CustomerCare@SchoolSpecialty.com and note that your order was placed through FlagHouse.

Thank you for being a valued customer of FlagHouse and School Specialty.

## PRICING

**Will you honor my contracted pricing with School Specialty/FlagHouse?**

Yes! Now that you are a School Specialty customer, your contract pricing will be honored. FlagHouse customers are being transitioned to one unified pricing structure.

## INVOICING AND BILLING

**Will my FlagHouse invoicing or billing change now that School Specialty owns FlagHouse?**

Effective immediately, please update your accounts payable information, or contact your bank to update our address for payments. Please make sure you update your accounts payable systems with this new information. If you use online banking and/or have your bank generate your payments, please update the address for these payments with your bank.

**US Customers**

We will be transitioning from FlagHouse Inc. (FEIN# 13-1809948) to School Specialty, LLC (FEIN# 85-2162684).

Tax ID:
School Specialty, LLC (FEIN# 85-2162684)

NEW ACH/Wires Bank Information:
Account Number: 8026473435
ABA (Routing) Number for ACH/Wires: 031207607
Account Type: Checking Account
Depositor Account Title: School Specialty, LLC
International SWIFT code: PNCCUS33
Remittance email: arrequests@schoolspecialty.com

NEW Payment Remit to Lockbox:
School Specialty, LLC
PO Box 825640
Philadelphia, PA 19182-5640

**Canada Customers**

We will be transitioning from FlagHouse Inc. (GST # 133046763 RT0001) to School Specialty Canada, LTD (GST # 126517564 RT0001).

NEW ACH:
Bank Number: 365
Transit Number: 00790
Account Number: 7900009766
Beneficiary Name: SCHOOL SPECIALTY CANADA LTD
Remittance Email: ARrequests@SchoolSpecialty.com

NEW Payment Remit to Lockbox:
School Specialty Canada LTD
DEPT 400177
PO BOX 4375 STN A
Toronto ON M5W 0J3

NEW Wires Bank Information:
Intermediary Bank Swift Code: ROYCCAT2
Beneficiary Bank Swift Code: PNCCCA22
Beneficiary Account 7900009766
Beneficiary Name School Specialty Canada LTD

**As a FlagHouse customer, do I need to complete a new W9 tax identification form?**

Yes, please complete a W9 tax identification form. You can get it directly from School Specialty just by asking for it, or you can download our W-9, visit help.schoolspecialty.com

## HOW TO PLACE AN ORDER

**I'm a FlagHouse customer. How do I place an order for School Specialty products?**

If you're a FlagHouse customer who wants to buy School Specialty products, tell us the School Specialty products you are interested in. We will get you a quote and set you up in the School Specialty system. Eventually your FlagHouse account will be transitioned into the School Specialty system, where all your orders and invoices will be processed. We will clearly communicate to you when that happens. If you have questions about ordering School Specialty products, feel free to call us at:

- US School Specialty Customer Care 1-888-388-3224
- Canada School Specialty Customer Care 1-866-519-2816

**I'm a School Specialty customer. How do I place an order for FlagHouse products?**

Tell us the FlagHouse products you are interested in, and we will get you a quote. Call us at:

- US School Specialty Customer Care 1-888-388-3224
- Canada School Specialty Customer Care 1-866-519-2816

**Now that School Specialty owns FlagHouse, can I still place international orders with FlagHouse?**

Yes, you can continue to place International orders. If you already have a freight forwarder/carrier, please provide us with their information. If you don't, no problem — School Specialty works with MyUS.com to offer you convenient international shipping. Sign up for a MyUS.com account and you'll receive your very own MyUS.com address to use at checkout. MyUS will receive packages on your behalf, then ship your order overseas. If you need help, we can put you in touch with School Specialty's International Customer Care agent for further assistance.

Contact International Customer Care for further information:

- Phone: 1-419-589-1425
- Email: InternationalTeamCC@SchoolSpecialty.com

## SALES SUPPORT AND CUSTOMER CARE

**How are payments received?**

We accept credit card payments from MasterCard, Visa, American Express, Discover Card. We also accept payment by check or ACH/Wire transfer. Orders placed online with a credit card are processed for payment and charged when the order ships. Orders placed via a purchase order are invoiced after the order ships.

**If I need help or have questions, who do I talk to? Can I still contact my same sales or Customer Care representative?**

Please continue to contact your current sales representative, or email CustomerCare@SchoolSpecialty.com.

## CANADIAN CUSTOMERS

**Will the Canada office remain open?**

Yes! The Canada office will remain open to serve our Canadian customers.

Canada Office Address
50 East Wilmot Street, Suite 201, Richmond Hill, ON L4B 3Z3

## DELIVERY DATES AND SHIPPING POLICIES

**Are FlagHouse's shipping policies changing?**

Yes. Now that items are being fulfilled through School Specialty, FlagHouse orders will follow School Specialty's shipping policy. Please visit our website for shipping details at select.schoolspecialty.com/er-shipping-policy

**Will delivery dates change with this new partnership?**

We expect no change. FlagHouse is now operating under the School Specialty umbrella and will relocate its fulfillment center operations to School Specialty's facilities in Ohio and Wisconsin. Your customer experience should remain smooth and seamless all through this transition.



All rights reserved. ©2023 School Specialty LLC
AM_161995 | 5/23

## Appendix C
*ADDITIONAL REQUIRED DOCUMENTS*

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

*Appendix C, Doc #1*

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

### OPEN RECORDS POLICY

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

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

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

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

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

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

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

_____ _____

*Date* *Authorized Signature & Title*

*Appendix C, Doc #2*

**ANTITRUST CERTIFICATION STATEMENTS**
**(Tex. Government Code § 2155.005)**
Attorney General Form

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company** _____

_____

_____

**Address**

_____

_____

**Phone** _____

**Fax** _____

**Contact**

_____
**Signature**

_____
**Printed Name**

_____
**Position with Company**

**Official Authorizing Proposal**

_____
**Signature**

_____
**Printed Name**

_____
**Position with Company**

*Appendix C, DOC # 3*

## Implementation of House Bill 1295

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

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

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

**Filing Process:**

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

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

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

**Electronic Filing Application:**
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

**Frequently Asked Questions:**
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

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

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

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

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

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

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

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

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

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

_____ _____

Signature of Named Authorized Company Representative Date

**Exhibit F**
**Federal Funds Certifications**

# FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

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

## DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the**

**acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

### FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)
**Certificate of Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES:

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES:

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number:

_____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____ Date:

_____

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

1. **CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal

program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to

the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal

entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

## 13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, 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.

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

iii. The Contractor 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

## 14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.

c. "The Federal Government is not a party to this contract 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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor 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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA

assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

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

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

## NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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

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

DOC #1

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** _____

**Organization Address:** _____

**Part I Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

**Part II**

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

| | |
|---|---|
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

DOC #2

**NON-COLLUSION AFFIDAVIT**

| **STANDARD BID DOCUMENT REFERENCE** | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

# NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in
(name of affiant)
_____
(name of municipality)
in the County of _____ and State of
_____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of
_____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

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

**Company Name:** _____

**Street:** _____

**City, State, Zip Code:** _____

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

_____

_____

***Date*** ***Authorized Signature and Title***

## 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 Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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:

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

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

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

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

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

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

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

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

## Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | | | |
| Address: | | | |
| City: | | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| | | | $ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

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

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

DOC #5

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one 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 ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
## N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

*Printed Name of Authorized Agent* *Signature of Authorized Agent*

_____ _____

*Title* *Date*

*Company Name*

DOC #7

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

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

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

# EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

**MACBRIDE-PRINCIPLES**

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**
**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**
**TRENTON, NEW JERSEY 08625-0230**

## MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** _____ **VENDOR/BIDDER:** _____

### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

***OR***

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

# NOTICE TO OFFEROR

## ADDENDUM NO. 1

Solicitation Number 23-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Educational School Supplies, Instructional Solutions, and Related Products

**SUBMITTAL DEADLINE: Tuesday, July 25, 2023, 2:00 PM CENTRAL TIME**

This Addendum No. 1 amends the Request for Proposals (RFP) for Educational School Supplies, Instructional Solutions, and Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Educational School Supplies, Instructional Solutions, and Related Products. Addendum No. 1 is hereby issued as follows:

1. **Attached Excel version of RFP 23-03 Educational School Supplies, Instructional Solutions, and Related Products**:

   Use link from Solicitations | OMNIA Partners to receive fillable Excel version of Tab 2 a. Market Basket (Appendix E). Market Basket items listing is protected.

## RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

## Appendix C
*ADDITIONAL REQUIRED DOCUMENTS*

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

*Appendix C, Doc #1*

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

### OPEN RECORDS POLICY

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

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

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

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

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

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

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

7/18/2023
*Date*

EVP-CFO
*Authorized Signature & Title*

*Appendix C, Doc #2*

**ANTITRUST CERTIFICATION STATEMENTS**
**(Tex. Government Code § 2155.005)**
Attorney General Form

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company** School Specialty, LLC

**Address** W6316 Design Drive
Greenville, WI 54942

**Phone** 888-388-3224

**Fax** 888-388-6344

**Contact**

**Signature**

Sarah Peterson
**Printed Name**

Manager - Bids
**Position with Company**

**Official Authorizing Proposal**

**Signature**

Kevin Baehler
**Printed Name**

EVP-CFO
**Position with Company**

*Appendix C, DOC # 3*

## Implementation of House Bill 1295

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

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

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

**Filing Process:**

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

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

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

**Electronic Filing Application:**
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

**Frequently Asked Questions:**
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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**

**Certificate Number:**
2023-1048187

**Date Filed:**
07/19/2023

**Date Acknowledged:**

**1 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

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region ESC 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

23-03
Educational School Supplies, Instructional Solutions, and Related Items

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Bohr, Ryan | Greenville, WI United States | X | |
| Gertzof, Mark | Greenville, WI United States | X | |
| Carroll, Ryan | Greenville, WI United States | X | |
| Caruso, Rich | Greenville, WI United States | X | |
| Berger, Alex | Greenville, WI United States | X | |
| 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 is Kevin Baehler, and my date of birth is 12/06/1963.

My address is W6316 Design Drive (street), Greenville (city), WI (state), 54942 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Outagamie County, State of Wisconsin, on the 19 day of July (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

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

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

I, Kevin Baehler, as an authorized representative of

School Specialty, LLC, a contractor engaged by

Insert Name of Company

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

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

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

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

Signature of Named Authorized Company Representative

7/18/2023
Date

**Exhibit F**
**Federal Funds Certifications**

# FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

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

## DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, 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 as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the**

**acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES KD Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

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

Does offeror agree? YES KD Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

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

Does offeror agree? YES KD Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: x

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)
**Certificate of Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: x

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES:

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: School Specialty, LLC
Address, City, State, and Zip Code: W6316 Design Drive Greenville, WI 54942
Phone Number: 888-388-3224
Fax Number: 888-388-6344

Printed Name and Title of Authorized Representative: Kevin Baehler, EVP-CFO
Email Address: bidnotices@schoolspecialty.com
Signature of Authorized Representative: _____
Date: 7/18/2023

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:
School Specialty, LLC

Address, City, State, and Zip Code:
W6316 Design Drive Greenville, WI 54942

Phone Number: 888-388-3224 Fax Number: 888-388-6344

Printed Name and Title of Authorized Representative:
Kevin Baehler, EVP-CFO

Email Address:
bidnotices@schoolspecialty.com

Signature of Authorized Representative: _____ Date: 7/18/2023

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

1. **CONTRACT REMEDIES**

   Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal

program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to

the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal

entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, School Specialty, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kevin Baehler, EVP-CFO

Name and Title of Contractor's Authorized Official

7/18/2023

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

## 13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, 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.

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

iii. The Contractor 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor 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.

## 14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract 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 differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.

c. "The Federal Government is not a party to this contract 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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor 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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA

assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

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

Offeror's Name: School Specialty, LLC

Address, City, State, and Zip Code:
W6316 Design Drive Greenville, WI 54942

Phone Number: 888-388-3224 Fax Number: 888-388-6344

Printed Name and Title of Authorized Representative:
Kevin Baehler, EVP-CFO

Email Address: bidnotices@schoolspecialty.com

Signature of Authorized Representative: K.B

Date: 7/18/2023

## NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** School Specialty, LLC

**Organization Address:** W6316 Design Drive Greenville, WI 54942

### Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

### Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| Please see attached. | |
| | |
| | |

| | |
|---|---|
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| Please see attached. | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

# School Specialty, LLC Common Equity Ownership

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

| | | | |
|---|---|---|---|
| Full Name (Print): | Kevin Baehler | Title: | EVP-CFO |
| Signature: | | Date: | 7/18/2023 |

DOC #2

**NON-COLLUSION AFFIDAVIT**

| **STANDARD BID DOCUMENT REFERENCE** | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

# NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Wisconsin
County of Outagamie ss:

I, Kevin Baehler residing in
(name of affiant)
Greenville
(name of municipality)
in the County of Outagamie and State of
Wisconsin of full age, being duly sworn according to law on my oath depose and say that:

I am EVP-CFO of the firm of
(title or position)
School Specialty, LLC
(name of firm)

School Specialty, LLC the bidder making this Proposal for the bid entitled 23-03 Educational School Supplies, Instructional Solutions and Related Products, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
School Specialty, LLC.

Subscribed and sworn to

before me this day

Signature K.B. EVP-CFO
Kevin Baehler

July 18, 2023
Angela L Iverson
(Type or print name of affiant under signature)
Wisconsin
Notary public of

My Commission expires 1/21/2024

(Seal)

ANGELA L IVERSON
NOTARY PUBLIC
STATE OF WISCONSIN

Version May 4, 2023

DOC #3

NA

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

**Company Name:** _____

**Street:** _____

**City, State, Zip Code:** _____

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

_____

_____

***Date*** ***Authorized Signature and Title***

## 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 Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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:

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

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

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

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

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

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

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

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

## Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | School Specialty, LLC | | |
| Address: | W6316 Design Drive | | |
| City: | Greenville | State: WI | Zip: 54942 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| Signature | Printed Name | Title |
|---|---|---|
| | Kevin Baehler | EVP-CFO |

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| None | | | $ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

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

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

DOC #5

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

[x] 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 [ ] Corporation [ ] Sole Proprietorship

[ ] Limited Partnership [x] Limited Liability Corporation [ ] Limited Liability Partnership

[ ] Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name: Please see attached.<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this 18 day of July, 2023

(Notary Public) Angela Iverson

My Commission expires: 1/21/2024

(Affiant)

Kevin Baehler EVP-CFO
(Print name & title of affiant)

(Corporate Seal)

ANGELA L IVERSON
NOTARY PUBLIC
STATE OF WISCONSIN

Version May 4, 2023

# School Specialty, LLC Common Equity Ownership

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

DOC #6

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
## N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

[x] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Kevin Baehler
*Printed Name of Authorized Agent*

*Signature of Authorized Agent*

EVP-CFO
*Title*

7/18/2023
*Date*

School Specialty, LLC
*Company Name*

DOC #7

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

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

https://www.njportal.com/DOR/BusinessRegistration/

# STATE OF NEW JERSEY
# BUSINESS REGISTRATION CERTIFICATE

| | |
|---|---|
| **Taxpayer Name:** | SCHOOL SPECIALTY LLC |
| **Trade Name:** | |
| **Address:** | W6316 DESIGN DR<br>GREENVILLE, WI 54942 |
| **Certificate Number:** | 2495899 |
| **Effective Date:** | September 25, 2020 |
| **Date of Issuance:** | December 01, 2020 |

**For Office Use Only:**

**20201201100424569**

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

# EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kevin Baehler Title: EVP-CFO

Signature: Date: 7/18/2023

Form AA302
Rev. 11/11

# STATE OF NEW JERSEY

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

## EMPLOYEE INFORMATION REPORT

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

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 85-2162684

2. TYPE OF BUSINESS: ☐ 1. MFG ☐ 2. SERVICE ☒ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 1366

4. COMPANY NAME: School Specialty, LLC

5. STREET: W6316 Design Dr | CITY: Greenville | COUNTY: Outagamie | STATE: WI | ZIP CODE: 54943

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): SSL Parent, LLC | CITY: Greenville | STATE: WI | ZIP CODE: 54943

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: Zero

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: NA

10. PUBLIC AGENCY AWARDING CONTRACT: None | CITY | COUNTY | STATE | ZIP CODE

| Official Use Only | DATE RECEIVED | INAUG DATE | ASSIGNED CERTIFICATION NUMBER |
|---|---|---|---|
| | | | |

### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ********* MALE********** | | | | | **********FEMALE********** | | | | |
| | COL. 1 TOTAL (Cols.2 &3) | COL. 2 MALE | COL. 3 FEMALE | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers | 217 | 94 | 123 | 2 | 1 | 0 | 1 | 89 | 3 | 6 | 0 | 2 | 110 |
| Professionals | 374 | 106 | 268 | 2 | 3 | 1 | 2 | 93 | 11 | 9 | 2 | 7 | 237 |
| Technicians | 9 | 7 | 2 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 2 |
| Sales Workers | 280 | 117 | 163 | 3 | 11 | 0 | 1 | 99 | 8 | 9 | 0 | 4 | 136 |
| Office & Clerical | 271 | 45 | 226 | 6 | 6 | 1 | 1 | 31 | 14 | 10 | 0 | 6 | 192 |
| Craftworkers (Skilled) | 37 | 26 | 11 | 1 | 12 | 0 | 1 | 12 | 1 | 3 | 0 | 1 | 6 |
| Operatives (Semi-skilled) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laborers (Unskilled) | 178 | 94 | 84 | 10 | 19 | 0 | 2 | 61 | 6 | 16 | 0 | 2 | 60 |
| Service Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 1366 | 489 | 877 | 24 | 52 | 2 | 11 | 392 | 43 | 53 | 2 | 22 | 743 |
| Total employment From previous Report (if any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | |
| | 218 | 40 | 187 | 1 | 3 | 1 | 0 | 35 | 4 | 6 | 1 | 4 | 167 |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: 9/07/2022 To: 9/20/2022

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED: MO. 09 DAY 29 YEAR 2021

### SECTION C - SIGNATURE AND IDENTIFICATION

| Name of Person Completing Form (Print or Type) | SIGNATURE | TITLE | DATE MO / DAY / YEAR |
|---|---|---|---|
| Kristen Mills | Kristen Mills | HR Technology Manager | 09 / 01 / 2022 |

| 17. ADDRESS NO. & STREET | CITY | COUNTY | STATE | ZIP CODE | PHONE (AREA CODE, NO.,EXTENSION) |
|---|---|---|---|---|---|
| W6316 Design Dr | Greenville | Outagamie | WI | 54943 | 920 - 243 - 5483 |

Certification 63677

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-2020 to 15-OCT-2023

SCHOOL SPECIALTY, LLC
W6316 DESIGN DR
GREENVILLE WI 54943

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

**MACBRIDE-PRINCIPLES**

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**
**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**
**TRENTON, NEW JERSEY 08625-0230**

## MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** 23-03 **VENDOR/BIDDER:** School Specialty, LLC

### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

[x] The Vendor/Bidder has no business operations in Northern Ireland; or

*OR*

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature: K. Ba

Date: 7/18/2023

Kevin Baehler EVP-CFO

Print Name and Title

Version May 4, 2023

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SCHOOL SPECIALTY LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
W6316 DESIGN DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
GREENVILLE, WI 54942

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**or**

**Employer identification number**
8 5 - 2 1 6 2 6 8 4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person ▶** [signature] **Date ▶** 7/19/23

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

# Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

## SSI Parent, LLC & SUBSIDIARIES

## OFFICER TITLES FOR LEGAL AND REPORTING PURPOSES

**SSI Parent, LLC**
**W6316 Design Drive, Greenville, WI 54942 Telephone: 888-388-3224 FAX: 888-388-6344**

***Officers:***

| | |
|---|---|
| Ryan M. Bohr | President and Chief Executive Officer |
| Joseph F. Franzoi, IV | Secretary, Chief Legal Officer |
| Kevin L. Baehler | Executive Vice President, Chief Financial Officer and Treasurer |

**SCHOOL SPECIALTY, LLC**
**W6316 Design Drive, Greenville, WI 54942 Telephone: 888-388-3224 FAX: 888-388-6344**

***Officers:***

| | |
|---|---|
| Ryan M. Bohr | President and Chief Executive Officer |
| Joseph F. Franzoi, IV | Secretary, Chief Legal Officer |
| Kevin L. Baehler | Executive Vice President, Chief Financial Officer and Treasurer |
| Sarah Bridleman | Vice President, Human Resources |
| Mark Esstman | Vice President, Curriculum |
| Chris O'Connor | Regional Vice President, Sales |
| Jeff Hemstead | Regional Vice President, Sales |
| Tim Ferraro | Vice President, Inside Sales |
| Allen Hoeppner | Senior Vice President, Merchandising |
| Jason Belsito | Senior Vice President, IT & Program Management |
| Greg Harbaugh | Vice President, Business Development |
| Kim Nelson | Vice President IT |
| Joseph D. Geltz, Jr. | Senior Vice President, Operations & Process Excellence |
| Michael Kabat | Assistant Treasurer |
| Justin Welsh | Assistant Secretary |
| Nathaniel Fieweger (Greenville) | Assistant Secretary |
| Tara Reynolds (Mansfield) | Assistant Secretary |
| Greg Clemens (Mansfield) | Assistant Secretary |
| Grant Hedrick (Mansfield) | Assistant Secretary |
| Leonard Adkins (Mansfield) | Assistant Secretary |
| Sarah Peterson (Greenville) | Assistant Secretary |

**BIRD-IN-HAND, LLC (100% owned sub of SSL)**
**W6316 Design Drive, Greenville, WI 54942 Telephone: 800-631-5652 Fax: 888-388-6344**

***Officers:***

| | |
|---|---|
| Ryan M. Bohr | President |
| Kevin L. Baehler | Vice President & Treasurer |
| Joseph F. Franzoi IV | Secretary |
| Michael Kabat | Assistant Treasurer |

**SSI CANADA, INC. (100% owned sub of SSL)**
**W6316 Design Drive, Greenville, WI 54942 Telephone: 800-631-5652 Fax: 888-388-6344**

***Officers:***

| | |
|---|---|
| Ryan M. Bohr | President |
| Kevin L. Baehler | Vice President & Treasurer |
| Joseph F. Franzoi IV | Secretary |
| Michael Kabat | Assistant Treasurer |

**SCHOOL SPECIALTY CANADA, LTD. (100% owned sub of SSI CANADA, INC.)**

***Officers:***

| | |
|---|---|
| Ryan M. Bohr | President |
| Kevin L. Baehler | Vice President & Treasurer |
| Joseph F. Franzoi IV | Secretary |
| Michael Kabat | Assistant Treasurer |
| Kevin L. Baehler | Assistant Secretary |
| Michael T. Kabat | Assistant Secretary |
| Justin Welsh | Assistant Secretary |
| Sarah Peterson | Assistant Secretary |
| Leonard Adkins | Assistant Secretary |

# New Jersey

GATEWAY REGIONAL SCHOOL DISTRICT
775 TANYARD RD
WOODBURY HEIGHTS, NJ 08096
856-848-8200

EDGEWATER SCHOOL DISTRICT
251 UNDERCLIFF AVENUE
EDGEWATER, NJ 07020
201-945-4106

MANTUA TWP SCHOOL DISTRICT
684 MAIN STREET
SEWELL, NJ 08080
856-468-2225 EXT 1100

BELMAR ELEM SCHOOL DISTRICT
1101 MAIN STREET
BELMAR, NJ 07719
732-681-2388

NEPTUNE CITY SCHOOL DISTRICT
210 WEST SYLVANIA AVENUE
NEPTUNE CITY, NJ 07753
732-775-5319

PENNSVILLE SCHOOL DISTRICT
30 CHURCH STREET
PENNSVILLE, NJ 08070
856-678-7565

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

9/1/2023

DATE (MM/DD/YYYY) 8/30/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER
LOCKTON COMPANIES
500 West Monroe, Suite 3400
CHICAGO IL 60661
(312) 669-6900

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Admiral Insurance Company | 24856 |
| INSURER B : Federal Insurance Company | 20281 |
| INSURER C : National Fire and Marine Insurance Co | 20079 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
1416709
SSI Parent, LLC
DBA School Specialty, LLC
W6316 Design Drive
Greenville WI 54942

**COVERAGES** **CERTIFICATE NUMBER:** 18836364 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | N | CA000039505-03 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | N | 7359-66-19 | 9/1/2022 | 9/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | N | N | 42-UMO-100045-10 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ XXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | NOT APPLICABLE | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ XXXXXXX |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ XXXXXXX |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ XXXXXXX |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Additional Named Insureds: School Specialty, LLC, SSI Parent, LLC, SSI Canada, Inc., Bird-in-Hand LLC, School Specialty Canada, Ltd. School Specialty Science, School Specialty Math, Delta Education LLC, Frey Scientific, and SPO Science are included as additional insured if required by written contract with respect to general and auto liability per the terms and conditions of the policy. Physical Damage Deductibles: Coll/$1000 Comp/$1000.

**CERTIFICATE HOLDER**

**18836364**
Evidence of Insurance

**CANCELLATION** See Attachment

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Evidence of Insurance

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **18836364.**

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Companies**

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1783756

DATE (MM/DD/YYYY): 9/21/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME: 888-828-8365
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Indemnity Insurance Co. of North America | 43575 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
**SCHOOL SPECIALTY, LLC**
**Frey Scientific LLC, Triumph Learning**
**W6316 DESIGN DR**
**GREENVILLE, WI 54942-8404**

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE / OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY / PRO-JECT / LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | **EXCESS LIAB** / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | C51438541 | 10/1/2022 | 10/1/2023 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**SCHOOL SPECIALTY, LLC**
**W6316 DESIGN DR**
**GREENVILLE, WI 54942**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

# NOTICE TO OFFEROR

## ADDENDUM NO. 1

Solicitation Number 23-03

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Educational School Supplies, Instructional Solutions, and Related Products

**SUBMITTAL DEADLINE: Tuesday, July 25, 2023, 2:00 PM CENTRAL TIME**

This Addendum No. 1 amends the Request for Proposals (RFP) for Educational School Supplies, Instructional Solutions, and Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Educational School Supplies, Instructional Solutions, and Related Products. Addendum No. 1 is hereby issued as follows:

1. **Attached Excel version of RFP 23-03 Educational School Supplies, Instructional Solutions, and Related Products**:

   Use link from Solicitations | OMNIA Partners to receive fillable Excel version of Tab 2 a. Market Basket (Appendix E). Market Basket items listing is protected.

## RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name School Specialty, LLC

Contact Person Kevin Baehler

Signature K. Ba

Date 7/18/2023

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist