Board Office Use: **Legislative File Info.**	
File ID Number	26-0422
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 Furniture, Installation and Related Services – Talent/Human Resources Department

Ask of the Board

Adoption by the Board of Education of Resolution No. 2526-0080 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With School Specialty, LLC Properly Entered Into Through OMNIA Partners, Public Sector - For Furniture, Installation and Related Services, in an amount not to exceed $800,000 each fiscal year through December 31, 2027.

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 #R240115 for Furniture, Installation and Related Services. 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, 2027, and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from a discount of 14% off list price for furniture products.

Fiscal Impact Up to $800,000 each fiscal year from various District-wide accounts.

Attachment
Resolution No. 2526-0080 Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With School Specialty, LLC Properly Entered Into Through OMNIA Partners, - For Furniture, Installation and Related Services
Piggyback Agreement Between School Specialty, LLC and Oakland Unified School District
School Specialty, LLC Piggyback Invitation Letter
Region 4 ESC Contract #R240115 with School Specialty LLC

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

Resolution No. 2526-0080

Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With School Specialty, LLC Properly Entered Into Through OMNIA Partners, - For Furniture, Installation and Related Services

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 April 10, 2024, Region 4 Education Service Center (ESC)-TX solicited bids under Bid # 24-01 for Furniture, Installation, and Related Services;

WHEREAS, School Specialty LLC submitted a bid and was one of several vendors awarded the contract on December 17, 2024 through December 31, 2027 ("Agreement") and;

WHEREAS, the School Specialty Contract has an option to renew for two (2) additional one-year period through December, 31, 2029;

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, 2027, 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 RECUSED:

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:	26-0422
Introduction Date:	6/24/2026
Enactment Number:	
Enactment Date:	
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

_____

Jennifer Brouhard
President, Board of Education

_____

Denise G. Saddler
Interim Superintendent and Secretary of the Board

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 Contract/Agreement #R240115 for Furniture, Installation and Related Services("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, 2027. 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 Street, Site 946
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: Board President Date: _____

Name: Denise Saddler Signature: _____

Position: Superintendent Date: _____

Type text here

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240115

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

SCHOOL SPECIALTY, LLC

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between School Specialty, LLC *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* FURNITURE, INSTALLATION, AND RELATED SERVICES *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("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 initial 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 in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

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.

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 for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

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.

    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.

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.

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: Leonard Adkins

Title: Assistant Secretary

Authorized signature: Leonard Adkins

Accepted by Region 4 ESC:

Contract No. R240115

Initial Contract Term 12/17/2024 to 10/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
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 submited, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

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

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

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

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

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

School Specialty - 10/15/24 - Region 4 - all Region 4 exceptions approved

08/13/24 Review

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Doc 11 Product and Pricing			
Section 4, Pg 5	Products & Pricing	Providing volume tiered discounts that includes freight with separate line for installation charges	Price chart with tierd discount - Acknowledged
1.2	Marketing, Sales, and Administrative Support	School Specialty LLC is proposing a 2.50% administrative fee.	OMNIA Partners will discuss
Contract, Appendix A, Pg # 4	Section 14 - Delivery	Please allow 4 - 6 Weeks for delivery after receipt of purchase orders	Similar to current Furniture - OK
** Section 4, Pg 5			
9/6/24 - #97 to #99 are projected sales and will be included, per Greg Harbaugh			

24-01 Addendum 6
School Specialty LLC
Supplier Response

Event Information

Number: 24-01 Addendum 6
Title: Furniture, Installation, and Related Services
Type: Request for Proposal
Issue Date: 4/11/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

Meeting to be held on
Wednesday, May 1, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Meeting to be held on
Wednesday, April 24, 2024 at 10:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

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: Leonard Adkins

Title: Assistant Secretary

Authorized signature: Leonard Adkins

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

School Specialty LLC Information

Contact: Sarah Peterson
Address: W6316 Design Drive
Greenville, WI 54942-8404
Phone: (888) 388-3224
Email: bidnotices@schoolspecialty.com
Web Address: www..schoolspecialty.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Leonard Adkins
Signature

bidnotices@schoolspecialty.com
Email

Submitted at 6/11/2024 10:09:39 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

1. OFFER AND CONTRACT SIGNATURE FORM.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

2. Appendix B - Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

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

3. Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

OMNIA Partners - Exhibit F Federal Funds Certifications

4. add chgOMNIA Partners - Exhibit F Federal Funds Certifications Form (1) - - Copy.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

Value Add

5. Value Add.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Antitrust Certification Statements

6. Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

7. Form 1295 Certificate 101197381.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification — *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report. — 10. FEIN and Dunn & Bradstreet.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing — 11. Products and Pricing.pdf

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.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification — *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification — *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Texas Government Code 2270 Verification Form — 14. Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Additional Agreements Offeror will require Participating Agencies to sign. — *No response*

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone) — *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder — *No response*

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications — 18. add chgOMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance — 19. add chgOMNIA Partners - Exhibit G New Jersey Compliance Form.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Response Attachments

10. Describe ordering methods, tracking, and reporting.pdf

10. Describe ordering methods, tracking, and reporting

13. Describe any return or restocking fees.pdf

13. Describe any return or restocking fees

15. Verification of Contract Pricing.pdf

15. Verification of Contract Pricing

21. Describe experience with Prevailing Wage and Bacon-Davis.pdf

21. Describe experience with Prevailing Wage and Bacon-Davis

28. Emergency Orders.pdf

28. Emergency Orders

32. Describe Offeror’s return and restocking policy.pdf

32. Describe Offeror’s return and restocking policy

33. Describe Offeror’s ability to meet service and warranty needs.pdf

33. Describe Offeror’s ability to meet service and warranty needs

34. Describe Offeror’s customer service problem resolution process.pdf

34. Describe Offeror’s customer service problem resolution process

35. Describe Offeror’s invoicing process.pdf

35. Describe Offeror’s invoicing process

37. Describe the financial condition of Offeror.pdf

37. Describe the financial condition of Offeror

38. Online At-a-Glance.pdf

38. Online At-a-Glance

40. Describe Offeror’s green or sustainability program.pdf

40. Describe Offeror’s green or sustainability program

41. Describe any social diversity initiatives.pdf

41. Describe any social diversity initiatives

42. Provide examples of general guidance.pdf

42. Provide examples of general guidance

43. Provide a brief history of the Offeror.pdf

43. Provide a brief history of the Offeror

44. Describe Offeror’s reputation in the marketplace.pdf

44. Describe Offeror’s reputation in the marketplace

45. Describe Offeror’s reputation of products and services in the marketplace.pdf

45. Describe Offeror’s reputation of products and services in the marketplace

46. Describe the experience and qualifications of key employees.pdf

46. Describe the experience and qualifications of key employees

49. Describe past litigation etc.pdf

49. Describe past litigation etc

51. Value Add.pdf

51. Value Add

52. Value Add.pdf

52. Value Add

58. Total number and location of sales.xlsx

58. Total number and location of sales

64. Diversity Programs.pdf

64. Diversity Programs

75. Contractor Relationships.xlsx

75. Contractor Relationships

76. Describe how supplier differentiates itself.pdf

76. Describe how supplier differentiates itself

77. Litigation, Bankruptcy or reorganization.pdf

77. Litigation, Bankruptcy or reorganization

83. Logistics.xlsx

83. Logistics

85. Marketing and Sales.pdf

85. Marketing and Sales

86. 90-day Plan.pdf

86. 90-day Plan

92. Sales Force.pdf

92. Sales Force

96. System Capabilities and Limitations.pdf

96. System Capabilities and Limitations

Price List - AmTab .xlsx

Price List - AmTab

Price List - Aurora Storage .pdf

Price List - Aurora Storage

Price List - BCI Burke .xlsx

Price List - BCI Burke

Price List - Bison .pdf

Price List - Bison

Price List - Carpets For Kids .xlsx

Price List - Carpets For Kids

Price List - CEF .pdf

Price List - CEF

Price List - Ceia.pdf

Price List - Ceia

Price List - Childcraft .pdf

Price List - Childcraft

Price List - Childrens Factory .pdf

Price List - Childrens Factory

Price List - Classroom Select .pdf

Price List - Classroom Select

Price List - Copernicus .pdf

Price List - Copernicus

Price List - Diversified Spaces .xlsx

Price List - Diversified Spaces

Price List - Draper .xlsx

Price List - Draper

Price List - Dukane .pdf

Price List - Dukane

Price List - Elkay .pdf

Price List - Elkay

Price List - Fire King .pdf

Price List - Fire King

Price List - Fleetwood .pdf

Price List - Fleetwood

Price List - Ghent & Waddell .pdf

Price List - Ghent & Waddell

Price List - Greene MFG .pdf

Price List - Greene MFG

Price List - Halo-IPVideo-Ingram.xlsx

Price List - Halo-IPVideo-Ingram

Price List - Haskell .pdf

Price List - Haskell

Price List - Interior Concepts .pdf

Price List - Interior Concepts

Price List - Ironwood .pdf

Price List - Ironwood

Price List - K&R Solutions .pdf

Price List - K&R Solutions

Price List - Kaemark .pdf

Price List - Kaemark

Price List - Kay Park .xls

Price List - Kay Park

Price List - KFI Seating .pdf

Price List - KFI Seating

Price List - Legend Fitness .pdf

Price List - Legend Fitness

Price List - Luxor .pdf

Price List - Luxor

Price List - Media Technologies .xlsx

Price List - Media Technologies

Price List - Medify.pdf

Price List - Medify

Price List - Midland .xlsx

Price List - Midland

Price List - Monaco .docx

Price List - Monaco

Price List - MooreCo.pdf

Price List - MooreCo

Price List - MYT Coat .pdf

Price List - MYT Coat

Price List - Paragon Furniture .pdf

Price List - Paragon Furniture

Price List - Paragon Industries .pdf

Price List - Paragon Industries

Price List - Plymold .pdf

Price List - Plymold

Price List - Republic Storage .pdf

Price List - Republic Storage

Price List - RFM Seating .pdf

Price List - RFM Seating

Price List - Sandusky Lee .pdf

Price List - Sandusky Lee

Price List - School Safety Solution .pdf

Price List - School Safety Solution

Price List - Screenflex .pdf

Price List - Screenflex

Price List - Snoezelen .xlsx

Price List - Snoezelen

Price List - Specseats .pdf

Price List - Specseats

Price List - Superior Recreational .xlsx

Price List - Superior Recreational

Price List - Tenjam .pdf

Price List - Tenjam

Price List - Tesco .xlsx

Price List - Tesco

Price List - Ubtech Robotics Corp.xlsx

Price List - Ubtech Robotics Corp

Price List - UltraPlay .pdf

Price List - UltraPlay

Price List - UltraSite .pdf

Price List - UltraSite

Price List - United Visual .pdf

Price List - United Visual

Price List - WB MFG .xlsx

Price List - WB MFG

Price List - ZKTeco .xlsx

Price List - ZKTeco

106. Disclosure of Interested Parties.pdf

106. Disclosure of Interested Parties

107. Conflict of Interest Questionnaire.pdf

107. Conflict of Interest Questionnaire

School Specialty FE Catalog.pdf

School Specialty FE Catalog

Omnia Discount Summary Sheet.pdf

Omnia Discount Summary Sheet

Price List - Field Controls.pdf

Price List - Field Controls

Price List - National Recreation Systems.xlsx

Price List - National Recreation Systems

Price List - Big Toys.pdf

Price List - Big Toys

Price List - Frog Furnishings.pdf

Price List - Frog Furnishings

Price List - Dero.pdf

Price List - Dero

Price List - Freenotes.pdf

Price List - Freenotes

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
4	**Products/Pricing - Upload on Response Attachments Tab** Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the 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. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable) • Manufacturer Part # • Offeror's Part # (if different from manufacturer part #) • Description • Manufacturers Suggested List Price and Net Price • Net price to Region 4 ESC (including freight)

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **List the category or categories you are offering.**

The following products and related services categories are the categories School Specialty is offering within our response (it's all of the categories listed in the RFP): o Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems, Storage & Equipment; Technology & Esports Support Furniture; Library Furniture; Health & Science Furniture; Cafeteria Furniture; Learning Spaces Furniture; Audio/Visual Furniture; Art Instructional Furniture; Educational Office Furniture; Career/Technical Education Furniture; Music/Auditorium/Theater/Performing Arts; Wall and Ceiling Solutions; Privacy Pods; Phone, Sound Isolation Rooms and Furniture Booths; Safety and Security Furniture; Interior Solutions; Related and Ancillary Products, Accessories, and Solutions; Services and Support Solutions

7 **Furniture Offerings**

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.

School Specialty offers new products, parts, and accessories. Pricing is based on discount off manufacturers' price lists which varies by manufacturer and based on a four-tiered pricing structure. We're also submitting a discount off products listed in Specialty's furniture and equipment catalog at 14% with free shipping. In our offering, we included installation and repair services for products we provide. Installation or repair services, if necessary, will be quoted on a job-by-job basis with a minimum charge of $30.00 per hour, not to exceed $65.00 per hour including prevailing wage projects. Please see the attached School Specialty pricing structure document.

8 **Minimum Quantities**

Describe any minimums quantities.

There are no minimum quantities limitations.

9 **Custom or special orders**

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

Each manufacturer in our offering can produce custom and special-order products. When customs/special items are required, we work with our manufacturers to ensure they can meet our customers' product specifications and to ensure their pricing is cost effective to School Specialty and our customers. Not all manufacturers produce catalogs with pricing related to custom or special orders; however, whenever we work with these types of items, we provide customers with product specification sheets, may provide submittal documents, and custom drawings if required.

10 **Describe ordering methods, tracking, and reporting.**

Please see our attachment 10. Describe ordering methods, tracking, and reporting

11 **Shipping Costs**

Describe any shipping charges.

1. Describe delivery charges along with definitions for:
   a. Dock Delivery
   b. Inside Delivery
   c. Deliver and Install

1. Dock Delivery - Dock Delivery will be provided free of charge to all members. 2. Inside Delivery - Inside Delivery will be provided free of charge to all members. 3. Deliver and Install - will provide the installation of products upon request. Installation costs, if necessary, will be quoted on a per job basis (Minimum charge for installation starts at $30.00 per hour not to exceed maximum of $65.00 per hour including prevailing wage projects). *Note: School Specialty also provide liftgate services at no charge to our customers as a free accessorial service.

12

Warranty Pricing

Provide pricing for warranties on all products and services.

Dropship Orders (No Installation Services_ – for regular dropship orders, we replace and ship products at no charge to customers if the items are still within the individual manufacturers' warranty periods. If the items are not within the warranty periods, we provide customers with very cost-effective pricing to replace their items. Installation Orders – with orders that originally have installation services, we'll replace, ship, and install replacement products at no charge if the items are within the individual manufacturers' warranty periods. If the products are outside the warranty periods, we provide customers with very cost-effective pricing to replace their items. *Note: on an order-by-order basis, School Specialty may waive any charges for warranty issues if the products are outside the individual manufacturer's warranty periods.

13

Describe any return or restocking fees.

Please see our attachment 13. Describe any return or restocking fees

14

Discounts or Rebates

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

School Specialty can offer additional discounts for large quantity orders on an order-by-order basis. Our Sales force will work the individual Region 4/OMNIA Partners members on extending additional discounts. For new construction, large renovation projects, we can extend additional discounts in addition to the established discounts listed in our offering. We also review annual spend and growth with individual school districts as well (we may extend additional discounts for small transactional orders up to new construction, large renovations as well. School Specialty does this often regardless for both small and large school districts.

15

Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Please see our attachment 15. Verification of Contract Pricing.

16

Payment Methods

Describe payment terms and methods offered. 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.

School Specialty accepts check, credit card and ACH payments.

17

Frequency of Pricing Updates

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. Updates may be no more frequently than quarterly.

School Specialty will provide current MSRP price lists annually to Region 4/OMNIA. If manufactures change their MSRP price list through-out the year, we will only submit requests to Region 4/OMNIA on a quarterly basis if needed, but we do not anticipate this occurring often. Our discounts listed within our original RFP submission will not change.

18

Future Product Introductions

Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?

Future product will receive agreed upon discount pricing that's listed within the Master Agreement. If manufacturers introduce new products, School Specialty will submit revised MSRP price lists on a quarterly basis to Region 4/OMNIA.

19 **Are repurpose or end of life programs offered? If so, explain the process.**

School Specialty doesn't offer these programs.

20 **Are product loaner programs available? If so, explain the requirements.**

School Specialty on a project-by-project basis, may offer loaner furniture. We would review the loaner needs of the OMNIA member agency to determine if we can provide loaner furniture.

21 **Describe experience with Prevailing Wage and Bacon-Davis.**

Please see our attachment 21. Describe experience with Prevailing Wage and Bacon-Davis.

22 **Not to Exceed Pricing**

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

23 **Special Offers/Promotions**

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

24 **Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☑ Agree

☐ Disagree

25 **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**

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

26 **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**

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

27 **Appendix D, Exhibits F and G**

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

28 **Emergency Orders**

Describe how Offeror responds to emergency orders.

Please see our attachment 28. Emergency Orders.

29 **What is Offeror's average Fill Rate?**

95%+

30 **What is Offeror's average on time delivery rate?**

Describe Offeror's history of meeting the shipping and delivery timelines.

95%+

31 **Describe Offeror's history of meeting the shipping and delivery timelines.**

Historically, 95%+ on-time shipping and delivery success rate.

32 **Describe Offeror's return and restocking policy.**

Please see our artachment 32. Describe Offeror's return and restocking policy.

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

Please see our attachment 33. Describe Offeror's ability to meet service and warranty needs

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

Please see our attachment 34. Describe Offeror's customer service problem resolution process

35 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Please see our attachment 35. escribe Offeror's invoicing process

36 **Transition Plan**

Describe Offeror's contract methodology/implementation/customer transition plan.

All School Specialty customers who currently utilize the SSL/OMNIA Partners contracts as their primary pricing agreement (or default agreement) will automatically be transitioned to the new OMNIA contract within our system when the contract is awarded. As our sales teams engage with district accounts, and the accounts choose to utilize OMNIA Partners, their primary pricing default will be changed in the SSL system.

37 **Describe the financial condition of Offeror.**

School Specialty is in good financial standing. Please see attached Consolidated Financial Statements and Report of Independent Certified Public Accounts report and Dunn & Bradstreet Report.

38 **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.**

School Specialty's website is www.schoolspecialty.com please see attached School Specialty Online At-A-Glance document that gives detailed information regarding our website and it's outstanding capabilities.

39 **Describe the Offeror's safety record.**

School Specialty LLC as an organization has the following OSHA Recordable Incident Rates (IR): o 2021 – 0.86 o 2022 – 1.52 o 2023 – 1.18 We have not had any incidents related to our installation subcontractors while performing installation services throughout these three previous years.

40 **Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?**

Please see our attachment 40. Describe Offeror's green or sustainability program

41 **Describe any social diversity initiatives.**

Please see our attachment 41. Describe any social diversity initiatives

42 **Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.**

Please see our attachment 42. Provide example(s) of general guidance

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

Since 1959, School Specialty® has been a leading provider of educational products and services for the infant through 12th grade market in the U.S and Canada. The company designs, manufactures, and distributes solutions including furniture & equipment, educational technology as well as a broad selection of everything else a school needs for their buildings and grounds. These include trusted national brands, as well as well-recognized proprietary Brands such as Classroom Select® furniture, Childcraft® early learning materials and furniture, Snoezelen® sensory furniture and equipment, and FOSS Science Curriculum. We also provide expert guidance, design services and professional development within the categories we support. At our core, we are a purpose-driven organization. Everything we offer, from crayons to curriculum to complete learning environments, is designed to support educators, raise student outcomes and ultimately, transform more than classrooms. Our corporate headquarte

44 **Describe Offeror's reputation in the marketplace.**

Please see our attachment 44. Describe Offeror's reputation in the marketplace

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

Please see our attachment 45. Describe Offeror's reputation of products and services in the marketplace

46 **Describe the experience and qualifications of key employees.**

Please see our attachment 46. Describe the experience and qualifications of key employees

47 **Authorized Distributors/Dealers Listing**

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.
2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

School Specialty is the manufacturer of our own proprietary furniture lines, Classroom Select and Childcraft, and we do not have authorized distributors or dealers for these lines.

48 **Describe Offeror's experience working with the government sector.**

School Specialty provides product and services to local, federal, and state agencies through-out the country. We also provide products to the Department of Justice. We currently have a 5-year curriculum contract where we are providing supplies and equipment. We are servicing multiple ship to points throughout the country for this government contract. We have a System for Award Management (SAM) account that has open sales opportunities nationwide for School Specialty.

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

Please see attached litigation and bankruptcy emerge and reorganization documents.

50 References

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.

New York City Department of Education Contact: Andrea Black, Director of Division of Contracts and Purchasing Phone # 718-935-4605 Email: ARblack@schools.nyc.gov Brooklyn, NY Years Serviced – 31 Provide products, project management, design, and installation services. Annual Volume: $58,524,989 • Jefferson County Public Schools Contact: Wyatte Wynn, Director of Purchasing Phone # 502-485-3543 Email: Wyatte.wynn@jefferson.kyschools.us Louisville, KY Years Serviced – 31 Provide products, project management, and installation services. Annual Volume: $4,272,014 • Board of Education of the City of Chicago Contact: Bryan Forero, Director of Category Management Phone # 773-553-2906 Email: Bforero@cps.edu Chicago, IL Years Serviced - 31 Provide products, project management, and installation services. Annual Volume: $8,477,623 • Isaac Elementary School District 5 Contact: Dr. Liliana Mesa-Lema, Assistant Superintendent Phone # 602-455-6795, Ext. 10795 Email: Lmesa-lema@isaacschools.org Phoenix, AZ Years Serviced - 20 Provide products, project management, design, and installation services. Annual Volume: $1,680,853 • Newark Board of Education Contact: Sherelle Spriggs, Senior Strategic Sourcing Analyst Ph # 973-733-6549 Email: sspriggs@nps.k12.nj.us Newark, NJ Years Serviced - 31 Provide products, project management, and installation services. Annual Volume: $5,462,884 • Houston Independent School District Contact: Wanda Pleasant, Sourcing Specialist Ph # 713-556-6547 Email: wpleasan@houstonisd.org Houston, TX Years Serviced - 31 Provide products, project management, design, and installation services. Annual Volume: $6,230,470 • School District of Philadelphia Contact: Throne Cropper, Purchasing Buyer Ph # 215-400-5022 Email: tcropper@philasd.org Philadelphia, PA Years Serviced - 31 Provide products, project management, design, and installation services. Annual Volume: $7,951,381 • Washoe County School District Contact: Andrea Sullivan, Director of Procurement and Contracts Ph # 775-850-8056 Email: asullivan@washoeschools.net Reno, NV Years Serviced - 25 Provide products, project management, design, and installation services. Annual Volume: $4,169,749 • Los Angeles Unified School District Contact: Ana Lincon, Chief Inventory Analyst Phone # 562-654-9402 Email: ana.licon@lausd.net Los Angeles, CA Years Serviced - 31 Provide products, project management, and installation services. Annual Volume: $5,649,647 • St Louis Public Schools Contact: Stephanie Piatt, Purchasing Director Phone # 314-345-2231 Email: stephanie.piatt@slps.org St. Louis, MO Years Serviced - 31 Provided products, project management, design, and installation services. Annual Volume: $1,453,363

51 Value Add

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

Please see our attachment 51. Value Add

52 Value Add

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

53 Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

54 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

55 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

56 **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.

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

School Specialty is the nation's leading resource for educational products and related services. Through our family of companies, we have access to over 150,000 products from more than 1,500 manufacturers. We are the largest school supply and school furniture distributor in the country. We employ approximately 1,000 associates nationwide. Our company headquarters is in Greenville, Wisconsin, and our Learning Environments furniture division resides in Mansfield, Ohio. School Specialty was originally found in 1959 as Valley School Supply in Appleton, Wisconsin. The name was changed to School Specialty in 2020. Our corporate financial strength and stability allows us to hire the most qualified, experience employees who receive continuous ongoing training and support through-out their employment with our company. In 1993, School Specialty saw the need for developing a process to meet the requirements of school systems facing construction projects and renovations as their internal administrative staff was being reduced. The original process grew into an entire department of employees, known as Projects by Design, due to the complexity and detail involved in executing successful new school construction projects. We have had the past 20 years to construct the infrastructure, refine the required services and develop all the tools needed, including our own patented software program. Please visit our website (www.projectsbydesign.com) for a visual tour of this exciting division of School Specialty. Renovations and large school projects require special expertise and a more focused approach ... so, in addition to your local Texas Sales team and on-site Project Manager, we offer additional support of a dedicated, Projects Team including Designers and an internal Project Management team that all collaborate to form "OUR TURNKEY PROJECT SOLUTION". Projects by Design is a comprehensive turnkey solution to help customers select the right furniture, equipment, and educational products for their 21st century facilities - at no extra cost. We can assist districts with creating environments that support 21st century teaching methods and improve student learning. We provide project management, installation services, through our design team we can provide reconfiguration/renderings/space planning, we have a team of Field Project Managers who are on-side during delivery/installation phases, and we can provider storage of products if necessary. • Since 1993, Projects by Design has worked with districts nationally and internationally to complete more than 6,000 turnkey school building projects. Our Projects by Design Group will: o • Partner with numerous vendors to find a customized fit for customers projects o Incorporate all specialty divisions of School Specialty, including o Early Childhood, Science, Art, and Industrial Arts – meaning a o One Stop Shop for your entire project o Promote furniture that allows for flexibility in all spaces o Promote sustainable products (e.g., GREENGUARD Certification) that allow your clients to file for LEED (Leadership in Energy and o Environment Design) points through the USGBC (U.S. Green Building Council) o Assist in design with color boards and color cut sheet binders o Have a dedicated support team - both in sales and project management- to provide support for all facets of our customers' requirements and needs

58 **Total number and location of salespersons employed by Supplier.**

School Specialty has 158 field salespersons nationally, and 56 inside sales representatives who have their individual territories. Please see attached with names and territories of each of our sales representatives. To help support our sales force teams, we have 25 Quote Specialists who support the team by processing and completing customers' quote requests. The Quote Specialists also assist our sales team by responding to other types of requests received from customers including requests for product information, answer contract, and pricing questions.

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

School Specialty LLC - Corporate Office W6316 Design Drive Greenville, WI 54942 • Customer Care Support Center W6316 Design Drive Greenville, WI 54942 • Customer Care Support Center and Furniture Learning Environments Department 100 Paragon Parkway Mansfield, OH 44903 • Inside Sales Support Center 701 E 22nd Street Lombard, IL 60148 • School Specialty Dallas Innovation Center (Furniture Showroom) 1745 E. Levee St., Suite 150 Dallas, TX 75207 *Discussions are under way of creating additional showrooms in various locations through-out the country.

60 **Annual sales for the three previous fiscal years.**

$629,881,303

61 **Annual sales for the three previous fiscal years.**

$760,442,252

62 **Annual sales for the three previous fiscal years.**

$722,042,834

63 **Describe any green or environmental initiatives or policies.**

School Specialty believes that the protecting and preserving of the environment is not only a sound business practice, it is simply the right thing to do. Reflecting the company's role in helping educators engage and inspire their students, School Specialty believes it has a responsibility to lead by example in its environmental policies and practices. The School Specialty Environmental Position articulates the company's philosophical and practical beliefs, and its role in environmental stewardship. Fundamental to this position are the company's stated goals: o Minimize the creation of waste o Conserve natural resources o Increase the use of post-consumer recycled content o Work with other manufacturers to adopt strong environmental practices o Source from Companies who practice sustainable forest management o Comply with both the letter and intent of laws and regulations o The School Specialty Environmental Standards were developed to give strength and detail for compliance for all School Specialty associates. Specific School Specialty environmental guidelines have been developed for: ? Paper used for printing ? Paper used in offices ? Recycling ? Corrugate, Dunnage & Pallets ? Energy Conservation ? Operational Standards School Specialty has a firm belief that we are borrowing the environment from our children. Therefore, the company includes continuous improvement in its environmental practices within its mission to provide innovative products and services.

64 **Diversity Programs**

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.

School Specialty acknowledges and fully embraces diversity participation programs. We are committed to working with and continually adding certified diversity vendor partners to our supply chain for product and services. We're actively pursuing new supply and services partners that hold these certifications. Our many years of contracting with diversity partners 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. School Specialty's process begins with the utilization of databases of both the NMSDC and WBENC to source certified businesses in many business verticals. We then began the due diligence process of business validation and capabilities measurements. Once this step is completed, we then match our requirements and business standards with our prospective partners. 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. Our pricing doesn't change by utilizing any of our minority owned subcontract partners. Please see attached list of our installation subcontract partners' certificates of certifications.

65 **Minority Women Business Enterprise**

☐ Yes

☑ No

66 **If yes, list certifying agency:**

No response

67 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes

☑ No

68 **If yes, list certifying agency:**

No response

69 **Historically Underutilized Business (HUB)**

☐ Yes

☑ No

70 **If yes, list certifying agency:**

No response

71 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes

☑ No

72 **If yes, list certifying agency:**

No response

73 **Other recognized diversity certificate holder**

☐ Yes

☑ No

74 **If yes, list certifying agency:**

No response

75 **Contractor Relationships**

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.

School Specialty has access to 1,007 installation subcontractors nationally. We utilize our installation partners on small, transactional orders requiring installation services to large, new construction projects where we're providing products and services for entire school buildings. Please see the attached listing of installation subcontractors that also indicates if the companies hold minority-owned certifications. There are several companies on the list that are in the process of gaining certifications.

76 **Describe how supplier differentiates itself from its competitors.**

Please see our attachment 76. Describe how supplier differentiates itself

77 **Litigation, Bankruptcy or reorganization**

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

Please see attached litigation and bankruptcy emerge and reorganization documents.

78 **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☑ No

79 **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

School Specialty does not have any debarment or suspension actions taken against us.

80 **Distribution, Logistics**

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.

School Specialty can provide products and related services for each of the categories listed in Region 4/OMNIA RFP number 24-01. We have manufacturing partners and our own proprietary brands that enables our company to provide furniture for all areas of our customers buildings including the following and more: Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems, Storage & Equipment; Technology & Esports Support Furniture; Library Furniture; Health & Science Furniture; Cafeteria Furniture; Learning Spaces Furniture; Audio/Visual Furniture; Art Instructional Furniture; Educational Office Furniture; Career/Technical Education Furniture; Music/Auditorium/Theater/Performing Arts; Wall and Ceiling Solutions; Privacy Pods; Phone, Sound Isolation Rooms and Furniture Booths; Safety and Security Furniture; Interior Solutions; Related and Ancillary Products, Accessories, and Solutions; We also can provide furniture for categories not listed within the RFP, I.E., outdoor bleachers, lockers, playground equipment, outdoor furniture, eSports, film & production, fitness, justice, and much more. Our services include the following: Design, Project Management, Installation, Customer Care, Marketing, Web services, and Product Quick-Programs.

81 **Distribution**

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.

Our National Contracts team will work with our sales teams and internal support team member to promote and distribute the products and related services on a national basis through-out the life cycle of the Master Agreement. Customers will have access to our sales team, website, physical catalogs, and other marketing material to review our products and related services. School Specialty can provide products and services in all fifty states, U.S. Territories, and Outlying areas. School Specialty has a national sales force with furniture experts, internal sales representatives, corporate marketing, customer care, project management, internal furniture & equipment quote specialists, and a nation-wide base of third-party installation subcontractor and freight carriers' partners who all will play integral part in ensuring we provide exceptional product and services to your member agencies. Our sales teams along with our furniture quote specialists will work directly with the school districts on their furniture needs. Once award purchase orders or contracts, the orders will be processed by our internal sales support teams to ensure they are processed timely and accurately. Purchase orders will be sent to the manufacturers. Once manufactured, the products will ship via one of our 22 national freight carrier partners or by one of the manufacturers freight carriers. Our carriers can deliver to all fifty states, U.S. Territories, and Outlying areas. If orders require installation services, we have a nation-wide network of installers (1,007) who will provide this service in all fifty states, U.S. Territories, and Outlying areas.

82 **Distribution**

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.

We load contract pricing on each customers' individual account within our computer system. By loading the contracted pricing on customers' accounts, our system generates the correct pricing. We also provide customers with the manufacturers' MSRP price lists along with a "Discount Summary Sheet" that lists their discounts by manufacturer per pricing tier. This sheet also explains freight are included in their discounts and the installation price range. By reviewing the sheet, customers can verify and confirm they're receiving the correct contract pricing. For customers who have web accounts, we can place the discounts and MSRP price lists on their landing page as well to verify their pricing. Our Sales Team, Contract Team, and Quotes team will receive extensive contract training to fully understand the terms, conditions, and pricing that's contained in the Master Agreement. These teams can also provide pricing verification whenever asked by customers. The teams have access to the customers' accounts within our computer system and can quickly verify the information. School Specialty does not have retail stores or distributors. Participating agencies can request from School Specialty to provide them with a history of their purchases against the pricing in the Master Agreement, and we can provide them with sales usage reports displaying the pricing for multiple purchases.

83 **Logistics**

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

Please see the attachment, Discount Summary Sheet, all manufacturer's submitted on this list will be involved with the manufacturing and processing products. Orders will ship via our third-party freight carrier partners or via the individual manufacturers utilizing their shipping programs. We have 22 national freightcarriers and 1 parcel partner nationally who transports our products from the manufacturers to our customers. (See attached for listing of carriers) • We have 1,007 installation subcontractors that we can utilize for orders/projects requiring installation services. (See attached for listing of installation companies and freight carriers).

84 **Logistics**

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

School Specialty LLC Corporate Office W6316 Design Drive Greenville, WI 54942 275,000 sq. feet • Distribution Facility 80 Northwest Boulevard Nashua, NH 03063 300,000 sq. feet • Distribution Facility 100 Paragon Parkway Mansfield, OH 44903 275,000 sq. feet • Manufacturing Facility Classroom Select Brand 1110 Industrial Blvd. Cameron, TX 76520 700,000 sq. feet • School Specialty LLC Manufacturing Facility Childcraft/Bird-In-Hand Woodworks Inc. Brand 3031 Industry Drive Lancaster, PA 17603 86,000 sq. feet

85 **Marketing and Sales**

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:

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

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: • Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. • 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. • Please see the detailed 90-Day Sales and Marketing Plan attached.

86

90-day Plan

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:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- 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
- 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.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- 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

Please see attachment 86. 90-day Plan

87

Transition

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.

School Specialty currently holds several OMNIA Partners contracts. Therefore, all of our current SSL customers utilizing any of these current agreements will automatically be eligible for the use of the Furniture Master Agreement. If we are awarded a Master Agreement for furniture, SSL sales personnel will lead with the OMNIA Partners Furniture Agreement when an existing OMNIA Partners customer has an upcoming furniture project. SSL participates in many regional, local, and state agreements along with other national contracts.

88

Logo

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.

☑ Yes

☐ No

89

Sales

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:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

90

Training

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

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

91

Responsibility

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

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 – Helen Schleis, Director Contracts & Cooperatives Email: Helen.Schleis@schoolspecialty.com, Ph # 678-823-5125

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Sales Force

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.

School Specialty has a sales force of 214 sales representatives. Of the 214, 158 are Feld Sales Representatives spread out across the country along with a team of 56 Inside Sales Representatives who also have their own individual coverage territories. With this coverage model, we have a national sales presence in all 50 states. Our entire sales force has the responsibility of promoting and selling supplies, furniture, and related services; however, we have two sales positions who are experts in the furniture sales market, Senior Learning Environment Specialists and Learning Environment Specialists. They work collaboratively with other sales team members to represent a comprehensive array of products and services utilized to create a21st Century Learning Environment for our customers. They have a deep knowledge of the breadth and depth of School Specialty's offering from furniture, equipment, educational technology, and proprietary furniture brands. They assess customers' needs and provide the proper solutions that drive sales growth while strengthening customer relationships. They work daily, transactional opportunities along with new construction, large renovation projects. These positions report up to a Regional Sales Manager. Our field Strategic Account Representatives, Strategic Account Associates, and Category Managers are responsible for promoting and selling supplies, furniture, and related services (they report up to the Strategic Account Leaders). This group of field sales representatives work on daily, transactional opportunities in collaboration with our Senior & Learning Environment on new construction, large renovation projects. They Category Managers are experts in several fields including furniture. They have an outstanding knowledge base of our manufacturers and furniture lines. They can assist with deciding the appropriate furniture needs of our customers when asked to participate in building out projects. The Inside Sales Representatives and Supervisors have their own individual territories they cover. Their accounts are typically smaller in size and volume and may reside in or outside of remote areas. They're responsible for promoting and selling supplies, furniture, and related services who report to our Director of Inside Sales. Our Directors of Learning Environment Sales and Regional Business Development Managers assists sales representatives build their K-12 industry knowledge, and they help with developing sales strategies along with creating general and projects specific innovative solutions. This group reports up to our Vice-President of Sales. The Directors of Contracts and Cooperatives are responsible for helping the sales team member to understand contract utilization and strategy to help grow contract revenue in their territories. These Directors report to our Vice-President National Contracts and Strategic Accounts. Highest Level Executive in Charge of Sales Team Ryan Bohr, President & Chief Executive Officer Ryan.Bohr@SchoolSpecialty.com (312) 925-6977 Please see the attached National Sales Force Organization Chart.

93

Implementation

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

The School Specialty Contracts Team has developed an on-going training program for our entire sales force. This training program includes how to properly utilize the contract in daily interactions with their customer base. In addition, the Contracts Team has been working with OMNIA Partners sales personnel to create open avenues of communication and partnership over the last five years and will utilize that existing partnership to implement and grow a new Furniture Award. This will include: • Continued use and refinement of our School Specialty/OMNIA Partners lead process. • Identification of mutually beneficial account targets and engaging SSL and OMNIA field personnel to implement the strategy. To help grow sales for the contract, we will proactively look at methods and create strategies to include the contract on daily, transactional sales as well as on our large, new construction/ large renovation projects nationally. With our sales presence in all 50 states, U.S. Territories, Outlying areas, School Specialty can continue to increase contract sales.

94

Program Management

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.

• The School Specialty Contracts Team will be responsible for managing the national program through-out the term of a Master Agreement. • Ongoing Coordination of Marketing & Sales Efforts – The Contracts Team will coordinate creation of timely marketing material with our Account Marketing Team. This will include all printed material and creation/updating of the landing page. The team will also be responsible for working with Sales Leadership to drive sales for the contract and ensuring their sales teams are proactively promoting the contract with OMNIA Partners participating agencies through various marketing strategies, daily transactional, and major project opportunities. • Public Account Set-up – we have a dedicated team of associates, Account Modification Group, who will work directly with our sales team whenever a new Participating Public Agency account needs set-up. Turnaround time for the set-up continues to be less than 24 hours after receipt of request. • Contract Administration – The Contracts Team will be responsible for working with our Corporate Reports and internal teams to ensure contract administration requirements including payments and reporting are performed timely.

95

Supplier's Customer List

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.

? School Specialty's public agency sales for 2023 was $558,538,304. • New York City Department of Education Contact: Andrea Black, Director of Division of Contracts and Purchasing Phone # 718-935-4605 Email: ARblack@schools.nyc.gov Brooklyn, NY Previous Fiscal Year Total Purchases: $49,069,129 • Jefferson County Public Schools Contact: Wyatte Wynn, Director of Purchasing Phone # 502-485-3543 Email: Wyatte.wynn@jefferson.kyschools.us Louisville, KY Previous Fiscal Year Total Purchases: $8,874,720 • Board of Education of the City of Chicago Contact: Bryan Forero, Director of Category Management Phone # 773-553-2906 Email: Bforero@cps.edu Chicago, IL Previous Fiscal Year Total Purchases: $8,657,767 • Isaac Elementary School District 5 Contact: Dr. Liliana Mesa-Lema, Assistant Superintendent Phone # 602-455-6795, Ext. 10795 Email: Lmesa-lema@isaacschools.org Phoenix, AZ Previous Fiscal Year Total Purchases: $7,757,883 • Newark Board of Education Contact: Sherelle Spriggs, Senior Strategic Sourcing Analyst Ph # 973-733-6549 Email: sspriggs@nps.k12.nj.us Newark, NJ Previous Fiscal Year Total Purchases: $7,145,611 • Houston Independent School District Contact: Wanda Pleasant, Sourcing Specialist Ph # 713-556-6547 Email: wpleasan@houstonisd.org Houston, TX Previous Fiscal Year Total Purchases: $6,060,510 • School District of Philadelphia Contact: Throne Cropper, Purchasing Buyer Ph # 215-400-5022 Email: tcropper@philasd.org Philadelphia, PA Previous Fiscal Year Total Purchases: $3,858,653 • Washoe County School District Contact: Andrea Sullivan, Director of Procurement and Contracts Ph # 775-850-8056 Email: asullivan@washoeschools.net Reno, NV Previous Fiscal Year Total Purchases: $3,856,359 • Los Angeles Unified School District Contact: Ana Lincon, Chief Inventory Analyst Phone # 562-654-9402 Email: ana.licon@lausd.net Los Angeles, CA Previous Fiscal Year Total Purchases: $3,485,490 • St Louis Public Schools Contact: Stephanie Piatt, Purchasing Director Phone # 314-345-2231 Email: stephanie.piatt@slps.org St. Louis, MO Previous Fiscal Year Total Purchases: $3,068,253

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System Capabilities and Limitations

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.

Please see our attachment 96. System Capabilities and Limitations

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Projected Sales Year One

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"). 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.

$40,000,000.00

98

Projected Sales Year Two

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"). 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.

$43,000,000.00

99

Projected Sales Year Three

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"). 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.

$46,000,000.00

100

Attribute deleted as part of an Addendum

101

General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

102

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

103

Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

104	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
105	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

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Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:
• a sponsored research contract of an institution of higher education;
• an interagency contract of a state agency or an institution of higher education;
• a contract related to health and human services if:
• the value of the contract cannot be determined at the time the contract is executed; and
• any qualified vendor is eligible for the contract;
• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☑ I certify compliance with this attribute.

107	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

108

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

109

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

110

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

111

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

112

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

113

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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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 confidential 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.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

114

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

115 **Contracting Information**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

116 **Anti-Trust Certification Statement**

Vendor affirms 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 bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid 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.

☑ I certify compliance with this attribute.

117 **Federal Rule (A) - Contract Term Violations**

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.*

☑ I certify compliance with this attribute.

118	**Federal Rule (B) - Termination Conditions** **(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.

119	**Federal Rule (C) - Equal Employment Opportunity** **(C)** 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 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

120	**Federal Rule (D) - Davis Bacon Act/Copeland Act** **(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
121	**Federal Rule (E) - Contract Work Hours and Safety Standards Act** **(E)** (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
122	**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement** **(F)**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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

123

Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

124

Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

125

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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 certificate 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.

☑ I certify compliance with this attribute.

126

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

127

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

128

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"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" means 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.

☑ I certify compliance with this attribute.

129

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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.

☑ I certify compliance with this attribute.

130	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
131	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
132	**Federal Rule - Solid Waste Disposal Act** 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 Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

133	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
134	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
135	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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). ☑ I certify compliance with this attribute.

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Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

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Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

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Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

139	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

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 submited, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 4, Pg 5	Products & Pricing	Providing volume tiered discounts that includes freight with separate line for installation charges	
1.2	Marketing, Sales, and Administrative Support	School Specialty LLC is proposing a 2.50% administrative fee.	
Contract, Appendix A, Pg # 4	Section 14 - Delivery	Please allow 4 - 6 Weeks for delivery after receipt of purchase orders	

Appendix C, Doc #1

Type text here

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.)

05/31/2024
Date

Leonard Adkins Assistant Secretary
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	**Contact**	Leonard Adkins **Signature**
			Leonard Adkins **Printed Name**
			Assistant Secretary **Position with Company**
Address	W6316 Design Drive		
	Greenville, WI 54942	**Official Authorizing Proposal**	Leonard Adkins **Signature**
			Leonard Adkins **Printed Name**
Phone	888-388-3224		Assistant Secretary **Position with Company**
Fax	888-388-6344		

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:
2024-1154642

Date Filed:
04/30/2024

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
Mansfield, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
ESC Region 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.
24-01
Furniture, Installation, and Related Services

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	
Peterson, Nick	Greenville, WI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Leonard Adkins, and my date of birth is 06/04/65.

My address is 100 Paragon Parkway (street), Mansfield (city), OH (state), 44903 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Richland County, State of OH, on the 31st day of May (month), 2024 (year).

Leonard Adkins
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, Leonard Adkins, 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.

Leonard Adkins — 05/31/2024

Signature of Named Authorized Company Representative — Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

School Specialty, LLC

2 ☒ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7

Leonard Adkins

Signature of vendor doing business with the governmental entity

06/04/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Region 4 ESC - OMNIA Partners

Solicitation No. RFP 24-01

Furniture, Installation and Related Services

Manufacturer	$0–$25,000	$25,001–$100,000	$100,001–$250,000	$250,001+
Amtab	29%	30%	31%	32%
Aurora Storage	33%	32%	34%	35%
BCI	1%	1%	1%	1%
Big Toys	1%	1%	1%	1%
Bird-in-Hand / Childcraft	68%	69%	70%	71%
Bison	1%	1%	1%	1%
Carolina Covertech - School Safety Solutions	17%	18%	19%	20%
Carpets for Kids	20%	22%	25%	27%
CEF	20%	22%	25%	27%
CEIA	1%	1%	1%	1%
Children's Factory	18%	20%	23%	25%
Classroom Select	69%	70%	71%	71%
Copernicus — not including Irover	28%	30%	33%	35%
Dero	1%	1%	1%	1%
Diversified Spaces	50%	52%	54%	55%
Draper	8%	11%	12%	14%
Dukane	36%	38%	40%	42%
Elkay	36%	38%	40%	42%
Field Controls	1%	1%	1%	1%
Fire King	34%	35%	37%	39%
Fleetwood	20%	22%	25%	27%
Freenotes Harmony Park	1%	1%	1%	1%
Frog Furnishings	1%	1%	1%	1%
Ghent	34%	36%	39%	40%
Greene	1%	1%	1%	1%
Halo-IPVideo-Ingram	4%	6%	7%	8%
Haskell	36%	38%	40%	42%
Interior Concepts	40%	42%	44%	45%
Ironwood	42%	43%	45%	47%
K and R Solutions Group	1%	1%	1%	1%
Kaemark	1%	1%	1%	1%
Kay Park	1%	1%	1%	1%
KFI Seating	47%	48%	50%	52%
Legend Fitness	1%	2%	3%	5%
Luxor	18%	20%	23%	25%
Media Technologies	36%	38%	40%	42%

Manufacturer	$0–$25,000	$25,001–$100,000	$100,001–$250,000	$250,001+
Medify	1%	1%	1%	1%
Midland	12%	13%	14%	15%
Monaco LLC	10%	12%	16%	18%
Mooreco	37%	38%	41%	42%
MYT Coat	1%	1%	1%	1%
Paragon Furniture	35%	36%	37%	38%
Paragon Industries	2%	2%	3%	4%
Plymold	39%	40%	41%	42%
Projects by Design	Value added service: No Charge			
RFM Seating	29%	31%	33%	35%
Republic Storage (KC Bin)	26%	28%	31%	32%
Sandusky Lee	11%	14%	17%	19%
School Specialty F & E Catalog	14%	14%	14%	14%
Screenflex	1%	1%	2%	2%
Snozelen	69%	70%	71%	71%
Specseats	18%	20%	22%	24%
Superior Recreational	1%	1%	1%	1%
Tenjam	36%	38%	40%	42%
Tesco	26%	28%	31%	33%
Ubtech Robotics Corp.	1%	1%	1%	1%
Ultra Play	2%	2%	2%	2%
Ultra Site	4%	5%	7%	8%
United Visual	1%	1%	1%	1%
Waddell	39%	40%	41%	42%
WB Mfg.	57%	58%	59%	59%
ZkTeco	1%	1%	1%	1%

All products are priced FOB to all member agencies within the continental US (free freight). Shipments to Alaska, Hawaii and Territories and Outlying areas are prepaid to the port of exportation. Additional freight from US port to final destination will be applied at actual charges on a separate line.

Delivered pricing includes dock/tailgate/liftgate delivery during normal business hours (8:00 am - 4:00 pm, Monday-Friday).

Installation costs, if necessary, will be quoted on a job-by-job basis with a minimum charge of $30.00 per hour, not to exceed $65.00 per hour including orders that may have prevailing wage requirements. In circumstances where there are installation delays outside of standard installation timelines, there can be additional billing of warehousing/storage fees at current market rate.

Discounts will remain firm for the term of a contract. In addition, School Specialty reserves the right to provide deeper discounts than those listed above based on the size and scope of the opportunity.

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Value Add

As part of the value-add product offering, we can provide stage curtains through one of our manufacturing partners, Luxout Products. Luxout Products is a manufacturer of custom stage curtains who also perform installation services for their product line. We're requesting to add Luxout products under the furniture scope of "Related Products, Support Services and Solutions. We believe including Luxout as a "Value Added' company will enhance and add value to the contract through their ability to produce and install custom stage curtains for OMNIA members.

School Specialty is an authorized dealer of Luxout product (please see dealer letter of authorization). Nationally, we've have partnered with them on custom stage curtains since 2010. Luxout includes cost of products, shipping, and installation as part of their scope of services for School Specialty's stage curtain projects. For additional information on Luxout and their offering, please visit their website at https://www.luxout.com/. As each stage curtain project is consider custom and unique to each opportunity, Luxout does not published a MSRP Price List (they provide quotes for each project).



PROJECT APPROACH



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Design, project management, & more

Projects by Design is our turnkey, collaborative, and complimentary service designed to help you envision and install dynamic, future-ready learning spaces.

We support you every step of the way from initial discovery to design, delivery to development, through installation and beyond.

We can be your single source for products, design, and project management resulting in one P.O. for your entire project.



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Our proven process

DISCOVER
Discovery meeting, project roadmap, alignment on budget and vision.

DESIGN
Design and product recommendations presented in detailed color renderings. Final price proposals — detailed room-by-room.

DELIVER
On site supervision of the entire post-award process and management of all logistics.

DEVELOP
A variety of half- and full-day courses to help you get the most out of your new environments.


Coding Mornings
Learning Goals:
- to work together
- to problem solve
- to talk through your learning
- to listen to each other
- to learn something new
- to have fun!

DISCOVER

DISCOVER

Because our focus is on achieving YOUR unique objectives and bringing YOUR instructional vision to life, the Discover phase is all about getting to know you and understanding your needs.

An initial kick off meeting will review both high level strategy and the all-important executional details.

- STRATEGIC VISION SESSION
- Review typical environments for each type of space needed
- Develop a picture of your vision
- Connect instruction to the environment
- Identify essential elements for each environment

- SCOPE & REQUIREMENTS REVIEW
- Review requirements of each area based on:
  - instructional activity and intent
  - storage requirements
  - functions
  - technology and architectural considerations
- If needed, conduct inventory of existing furniture to assess condition and determine what can be reused



DISCOVER

We have identified 6 Essential Design Elements® critical to help transform a space into a dynamic, future-ready learning environment. These serve as our guiding principles to determine your needs and the possibilities for your spaces.

CHOICE: When students have choices, they become more engaged. Provide a variety of seating, tables with variable heights, and a range of colors that inspire.

COMFORT: Comfortable students feel confident to explore and discover. Fill a space with ergonomic furniture, appropriate lighting, optimal air quality, and watch them go.

VERSATILITY: One space can serve many purposes. Create environments that can adjust across modes and activities by selecting furniture you can remix and rearrange.

CONNECTION: Collaboration is the fuel that powers social energy. Create spaces that encourage interaction between students, teachers, peers, and ideas.

STIMULATION: Active learning design doesn't just allow physical movement, it helps the mind swivel to attention, encouraging thinking, focus and exploration.

TECHNOLOGY: Tech is everywhere… and that's where students need to be able to use it. Wire and equip rooms, and even furniture, to allow for learning and charging.

6 ESSENTIAL DESIGN ELEMENTS.



DESIGN



DESIGN

A LOCAL DESIGN PARTNER SUPPORTED BY A NATIONAL TEAM

We know there is no substitute for in-person partnership. Designer name, who lives right in location, will be your dedicated designer. She will be supported by X additional designers in region name.

18
DESIGNERS
across the US

300+
years of
combined experience

LEARNING ENVIRONMENT EXPERTISE
understanding the need for different types of learners and learning environments

All design services are
COMPLIMENTARY

DESIGN

CAPABILITIES

Our expert team of interior designers offer an extensive menu of capabilities to meet your needs.



DESIGN PROCESS

SCHEMATIC DESIGN	DESIGN DEVELOPMENT	DESIGN DOCUMENTATION	PROJECT COMPLETION

• Review learnings from Discover phase
• Recommend initial design concepts
• Verify
  - Critical dimensions
  - Multiple stakeholder agreement
	• Finalize Design
	• Check specifications
	• Prepare for installation
		• Confirm layouts against site conditions
		• Prepare installation packet
			• Provide post-installation materials

DELIVERABLES • Layout with CET computerized smart furniture symbols • Space plan with furniture selections • Initial finish recommendations • Colors and materials design board • Initial budget and timeline	DELIVERABLES • 3D renders • Detailed product information, including furniture & finish call outs • Furniture plans • Product/finish selections	DELIVERABLES • Detailed product specification list • Installation drawings • Room by room list for product staging • Color coded plans to show item location	DELIVERABLES • As built drawing if needed • Project folder including • Submittals

Exact steps and deliverables dependent on scope



DESIGN

SCHEMATIC DESIGN

WHAT WE DO:

In this step, the information and insight we gathered during the Discover Phase is used to develop initial designs.

This is a collaborative process where we work together to refine the project goals and narrow in on the best solutions for you.

DELIVERABLES:

- Space plan & furniture layout
- Initial product selections
- Initial colors and materials
- Initial budget and timeline



DESIGN

DESIGN DEVELOPMENT

WHAT WE DO:

In this step, we bring the initial schematic designs to life, and work with you to finalize all aspects of the design.

DELIVERABLES:

- 3D renders that let you see how the room(s) will look and feel
- Detailed product information, including furniture & finish call outs
- Furniture plans
- Product/finish selections



DESIGN

DESIGN DOCUMENTATION

WHAT WE DO:

Once designs are approved, we assemble a toolkit with everything needed for you, the project managers, and installers to ensure successful ordering, delivery, and installation.

DELIVERABLES:

- Detailed product specification list
- Installation drawings
  - Dimensions, room #s, product #s, safety codes, and notes for staging and furniture placement
- Room by room list for product staging
- Color coded plans to show item location



DESIGN

PROJECT COMPLETION

WHAT WE DO:

Our service doesn’t stop when the project ends. Post-installation, we will give you all the materials pertaining to your project and also store a comprehensive project folder at School Specialty so that we can continue to meet your needs for the completed project, and all future projects.

DELIVERABLES:

- As built drawing if needed
- Project folder including
  - Computerized installation drawings
  - Specifications
  - Finishes and color selections
  - Photographs
- Submittals



DELIVER



DELIVER

PROJECT MANAGEMENT PROCESS

Our expert team is here to manage every aspect of your installation. You will have a dedicated, on-site project manager who will oversee a trusted team to ensure your project is on time, in budget, and completed to your satisfaction.

PRE-INSTALLATION

- **Gather documentation:** Review comprehensive installation toolkit from design team
  - Specifications
  - Installation drawings
  - Call outs for approved layout, products, and finishes
  - Room by room
- **Walk through** 4-6 weeks in advance to plan all logistics and evaluate site readiness, offloading & staging logistics. Includes: Installer, Field Project Manager, Sales Team, Construction Superintendent, and School Representative

INSTALLATION

- **Weekly project meetings** to track timing, tasks, and ensure scheduled deliveries are on time.
- **Daily communication** providing punch list report, completion status, any last-minute shipping delays
- **Punch list walk through** when the installation is almost complete. Punch-list resolution plan is put in place

POST-INSTALLATION

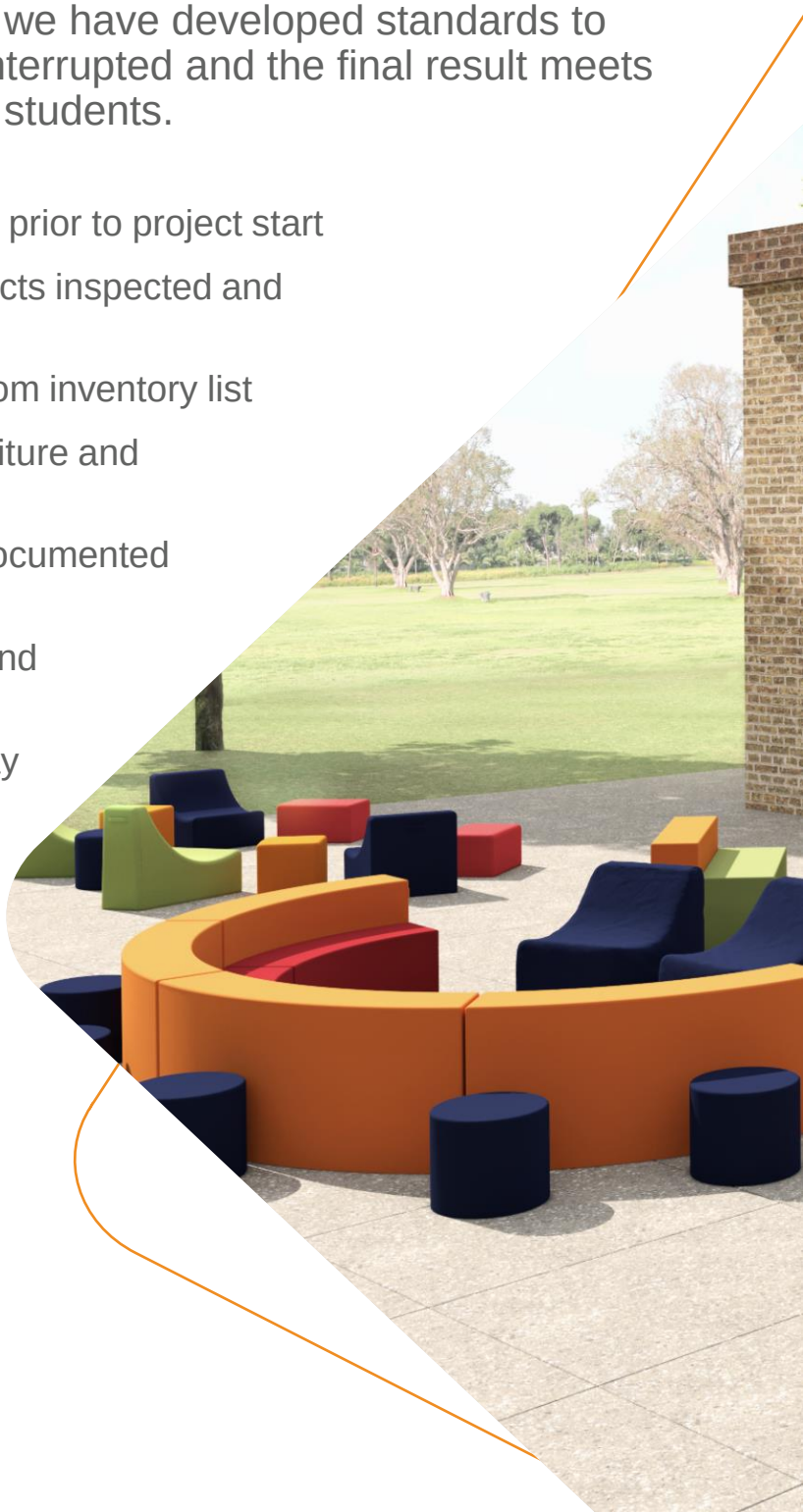
- **Final walk-through** with Installer, Field Project Manager, and School Representative
- **Punch list resolutions** managed by your personal representative
- **Monthly touch base through year 1.** Your representative will walk the site to determine any warranty issues and evaluate the furniture.

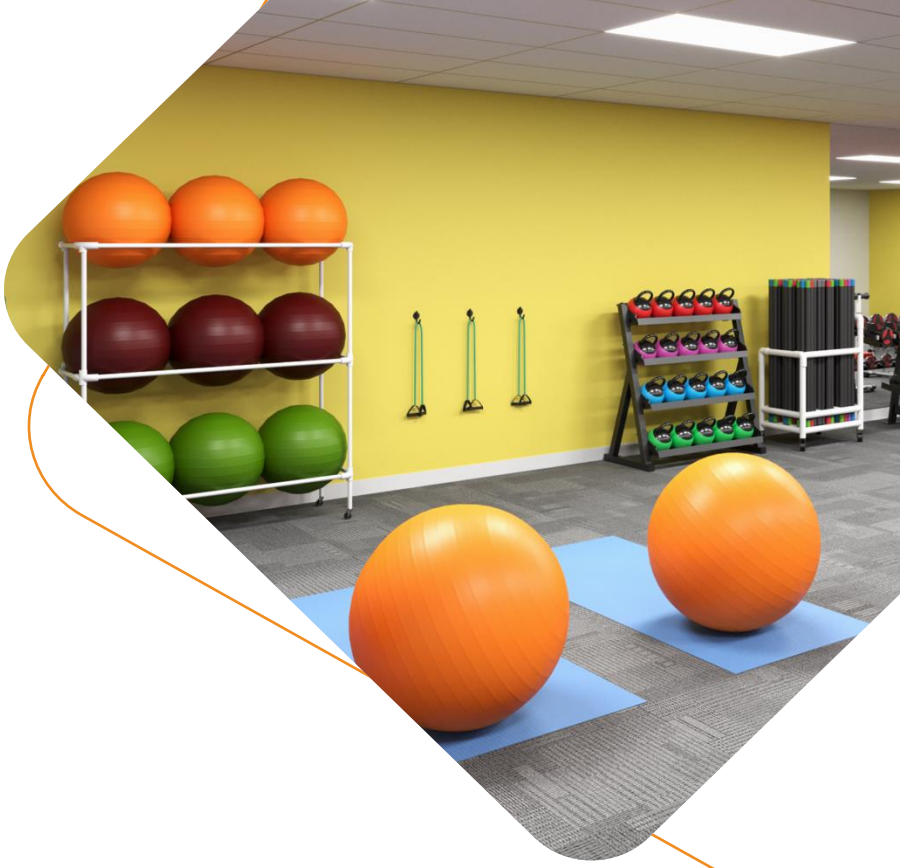
DELIVER

STRICT STANDARDS TO ENSURE YOUR SATISFACTION

At School Specialty, working with schools is all we do. Over hundreds of successful projects, we have developed standards to ensure the school day is never interrupted and the final result meets the needs of you, your staff, and students.

- **Floor, wall, & elevator protection** prior to project start
- **Unloading & receiving** with products inspected and issues documented with photos
- **Set in place**, following room-by-room inventory list
- **Assembly & inspection** of all furniture and equipment so it is ready to use
- **Punch list items identified** and documented daily to Project Manager
- **Punch list reviewed** with school and signed before crew's departure
- **Site cleaned** at the end of each day
- **Daily trash removal**
- **Product staged** in an approved area





DELIVER

ROBUST SUPPORT RESOURCES

As a large, national company, School Specialty is able to offer robust resources and services. Along with your dedicated project manager and local team, we support you with:

- **Trusted installer network** of approved, local partners
- **Custom software system** to manage and track projects, providing timely and accurate information
- **Network of transportation providers** to ensure deliveries are well cared for and arrive on-time
- **Dedicated customer support teams** to assist you at any time
- **Dedicated accounting department** for accounts payable and receivable support
- **EDI capabilities** to streamline invoicing



DEVELOP



DEVELOP

It’s hard to stay current on ever evolving techniques and teaching styles. We support you with a variety of professional development courses taught by former educators, administrators, and researchers offering practical tips and inspiration to help you get the most out of your learning environments.

This phase is ready when you are – before or after installation, to inspire or train.

Our offerings continually evolve and expand as we stay on top of the latest learnings. Current half- and full-day courses include:

- Designing Innovative Learning Spaces
- Culture and Climate in the Student-Centered Classroom
- Incorporating Authentic Student Voice and Choice in the Classroom
- Building a Culture of Collaboration
- Instructional Strategies for Innovative Learning

Verification of Contract Pricing

We load contract pricing on each customers' individual account within our computer system. By loading the contracted pricing on customers' accounts, our system generates the correct pricing. We also provide customers with the manufacturers' MSRP price lists along with a "Discount Summary Sheet" that lists their discounts by manufacturer per pricing tier. This sheet also explains freight are included in their discounts and the installation price range. By reviewing the sheet, customers can verify and confirm they're receiving the correct contract pricing. For customers who have web accounts, we can place the discounts and MSRP price lists on their landing page as well to verify their pricing.

Our Sales Team, Contract Team, and Quotes team will receive extensive contract training to fully understand the terms, conditions, and pricing that's contained in the Master Agreement. These teams can also provide pricing verification whenever asked by customers. The teams have access to the customers' accounts within our computer system and can quickly verify the information.

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 DR

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** ▶ 1/3/2023

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.*

D&B Finance Analytics

Printed By: Greg Clemens

Date Printed: 03-22-2024

LIVE REPORT

SCHOOL SPECIALTY, LLC

Tradestyle(s): -

ACTIVE HEADQUARTERS

D-U-N-S Number: 11-768-5814
Phone: +1 920 734 5712

Address: W6316 Design Dr, Greenville, WI, 54942, United States Of America
Endorsement: greg.clemens@schoolspecialty.com

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	75	8 Days Beyond Terms
Delinquency Score	82	Low to Moderate Risk of severe payment delinquency.
Failure Score	23	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B H	View More Details
Bankruptcy Found	N	
D&B Rating	1R4	10 employees and over, Higher than Average Risk

COMPANY PROFILE

D-U-N-S
11-768-5814

Mailing Address
UNITED STATES

Employees
1,140

Legal Form
Corporation (US)

Telephone
+1 920 734 5712

Age (Year Started)
4 Years (2020)

History Record
Clear

Present Control Succeeded
2020

Named Principal
Ryan M Bohr, CEO-PRES

Date Incorporated
07-13-2020

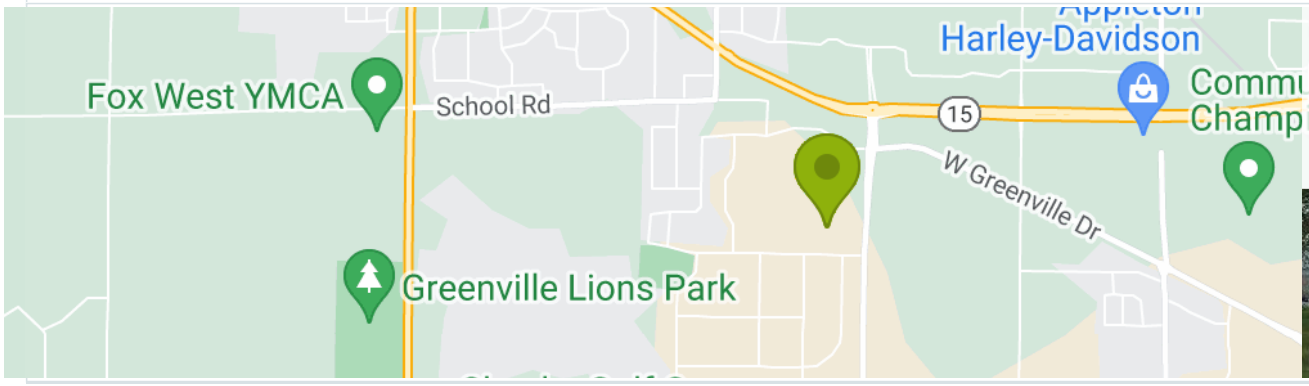
Line of Business
Ret mail-order house

State of Incorporation
DELAWARE

SIC
5961

Ownership
Not publicly traded

NAICS
459999



Street Address:
W6316 Design Dr,
Greenville, WI, 54942,
United States Of America



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

Describe ordering methods, tracking, and reporting.

- Dropship Orders (No Installation Services Required).
    - OMNIA Members can place orders via several methods:
        - Online by logging into their accounts at Select.SchoolSpecialty.com
        - Telephone by calling our Order Entry Team at toll free (888) 388-3224.
        - Email (Contiguous 48 states) by sending to orders@schoolspecialty.com. Alaska & Hawaii utilize internationalorders@schoolspecialty.com.
        - Mail by sending purchase orders to PO Box 1579, Appleton, WI 54912-1579
        -

Member agencies can track their orders, access their invoices, view proof-of-delivery copies, and more by logging into their account at Select.SchoolSpecialty.com.

School Specialty has an in-house staff of Business Data Analysts who are responsible for creating and maintaining reports. We have a reporting system that enables the team to provide formal or ad hoc reports to customers. Our reporting system can provide a wide range of information from products, invoicing, shipping information, and so much more.

- Installation Orders (Orders Requiring Installation Services)
    - Email directly to our Project Management Team at F&E_Orders_Quotes_Questions@SchoolSpecialty.com
    - Email (Contiguous 48 states) by sending to orders@schoolspecialty.com. Alaska & Hawaii utilize internationalorders@schoolspecialty.com.
    - Mail by sending purchase orders to PO Box 1579, Appleton, WI 54912-1579

Our Project Management Team is responsible for proactively providing customers with timely shipping, delivery, and installation information. Our Project Team provides the Members with reports related to product ship dates, when the shipments are in transit, delivery dates to their sites, and dates of installations.

Please see attached detailed copies of the reports our Project Management Teams sends to customers and installation subcontractors for installation projects. The reports are building layouts, list of products, manufacturers; ship dates, freight carriers delivery dates, room layouts, room by room, and punch list reports We send for small installation orders to large, new construction projects. If needed, the Project Management Team can work with our Data Analysts Team for various other types of ad hoc reports at the request of our customers.

Building Layout



INSTALLATION LIST

Ship To:
LOVELADY HIGH SCHOOL
501 CR 458
PRINCETON, TX 75407

Project #: 43082, 60955575, 60955578

ITEM IMAGE	SUPPLIER ITEM #	SEQ #	DESCRIPTION	QUANTITY	ROOM
				2	C214 Classroom
				2	C216 Classroom
				2	C218 Classroom
				2	C219 Classroom
				2	C220 Classroom
				2	C221 Classroom
				2	C222 Classroom
				2	C223 Classroom
				2	C224 Classroom
				2	C225 Classroom
				2	C226 Classroom
				2	C227 Classroom
				2	C228 Classroom
				2	C229 Classroom
				1	G118 Staff Restroom
				1	G146 Staff Restroom
				1	G216 Staff Restroom
				1	G244 Staff Retroom
				TOTAL QTY: 106	
	***GJO60465*** 1310516		(SP RICHARDS CO) CONTAINER WASTE 23GAL 22.5X11X30 GRAY GJO60465	3 8 TOTAL QTY: 11	C114 Culinary Campus Wide
	***GJO02343*** 1473390		(SP RICHARDS CO) LID WALL HUGGER 23 GAL 20.25X11.5X4.62 GRY GJO02343	3 8 TOTAL QTY: 11	C114 Culinary Campus Wide

School Specialty

Shipping
Progress Report

Bill To Name PRINCETON INDEPENDENT SCHL DIST

Ship To Name LOVELADY HIGH SCHOOL
Project Number 43082
Customer PO 24003932

Sales Order/ Ship To Name	Manufacture	Item Number	MFG PN	Item Qty	Description	Expect Ship Date	FRT Carrier	Tracking Number	Last Update Date
60955578/LOVELADY HIGH SCHOOL	AFFORDABLE INTERIOR SYSTEMS LLC	7907312	DCCMBCHABUYGNBK	1250	DESK - CLASSROOM SELECT - CONTEMPORARY 4-LEG COMBO - 18 IN - 18 X 24 IN - LAMINATE - T-MOLD - CHROME - CLARET SEAT AND BACK COLOR - GRAY NEBULA TOP COLOR - EBONY EDGE COLOR	5/24/2024	TMS		1/17/2024
60955578/LOVELADY HIGH SCHOOL	AFFORDABLE INTERIOR SYSTEMS LLC	7907317	DAANR3072GNWTT2	8	TABLE - CLASSROOM SELECT - RECTANGLE ACTIVITY TABLE - 72 W X 30 D IN - 22 - 30 IN PRODUCT HEIGHT - LAMINATE - T-MOLD - GRAY NEBULA TOP COLOR - EBONY EDGE COLOR - TITANIUM LEG COLOR - NEOCLASS	5/24/2024	TMS		1/17/2024
60955578/LOVELADY HIGH SCHOOL	AFFORDABLE INTERIOR SYSTEMS LLC	7907314	DAAIR2460GNWTTO	50	TABLE - CLASSROOM SELECT - ADVOCATE COMPUTER CABLE MANAGEMENT - 60 W X 24 D IN - LAMINATE - GRAY NEBULA TOP COLOR - EBONY EDGE COLOR	5/24/2024	TMS		1/17/2024
60955578/LOVELADY HIGH SCHOOL	AFFORDABLE INTERIOR SYSTEMS LLC	7905193	DC4LMCHABUXXN	100	CHAIR - CLASSROOM SELECT - CONTEMPORARY 4-LEG - 18 IN - CLARET SEAT AND	5/24/2024	TMS		1/13/2024

Generated On 5/15/2024

DELIVERY SCHEDULE

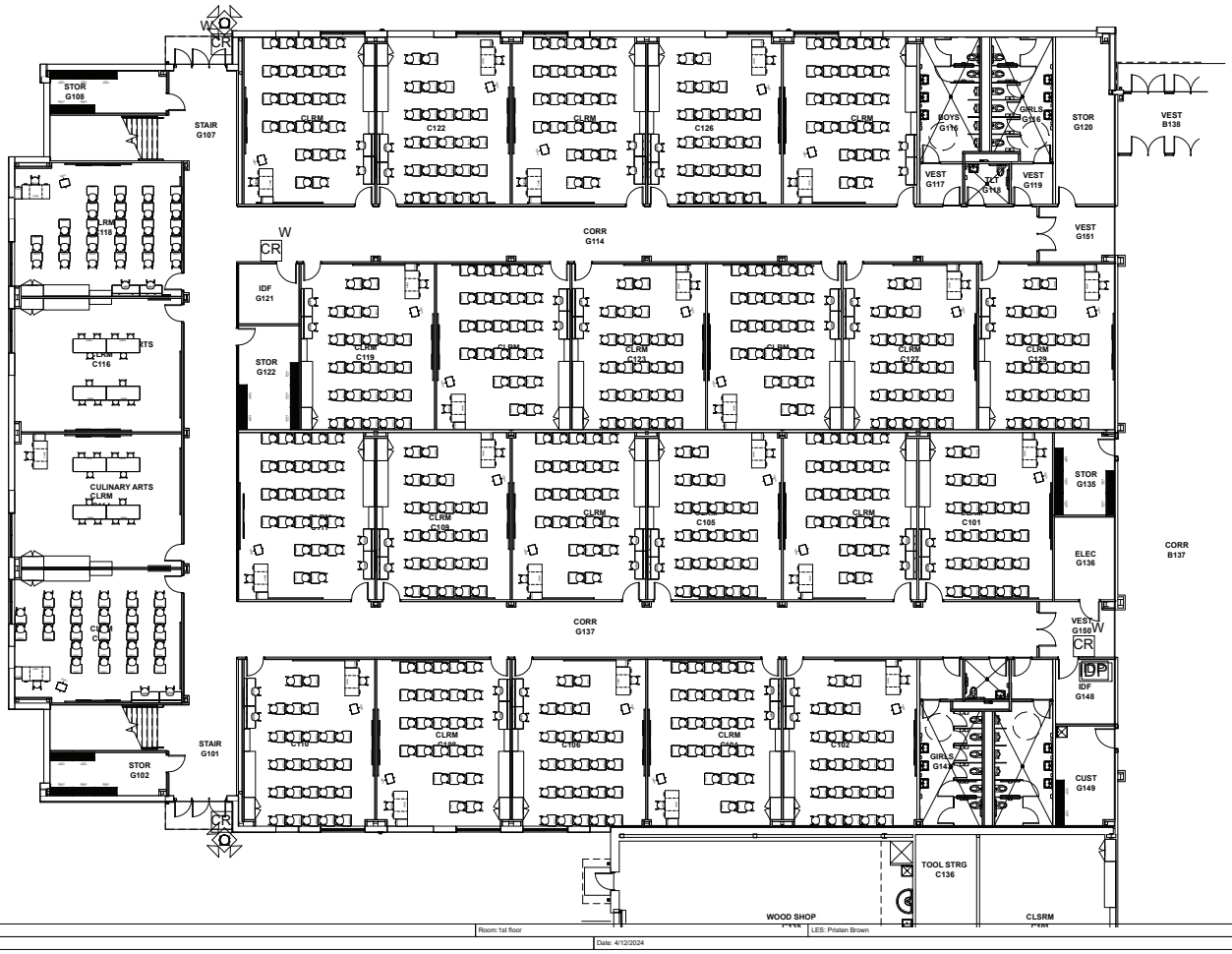
PRINCETON ISD
LOVELADY HS
501 CR 458
PRINCETON, TX 75407

PROJECTED INSTALL: 5/28 - 6/7
43082, 60955575, 60955578
SALES: PRISTEN BROWN
Installer: QSI - Terry Quincy 214-507-4935

Date: 5/20/2024
Contact Name: PHILLIP ANTHONY 469-952-5400X3502
panthony@princetonisd.net
SCHOOL SPECIALTY PM: **MALLIE WEBB 419-589-1633** mallie.webb@schoolspecialty.com
SCHOOL SPECIALTY ON SITE PM: **TROY SNODGRASS 817-751-0852**

NOTES	Monday 5/27	Tuesday 5/28	Wednesday 5/29	Thursday 5/30	Friday 5/31
AIS CAMERON 8 TRAILERS 7 FTL / 1 LTL (17 ')	HOLIDAY	1PM 3PM	8AM 10AM 1PM 3PM	8AM - LTL	
TO INSTALLER					
SAFCO / HIRSH **DIVERSIFIED WOOD** **SP RICHARDS** / HON SCHOOL SPECIALTY / ANNIN	ESD 5/9 - 5/24	SCHOOL SPECIALTY - WALL CLOCKS BO ESD - AWAITING SHIPPING ANNIN FLAGS - BO ESD 6/10			

Comments

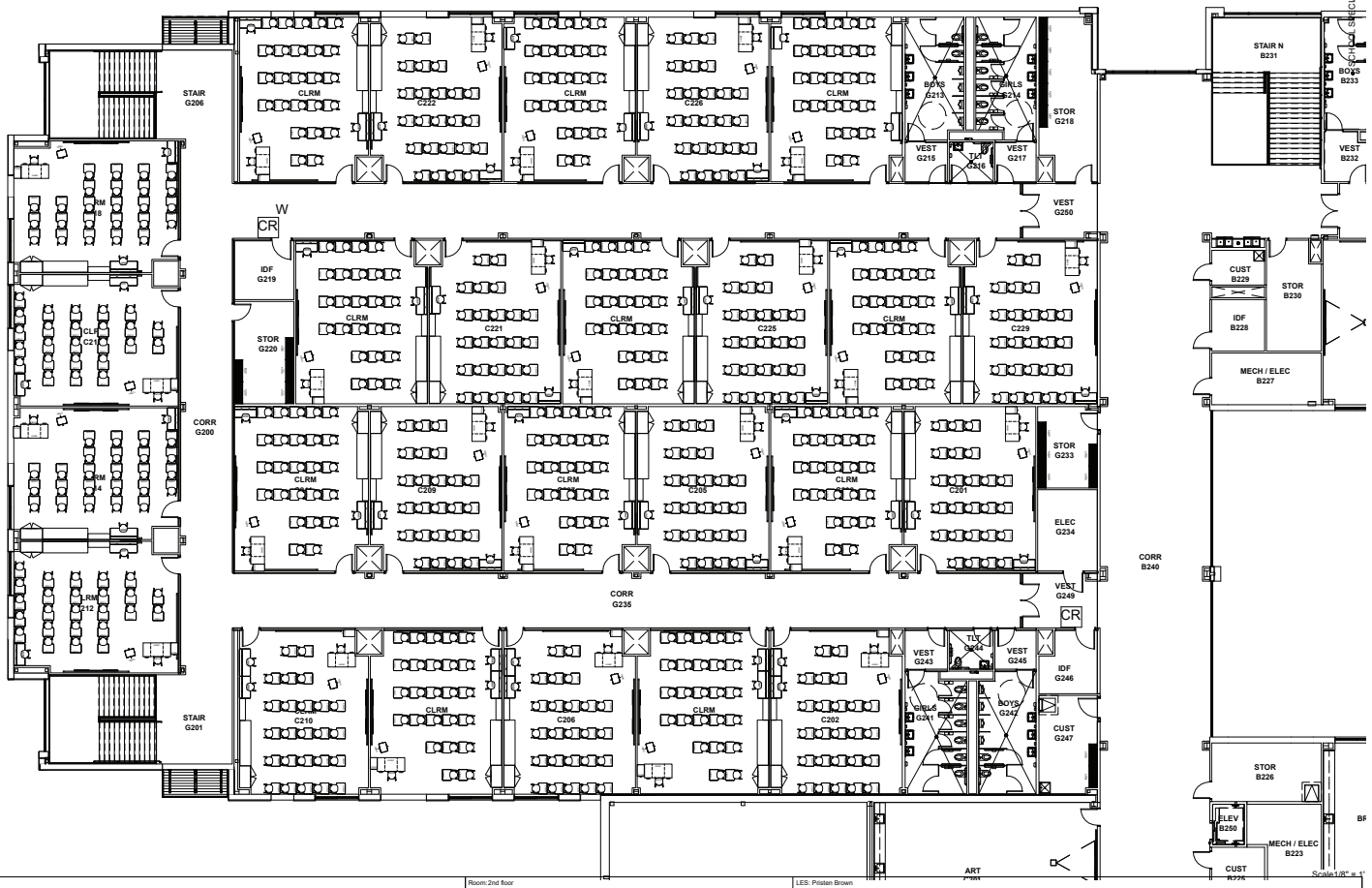


Scale:1/8" = 1'

Project Name: Love Lady	Room: 1st floor	LES: Pristen Brown
Designer: Terri Gonzalez	Date: 4/12/2024	

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SCHOOL SPECIALTY COPYRIGHT 2022



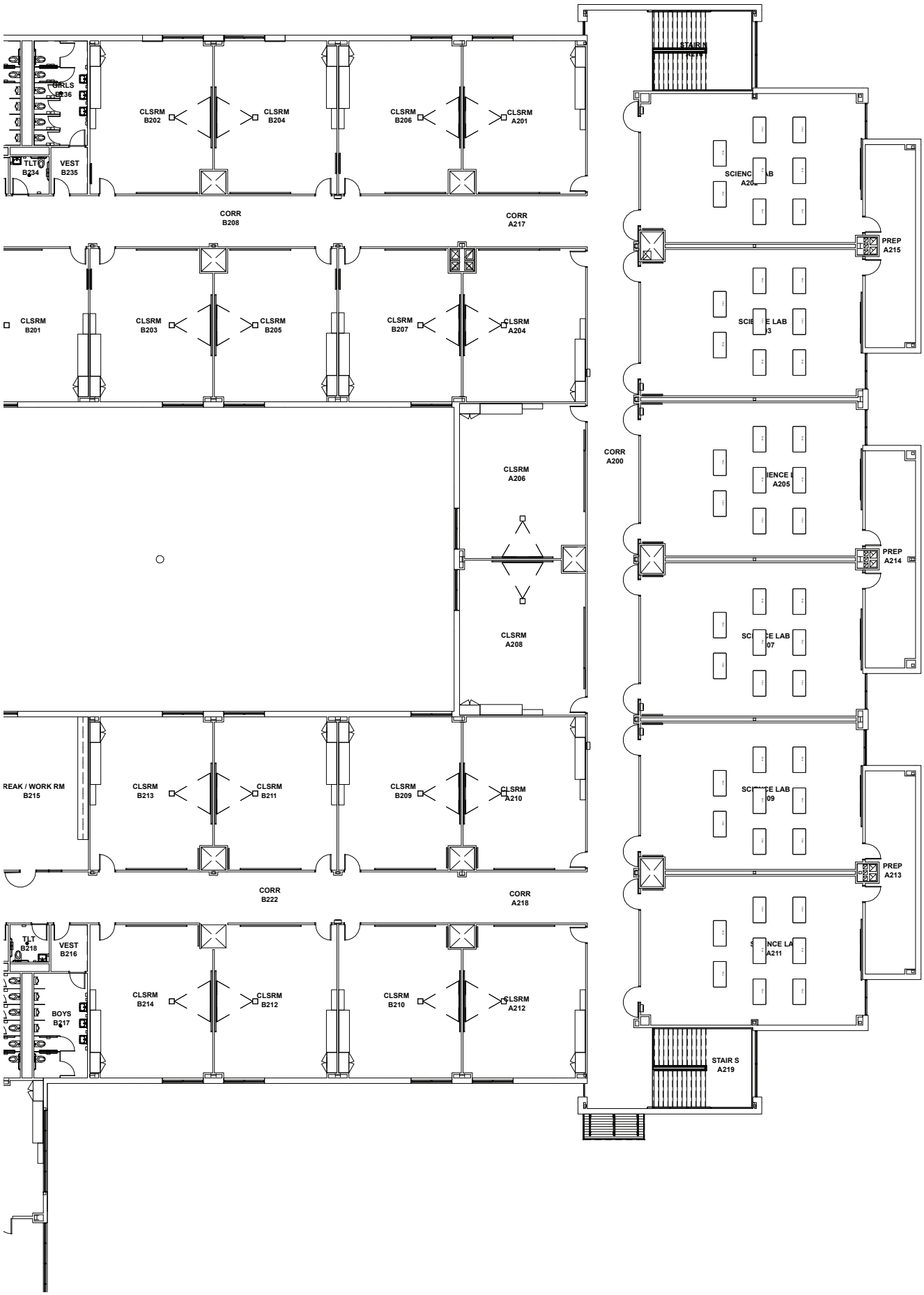
Scale:1/8" = 1'

Project Name: Love Lady	Room:2nd floor	LES: Pristen Brown
Designer: Terri Gonzalez	Date: 4/12/2024	

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SCHOOL SPECIALTY COPYRIGHT 2022

SCHOOL SPECIALTY COPYRIGHT 2022



Project Name: Love Lady	Room: 2nd Floor	LES: Pristen Brown
Designer: Terri Gonzalez	Date: 04/12/2024	

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Room By Room

Ship To:
LOVELADY HIGH SCHOOL
501 CR 458
PRINCETON, TX 75407

C101 Classroom

ITEM IMAGE	SUPPLIER ITEM #	SEQ #	SSL ITEM #	DESCRIPTION	QTY
	AFFORDABLE INTERIOR SYSTEMS LLC DAAIR2448???TTO		5004196	TABLE - CLASSROOM SELECT - ADVOCATE COMPUTER CABLE MANAGEMENT - 48 W X 24 D IN - LAMINATE - SPECIFY TOP COLOR - SPECIFY EDGE COLOR Top Color: Gray Nebula Edge Color: Ebony	1
	AFFORDABLE INTERIOR SYSTEMS LLC DAAIR2460???TTO		5004197	TABLE - CLASSROOM SELECT - ADVOCATE COMPUTER CABLE MANAGEMENT - 60 W X 24 D IN - LAMINATE - SPECIFY TOP COLOR - SPECIFY EDGE COLOR Top Color: Gray Nebula Edge Color: Ebony	1
	AFFORDABLE INTERIOR SYSTEMS LLC DC4CMCHA??XXC		1388744	CHAIR - CLASSROOM SELECT - CONTEMPORARY 4-LEG - 18 IN - SPECIFY SEAT AND BACK COLOR - CHROME - CASTER Seat and Back Color: Claret	1
	AFFORDABLE INTERIOR SYSTEMS LLC DC4LMCHA??XX?		1357323	CHAIR - CLASSROOM SELECT - CONTEMPORARY 4-LEG - 18 IN - SPECIFY SEAT AND BACK COLOR - CHROME - GLIDE - SPECIFY GLIDE TYPE Seat and Back Color: Claret Glide Type: Nylon	2
	AFFORDABLE INTERIOR SYSTEMS LLC DCCMBCHA??Y????		5009313	DESK - CLASSROOM SELECT - CONTEMPORARY 4-LEG COMBO - 18 IN - 18 X 24 IN - LAMINATE - T-MOLD - CHROME - SPECIFY SEAT AND BACK COLOR - SPECIFY TOP COLOR - SPECIFY EDGE COLOR Top Color: Gray Nebula Seat and Back Color: Claret Edge Color: Ebony	25
	ANNIN AND CO 042900		016788	FLAG W/ STAFF US 16X24	1
	ANNIN AND CO 150500		1272044	FLAG TEXAS 16X24 WITH 3/8 INCH STAFF	1
	EVERRICH INDUSTRIES INC SSG-0001		1543107	CLOCK - WALL 13 INCH - SCHOOL SMART - WHITE DIAL/BLACK FRAME	1
	HIRSH INDUSTRIES LLC 1447115-???		1447115	CLASSROOM SELECT - FILE CABINET - VERTICAL LETTER - SPECIFY COLOR - 4 Color: Black	1

PUNCHLIST

Customer PO: 24003932

Bill To:
PRINCETON INDEPENDENT SCHL DIST
321 PANTHER PKWY
PRINCETON, TX 75407-9183

Ship To:
LOVELADY HIGH SCHOOL
501 CR 458
PRINCETON, TX 75407

Quote Number: Q-418497

Customer PO: 24003932

Project No: 43082, 60955575, 60955578

Customer Name: Philip Anthony

Contact Number: 4699525400

I have reviewed and inspected all product for this Project. All items, with exception to issues noted on the following pages, have been delivered, installed, and substantially completed to our satisfaction.

Customer Signature: _____

Print Name: _____

Installer Signature: _____

Date: _____

No Punchlist Issues ☐

PUNCHLIST

Customer PO: 24003932

ITEM IMAGE	SSL ITEM#	SUPPLIER ITEM #	DESCRIPTION	QTY	RECEIVED?	COMMENTS	RESOLUTION
	1388744	DC4CMCHA??XXC	(AFFORDABLE INTERIOR SYSTEMS LLC) CHAIR - CLASSROOM SELECT - CONTEMPORARY 4-LEG - 18 IN - SPECIFY SEAT AND BACK COLOR - CHROME - CASTER Seat and Back Color: Claret	51			
	2073483	D-VERJ4D2552-BK	(AFFORDABLE INTERIOR SYSTEMS LLC) FILE CABINET - CS 4-DRAWER VERTICAL LETTER -15W X 25D X 52H - BLACK COLOR	51			
	5009313	DCCMBCHA??Y????	(AFFORDABLE INTERIOR SYSTEMS LLC) DESK - CLASSROOM SELECT - CONTEMPORARY 4-LEG COMBO - 18 IN - 18 X 24 IN - LAMINATE - T-MOLD - CHROME - SPECIFY SEAT AND BACK COLOR - SPECIFY TOP COLOR - SPECIFY EDGE COLOR Top Color: Gray Nebula Seat and Back Color: Claret Edge Color: Ebony	1250			
	1357323	DC4LMCHA??XX?	(AFFORDABLE INTERIOR SYSTEMS LLC) CHAIR - CLASSROOM SELECT - CONTEMPORARY 4-LEG - 18 IN - SPECIFY SEAT AND BACK COLOR - CHROME - GLIDE - SPECIFY GLIDE TYPE Seat and Back Color: Claret Glide Type: Nylon	100			

Describe any return or restocking fees.

- Refund Policy
  - A manufacturer's return authorization is required before refunds or credits are finalized.
  - Restocking fees will be charged in accordance with the Original Manufacturer's Warranty and Return policy or a minimum of 20%. School Specialty may waive restocking fees on an order-by-order basis.
  - Customer may also be required to pay the cost of return shipping.
  - If the item is defective, it may be covered under a manufacturer warranty however a manufacturer return authorization is required and all return requests for defective products are administered based on the Original Manufacturer's Warranty Policy, subject to the rules of the manufacturer.

- Custom Furniture Returns

Custom designed furniture built to customers 'specifications maybe nonreturnable unless it is defective or not built to your specifications. This may include products made to order with nonstandard fabrics, laminates, wood finishes, paint finishes, changes in dimensions or other alterations which deviate from the manufacturer standard design or offerings.

  - Cancellation of Furniture Orders
    - If a customer place an order for a custom item, and cancel it after 48 hours, they may be charged 30% of the order cost for those items. School Specialty may waive restocking fees on an order-by-order basis.

- To request a return, customers follow these easy steps:
  - Contact Customer Care at 1-888-388-3224 or submit a request to School Specialty 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 the packing list, invoice, and details about what items are returning.
  - Include order and purchase order numbers for proper credit.
- Note: For installation orders, customers contact our Project Management Team who will work directly with them to facilitate these services. If the returns are within the individual manufacturers' warranties, new product will be replaced at no charge including shipping and installation services which also includes pick-up of old product at no charge by our installation subcontractors.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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 LA 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: Leonard Adkins - Assistant Secretary
Email Address: bidnotices@schoolspecialty.com
Signature of Authorized Representative: Leonard Adkins
Date: 05/31/2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

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 LA 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 LA 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 LA 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: Leonard Adkins - Assistant Secretary

Email Address: bidnotices@schoolspecialty.com

Signature of Authorized Representative: Leonard Adkins Date: 05/31/2024

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.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

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 STANDARDS ACT

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 such workweek.

(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 applicablestandards, 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 and 2 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.

Leonard Adkins

Signature of Contractor's Authorized Official

Leonard Adkins - Assistant Secretary

Name and Title of Contractor's Authorized Official

05/31/2024

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: Leonard Adkins - Assistant Secretary

Email Address: bidnotices@schoolspecialty.com

Signature of Authorized Representative: Leonard Adkins

Date: 05/31/2024

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

DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

DOC #8 New Jersey Business Registration Certificate

DOC #9 EEOAA Evidence

DOC #10 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.

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 the 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 the attached.	

05/31/2024

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):	Leonard Adkins	Title:	Assistant Secretary

Signature:	Leonard Adkins	Date:	05/31/2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference 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.

School Specialty, LLC Common Equity Ownership and Board of Directors

Equity Owners:

TWC Direct Lending LLC	26.9%
TWC Direct Lending Strategic Ventures LLC	17.0%
West Virginia Direct Lending LLC	2.6%
TCW Brazos Fund	5.8%
TCW Skyline Lending LP	2.5%
Cerberus AUS Levered Holdings LP	0.3%
Cerberus AUS Levered Holdings III LLC	0.5%
Cerberus Offshore Levered III Holdings II LP	6.9%
Cerberus Redwood Levered Loan Opportunities Fund A, L.P.	0.6%
Cerberus ICQ Offshore Loan Opportunities Master Fund L.P.	0.9%
Cerberus SWC Levered Holdings II LP	1.8%
Cerberus Redwood Levered Loan Opportunities Fund B, L.P.	0.9%
LCP SSI, LLC	33.3%
Total	100.0%

Board of Directors:

Ryan Bohr, CEO and President
Mark Gertzof, Director
Ryan Carroll, Director
Rich Caruso, Director
Alex Berger, Director
Houston Duncan, Director
Nick Peterson, Director

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Ohio
County of Richland ss:

I, Leonard Adkins residing in
(name of affiant)
Mansfield
(name of municipality)
in the County of Richland and State of Ohio of
full age, being duly sworn according to law on my oath depose and say that:

I am Assistant Secretary of the firm of School Specialty, LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Furniture, Installation, and Related Services, 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 _____
School Specialty, LLC 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

Leonard Adkins
Signature

June 3, 2024

Leonard Adkins
(Type or print name of affiant under signature)

Notary public of Crystal Rose Wynn

My Commission expires 1/12/2028

(Seal)

CRYSTAL ROSE WYNN
NOTARY PUBLIC
STATE OF OHIO
RICHLAND COUNTY
MY COMMISSION EXPIRES
1/12/2028

DOC #3

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

Company Name: School Specialty, LLC

Street: W6316 Design Drive

City, State, Zip Code: Greenville, WI 54942

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.

5/31/24
Date

Leonard Adkins Assistant Secretary
Authorized Signature and Title

AFFIRMATIVE ACTION PROGRAM

FOR MINORITIES & WOMEN

School Specialty

Master Plan

January 1, 2023 through December 31, 2023

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Preface

School Specialty, (also referred to as the Company), is committed to the concept and practice of equal opportunity and affirmative action. In preparing this Affirmative Action Program (AAP), we have been guided by Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. § 793) and its implementing regulations (41 C.F.R. Part 60-741) and the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission ("EEOC") (29 C.F.R. Part 1608). Nothing contained in this AAP or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws, or to sanction the discriminatory treatment of any person.

While the Company firmly believes in dissemination of its affirmative action policies and equal employment opportunity practices and makes the non-data components of this AAP available for review to employees and applicants upon request, the AAP remains a proprietary document of the Company. Moreover, the data on which the Company has relied in preparing this AAP are confidential and sensitive, and the Company believes release of the data would subject the Company to commercial harm. Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports, and is available for review only as required by law.

If this AAP or any supporting data or documentation are submitted to the Office of Federal Contract Compliance Programs (OFCCP) pursuant to the Executive Order, the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act and/or any implementing regulations (as any or all have been or may be amended), the Equal Employment Opportunity Commission, any local or state fair employment practice agency, or any other federal, state or local government agency, those documents and the information they contain are to be considered confidential and not subject to disclosure without notifying the Company of the agency's decision to disclose and providing the Company with ample time to contest the disclosure. Advance notice of disclosure should be sent to Sarah Bridleman VP-HR. The Company requests this information be treated as exempt from public disclosure under the Freedom of Information Act, 5 U.S.C. § 552.

No information contained in the AAP or any supporting data or documentation is to be copied, removed from the premises, or released to other individuals without a prior notification to and permission from the Company.

This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual or group against the Company.



EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT OF POLICY

It is the policy of School Specialty, LLC not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination based upon the individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected Veteran status, citizenship or immigration status, or any other characteristic protected by law.

Employees may choose to voluntarily disclose their sex, race, national origin, disability, and protected Veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled Veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled Veterans, unless such accommodations would impose an undue hardship on the operations of the Company's business.

School Specialty, LLC and our CEO are fully committed to principals of equal employment opportunity and affirmative action. As EVP-CFO, I support the successful implementation of the Company's Affirmative Action Programs. I have appointed Sarah Bridleman VP-HR, Affirmative Action and Equal Opportunity Officer for the Company, with responsibility for implementation of the Company's affirmative action activities. The Affirmative Action and Equal Opportunity Officer has the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAP to ensure all qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment

decisions. Furthermore, School Specialty, LLC will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Programs include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action and Equal Opportunity Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's affirmative action programs for qualified individuals with disabilities and protected Veterans are available for inspection in the Human Resources Department, Monday through Friday, from 8:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. School Specialty, LLC will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Kevin L. Baehler
EVP-CFO
4/4/2023

Sex Discrimination Policy

41 C.F.R. 60-20.1 – 60-20.6

Pursuant to School Specialty's equal employment opportunity and affirmative action policy, the Company prohibits sexual discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration and selection for training or other employment opportunities. The terms "because of sex", on the "basis of sex", "regardless of sex" and "without regard to sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth or related medical conditions, sexual orientation, gender identity and transgender status. In furtherance of the Company's commitment to ensuring equal employment opportunity regardless of sex, the Company will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their sex, except where sex is a bona fide occupational qualification
- Ensure job postings and recruitment materials do not express a sex preference, unless sex is a bona fide occupational qualification
- Review employment practices and personnel policies to ensure that applicants and employees are not discriminated against or harassed
- Provide qualified employees with an equal opportunity to any available job without regard to their sex, except where sex is a bona fide occupational qualification
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of sex
- Develop written policies which prohibit unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature towards employees and take reasonable steps to prevent such harassment from occurring
- Provide appropriate restroom and other facilities for applicants and employees
- Refrain from reliance on any state laws which conflict with the non-discrimination provisions of Title VII of the Civil Rights Act of 1964 or Executive Order 11246 and are superseded thereby
- Ensure employees are not discriminated against because of pregnancy, childbirth, or related medical conditions. Females affected by pregnancy, childbirth, or related medical conditions will be treated the same as other persons who are not so affected but are similarly able or unable to work
- Administer any seniority systems without regard to sex
- Determine wage schedules without regard to sex
- Ensure individuals are not restricted to certain job classifications based on sex.

Religious and National Origin Discrimination Policy

41 C.F.R. 60-50.1 – 60.50.5

Pursuant to School Specialty's equal employment opportunity and affirmative action policy, the Company prohibits religious and national discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration, and selection for training or other employment opportunities. In furtherance of the Company's commitment to ensuring equal employment opportunity regardless of national origin or religious beliefs, the Company will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their national origin or religious beliefs
- Provide qualified employees with an equal opportunity to available job openings without regard to their religion or national origin
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of religion or national origin
- Provide reasonable accommodation for sincerely-held religious beliefs unless doing so would pose an undue hardship on the Company's business.
- Develop reasonable procedures to carry out the Company's obligation to provide equal employment opportunity without regard to religion or national origin
- Inform employees of the Company's commitment to equal employment opportunity without regard to national origin or religion
- Inform recruitment sources of the Company's commitment to equal employment opportunity and seek their assistance and support to
- Review employment practices, personnel policies, and available records to ensure that applicants and employees are not discriminated against or harassed
- Engage in outreach activities with religious and ethnic organizations and educational institutions

We use CIRCA to push our requisitions to outreach groups including: DuPage Pads, Advocap, CAP Services, Inc, Fox Cities Chamber of Commerce

Responsibility for Implementation

41 C.F.R. 60-2.17

School Specialty has assigned primary management responsibility and accountability for ensuring full compliance with the Affirmative Action Program to Sarah Bridleman VP-HR, the Affirmative Action Officer of the Company. The Affirmative Action Officer has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. The identity of the Affirmative Action Officer appears on internal and external communications regarding the Company's equal employment opportunity and affirmative action policies.

The duties of the Affirmative Action Officer and designees include:

- Developing policy statements, AAPs, and internal and external modes of communication
- Overseeing regular discussions with local managers, supervisors, and employees to ensure the Company's policies are being followed
- Training personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the commitments in the Company's Affirmative Action Program are implemented
- Advising managers and supervisors that the Company is obligated to prevent discrimination and harassment of applicants and employees on any basis protected by law
- Identifying any problem areas in implementing the AAP, and developing solutions
- Ensuring policies are in place to identify any barriers to employment based on sex, gender identity, sexual orientation, race, color, religious creed, or national origin and assisting managers in developing solutions to ensure all individuals benefit from equal employment opportunities
- Designing and implementing an internal audit and reporting system to measure the effectiveness of the Company's Program, indicate the need for remedial action, determine the degree to which the Company's objectives have been attained, determine whether all employees have had the opportunity to participate in Company-sponsored educational, training, recreational, and social activities, and ensure each Company location is in compliance with applicable laws and regulations
- Serving as liaison between the Company and enforcement agencies, and between the Company and organizations of and for minorities or females
- Encouraging active involvement by Company representatives in the community service programs of local organizations of and for minorities and females
- Ensuring posters and notices are properly displayed or disseminated in ways that are accessible and understandable to applicants and employees
- Keeping management informed of developments in the affirmative action area.

Organizational Profile

41 C.F.R. 60-2.11

As one of the diagnostic components of School Specialty's AAP, the Company has completed a profile of the workforce at the Master Plan establishment. The organizational profile is an overview of the staffing patterns at this establishment and is used to determine whether there are areas in the workforce where individuals are underrepresented or concentrated by gender or race.

To complete the organizational profile the Company has elected to follow the Workforce Analysis methodology. The analysis identifies the departments at the Master Plan establishment and for each department lists all job titles from lowest to highest paid. For each job title, the report provides the following data: the total number of incumbents, the total number of male and female incumbents, and the total number of male and female incumbents by racial/ethnic group.

The Annotated Employee report identifies the employees included in this AAP who work at other Company locations and those employees who work at locations but are covered by this AAP but who, in accordance with 41 C.F.R. 60-2.1, are included in another Company AAP. This chart sets forth the locations where the employees are working and/or the AAP in which they are included.

Job Group Analysis

41 C.F.R. 60-2.12

As the second diagnostic component of the AAP, School Specialty has prepared a job group analysis. The job group analysis is the first step in comparing the representation of minorities and females in the workforce covered by this AAP with the estimate of the available qualified minorities and females who could be employed by the Company in positions covered by this AAP.

In designing job groups, jobs have been placed in job groups based upon the general criteria of relatively similar content, similar opportunities, and similar rates of pay. Similarity of content refers to the relative duties and responsibilities of the job titles which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay mobility and other career enhancement opportunities offered by the jobs within the job group.

The job groups in this AAP were developed to serve as a basis for a statistical analysis comparing current workforce utilization to weighted internal and external availability, and, thereafter, to develop annual goals as to minorities and females. Accordingly, job content (reflected in census data matches) and opportunity for advancement (important for determining feeder jobs) have been relied upon more than pay rates in grouping jobs. Moreover, where possible, and, consistent with other factors, job groups were devised which are of a sufficient size to conduct a meaningful utilization analysis. Necessary differences exist in the statistical analysis for utilization and the statistical analysis which would be appropriate for compensation. Therefore, the Company does not suggest or agree its job groups contain jobs whose incumbents are sufficiently similarly situated (considering a variety of factors including tasks performed, effort, level of responsibility, working conditions, work location, job difficulty, minimum qualifications, performance and other objective factors) to be included in the same group for purposes of statistical analysis of rates of pay or compensation.

The Job Group Analysis report identifies the job groups created for this AAP, the job titles that comprise each job group, and the percentage of minority incumbents and the percentage of female incumbents in each job group.

The Annotated Employee report identifies the employees included in this AAP who work at other Company locations and those employees who work at locations but are covered by this AAP but who, in accordance with 41 C.F.R. 60-2.1, are included in another Company AAP. This chart sets forth the locations where the employees are working and/or the AAP in which they are included.

Availability Analysis

41 C.F.R. 60-2.14

The availability analysis is a part of the Incumbency vs. Estimated Availability Analysis - the final diagnostic component of this AAP. The purpose of the availability analysis is to establish a benchmark against which the demographic composition of the Company's workforce may be compared to determine whether barriers to equal employment opportunity may exist within particular job groups.

Pursuant to applicable regulations, the availability analysis for each job group examines two potential areas of availability: individuals with the requisite skills outside the establishment (external availability) and individuals within the establishment who are promotable, transferable, and/or trainable (internal availability). In determining availability, the Company has selected a reasonable recruitment area and the pool of promotable, transferable, and trainable employees in such a way as not to exclude qualified minorities and females. Moreover, when determining external availability, the Company has used the most current and discrete statistical information available. For this availability analysis, the Company has used the EEO 2014-2018 ACS Tabulation Data. Finally, where a job group is composed of different job titles that carry different availability rates, the Company calculated a composite availability figure. The Company arrived at the composite availability figure by determining the proportion of the job group incumbents employed in each job title, weighting the availability for each job title by the proportion of incumbents employed in that title, and adding together the weighted availability estimates.

A brief written rationale for the selection of the recruitment areas and internal pools by job group is included with this AAP.

Comparison of Incumbency vs. Estimated Availability

41 C.F.R. 60-2.15

School Specialty has compared the representation of minorities and females in each job group with their representation among those identified in the availability analysis as available for employment in the job group. Where actual representation was less than the calculated availability, the Company determined whether the difference was greater than could reasonably be expected.

Placement Goals

41 C.F.R. 60-2.16

As required by applicable regulations, School Specialty has established placement goals where the actual representation of minorities or females in a job group is less than would be reasonably expected based on calculated availability.

In establishing placement goals, the Company applied the following principles:

- When the percentage of minorities or females employed in a particular job group is less than would reasonably be expected, given their availability percentage in that job group, the Company established a percentage annual placement goal at least equal to the availability figure derived for minorities or females, as appropriate, for that job group.
- Placement goals are not quotas that must be met, nor are they to be considered as either a ceiling or a floor for the employment of individuals of a specific race or sex.
- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Placement goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of that individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or other characteristic protected by law.
- Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
- Placement goals are not used to supersede merit selection principles, nor do these placement goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

As is described in more detail in the Action-Oriented Program section of this AAP, where a placement goal is set, the Company will develop affirmative steps to increase the recruitment and training of the underrepresented group.

Identification of Problem Areas by Organizational Unit and Job Group

41 C.F.R. 60-2.17(b)

School Specialty has conducted analyses of its total employment process, including evaluating the workforce by organizational unit and job group, personnel activity, compensation systems, and other personnel procedures to determine whether and where impediments to equal employment opportunity exist.

An analysis of each of these processes follows.

Composition of the Workforce by Organizational Unit

The Company has analyzed its workforce to determine if minorities or females are significantly underrepresented or concentrated in any organizational unit.

Composition of the Workforce by Job Group

The Company has conducted an availability analysis by job group, considering both external and internal availability, and has compared incumbency to estimated availability to determine placement goals. The descriptions of Factor 1 and Factor 2 by job group are summarized in this AAP. The Company has established affirmative action placement goals and programs to address any areas of underutilization and will continue to make a good faith effort to reach the placement goals established by implementing action-oriented programs.

Analysis of Progress Towards Prior Year Goals

When the percentage of minorities or females employed in a particular job group is less than would reasonably be expected given their availability percentage in that job group, the Company has established an annual percentage placement goal at least equal to the availability figure derived for minorities or females, as appropriate, for that job group.

Review of Personnel Activity

The Company has analyzed additional personnel activities to determine whether and where impediments to equal employment opportunity exist and whether there are significant selection disparities by race/ethnicity or gender. These activities include applicant flow, hires, promotions, terminations, and other personnel actions.

Applicant Flow

The Company accepted applications for open positions, and persons interested in obtaining employment with the Company were advised to apply according to the Company's current policy. The Company periodically reviews recruitment and selection actions to ensure there are no barriers to equal employment opportunity.

Hires

The Company periodically reviews recruitment, selection and hiring actions to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity. Job descriptions are reviewed to make sure duties are accurately described and the experience and education requirements are job related. Job descriptions will continue to be written without regard to sex, gender identity,

sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

Application forms are reviewed to ensure all requested information is job related, and the forms comply with all applicable laws. Where applicable, tests will be reviewed and administered in a non-discriminatory manner.

Company representatives who are involved in the selection process will be briefed on the Company's obligations. Hiring decisions are to be based on the applicant's experience, skills, abilities, education, and any other job-related criteria.

Promotions

The Company provides employees the opportunity to be promoted. The Company periodically reviews promotional actions to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity.

The Company provides reasonable opportunity for employees to advance by offering training and other developmental opportunities. Most promotional opportunities are posted, providing interested employees with an opportunity to apply.

Terminations

The Company periodically evaluates its termination practices to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity. When terminations or reductions in force are necessary, the Company makes its decisions without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

Review of Compensation Systems

As part of its affirmative action obligations, the Company has reviewed its compensation systems to determine whether those systems are being administered without regard to an individual's sex, race, ethnicity, or other characteristic protected by law. If the Company discovers significant compensation system differences between individuals who are similarly situated, it will determine whether they are the result of legitimate, nondiscriminatory factors.

Development and Implementation of Action-Oriented Programs

41 C.F.R. 60-2.17

School Specialty has developed and executed action-oriented programs designed to correct any problem areas that may exist. To remove identified barriers and expand employment opportunities, the Company engages in or has made plans to implement the activities outlined in this AAP, as appropriate.

The Company's commitment to equal employment opportunity is publicized and employees are encouraged to participate in the Company's Affirmative Action Program through activities such as the following.

- Written notification of the Company's affirmative action policy will be sent to all subcontractors, including subcontracting vendors and suppliers, and request appropriate action on their part.
- The Company will make the Equal Employment Opportunity Clause part of all covered contracts and purchase orders.
- The Company's Equal Employment Opportunity and Affirmative Action Statement of Policy will be made available to applicants and employees. The policy will include a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under Executive Order 11246, as amended. When applicable, the Company will publicize the policy in Company publications.
- The Company will hold meetings with executive, management and supervisory personnel to explain the Company's policy of affirmative action and to make clear the CEO's support for the policy.
- Advertisements or solicitations for prospective employees will indicate the Company is an equal opportunity employer.
- The Company will seek to include individuals covered by this AAP when employees are pictured in consumer and personnel recruitment advertising.
- The Company will encourage qualified minority and female applicants to apply for available job openings through the following activities, as appropriate:
- Minority and female, as well as non-minority and male, employees will be actively encouraged to refer applicants to the Company.
- The Company will send available job opportunities to the State Employment Services Delivery System.
- The Company will identify local organizations and/or community agencies specializing in placing and/or developing training programs for protected individuals and send them notices of vacant positions.

Where placement goals exist as defined by the OFCCP, the Company will contact universities and two- and four-year local colleges, vocational technical schools, high schools, local business schools, and state and community organizations which attract qualified minority and female students. During the period from January 01, 2022 to

December 31, 2022, special recruitment activities were conducted at the following schools and universities:

- The Ohio State University -Mansfield
- North Central State College -Mansfield
- Ashland University -Mansfield
- UW Oshkosh -Greenville
- UW La Crosse -Greenville
- UW Milwaukee -Greenville
- UW Green Bay -Greenville
- UW Eau Claire -Greenville
- UW River Falls -Greenville
- UW Platteville -Greenville
- UW Parkside -Greenville
- UW Stevens Point -Greenville
- UW Superior -Greenville
- UW Whitewater -Greenville

All of these schools are very receptive and we will continue to recruit with all of them.

During the period from January 01, 2022 to December 31, 2022, targeted recruitment activities were conducted at the following diversity outreach and recruitment sources: CareerBuilder, Indeed, LocalJobNetwork, Employee Referral, Facebook, Instagram, Glassdoor.com, Job/Career Fair, LinkedIn, Monster.com, Craig's List, Outside Signage.

The Company will implement procedures to ensure minority and female employees are given equal opportunities for promotion, such as the following:

- On-the-job training will be provided to all qualified employees to assist them in developing the necessary knowledge and skills for promotion to higher level jobs.
- The Company will continue to make opportunities for advancement widely known through its career development process and by encouraging minorities and females to take advantage of these opportunities. Internal job opportunities may be posted so employees may apply to positions of interest.
- The following internal training programs will be offered to eligible employees without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law: SSL offers programs to support employees' growth, including Insperity's training programs, tuition reimbursement and other internal training offered by SSL. Through Insperity, there are over 3,500 web-training programs and over 20,000 books that employees can access. In addition, SSL provided the following significant training events in 2022:

    - Employee Code of Conduct training for all employees

- New Hire Training
- OneForce (CRM) training
- Sales Leadership Development
- Leadership 101
- Harassment in the Workplace Prevention
- Foreign and Corrupt Practice training

- The Company may offer employees the opportunity to participate in external training programs such as the following: Tuition reimbursement available to all full and part time employees, up to $5,250 per year. Additional external training needs are determined between the employee and manager. In addition, SSI provided the following external training opportunities:

  • Training Within Industry – Job Instruction and Job Relations Training

Internal Audit and Reporting System

41 C.F.R. 60-2.17

It is the responsibility of the Company's Affirmative Action Officer to monitor employment and personnel practices to ensure compliance with applicable regulations and adherence to the Company's Affirmative Action Policy, and to measure the effectiveness of School Specialty's AAP.

The Company's audit and reporting system is designed and implemented to:

- Measure the effectiveness of the AAP
- Identify any need for remedial action
- Determine the degree to which the Company's objectives are being attained
- Determine whether protected individuals have had the full opportunity to equal employment and to participate in all Company sponsored educational, training, recreational, and social activities
- Measure the Company's compliance with the AAP's specific obligations
- Document the actions taken to monitor the Company's compliance with the AAP's specific obligations.

To measure the effectiveness of the AAP, the Company may take the following actions:

- Audit the Company's voluntary self-identification process to monitor the number of individuals who choose to self-identify and evaluate whether changes could be made to Company's self-identification process to encourage greater voluntary self-identification
- Monitor records of applicant flow, referrals, placements, training, transfers, promotions, terminations, and compensation decisions to evaluate the degree to which equal employment opportunity and organizational objectives are being obtained
- Report on the organization's progress towards equal employment opportunity and any identified problem areas so appropriate steps can be taken to resolve any issues
- Examine available utilization and benchmark data regarding protected individuals and develop action-oriented programs to address any areas of underutilization
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of the Company's recruitment and outreach activities
- Use a schedule to regularly assess any mental and physical qualifications to ensure they are job-related and consistent with business necessity
- Regularly assess the Company’s personnel processes to ensure all individuals have equal opportunity in employment
- Audit communications with vendors and subcontractors to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action

- Audit communications with applicants and employees to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action
- Audit job listings to ensure the postings reflect the Company's commitment to equal employment opportunity and affirmative action, and such postings are timely listed with the appropriate state employment delivery system
- Audit personnel policies to ensure such policies reflect the Company's commitment to equal employment opportunity and affirmative action

Where the Affirmative Action Program is found to be deficient, the Company shall endeavor to undertake necessary action to improve the Program.

DOC #3, continued

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Leonard Adkins

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
Leonard Adkins	Leonard Adkins	Assistant Secretary

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:

☑ 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: Please see the attached. Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 3rd day of June, 2024

(Notary Public) Crystal Rose Wynn

My Commission expires: 1/12/2028

Leonard Adkins
(Affiant)

Leonard Adkins, Assistant Secretary
(Print name & title of affiant)

(Corporate Seal)

CRYSTAL ROSE WYNN
NOTARY PUBLIC
STATE OF OHIO
RICHLAND COUNTY
MY COMMISSION EXPIRES
1/12/2028

Version March 19, 2024

School Specialty, LLC Common Equity Ownership and Board of Directors

Equity Owners:

TWC Direct Lending LLC	26.9%
TWC Direct Lending Strategic Ventures LLC	17.0%
West Virginia Direct Lending LLC	2.6%
TCW Brazos Fund	5.8%
TCW Skyline Lending LP	2.5%
Cerberus AUS Levered Holdings LP	0.3%
Cerberus AUS Levered Holdings III LLC	0.5%
Cerberus Offshore Levered III Holdings II LP	6.9%
Cerberus Redwood Levered Loan Opportunities Fund A, L.P.	0.6%
Cerberus ICQ Offshore Loan Opportunities Master Fund L.P.	0.9%
Cerberus SWC Levered Holdings II LP	1.8%
Cerberus Redwood Levered Loan Opportunities Fund B, L.P.	0.9%
LCP SSI, LLC	33.3%
Total	100.0%

Board of Directors:

Ryan Bohr, CEO and President
Mark Gertzof, Director
Ryan Carroll, Director
Rich Caruso, Director
Alex Berger, Director
Houston Duncan, Director
Nick Peterson, Director

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: 24-01Furniture, Installation, and Related Services

VENDOR NAME: School Specialty, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) 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. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/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), 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.

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 State of New Jersey 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Leonard Adkins _____ 05/31/2024
Signature Date

Leonard Adkins - Assistant Secretary
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Leonard Adkins Signature of Vendor's Authorized Representative	05/31/2024 Date
Leonard Adkins - Assistant Secretary Print Name and Title of Vendor's Authorized Representative	85-2162684 Vendor's FEIN
School Specialty, LLC Vendor's Name	888-388-3224 Vendor's Phone Number
W6316 Design Drive Vendor's Address (Street Address)	888-388-6344 Vendor's Fax Number
Greenville, WI 54942 Vendor's Address (City/State/Zip Code)	bidnotices@schoolspecialty.com Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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 GREENVILLE, WI 54942
Certificate Number:	2495899
Effective Date:	September 25, 2020
Date of Issuance:	April 24, 2023

For Office Use Only:

20230424161537848

DOC #9

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: Leonard Adkins Title: Assistant Secretary

Signature: Leonard Adkins Date: 05/31/2024

Form AA302
Rev. 02/22

STATE OF NEW JERSEY

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

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: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302inst.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
852162684	☐ 1. MFG ☐ 2. SERVICE ☒ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	1285

4. COMPANY NAME: SCHOOL SPECIALTY, LLC — COMPANY E-MAIL:

5. STREET	CITY	COUNTY	STATE	ZIP CODE
W6316 DESIGN DR	GREENVILLE	OUTAGAMIE	WI	54943

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
SSL PARENT, LLC	GREENVILLE	WI	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: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 0

10. PUBLIC AGENCY AWARDING CONTRACT

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													
	COL. 1	COL. 2	COL. 3	********* MALE*********						********* FEMALE*********					
	Total	Male	Female												
	(Cols.2 &3)			BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/ Managers	225	95	130	2	2	0	1	89	1	5	8	0	2	114	1
Professionals	222	87	135	4	2	1	4	75	1	8	8	0	6	111	2
Technicians	7	7	0	0	2	0	0	5	0	0	0	0	0	0	0
Sales Workers	248	106	142	6	9	0	0	88	3	10	12	0	5	112	3
Office & Clerical	233	44	189	3	7	0	1	33	0	8	7	0	4	166	4
Craftworkers (Skilled)	44	31	13	2	15	0	1	13	0	1	6	0	1	5	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	175	97	78	8	17	1	4	65	2	5	19	0	3	51	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1154	467	687	25	54	2	11	368	7	37	60	0	21	559	10
Total employment From previous Report (if any)	1366	489	877	24	52	2	11	392	0	43	53	2	22	743	0
	The data below shall NOT be included in the figures for the appropriate categories above.														
Temporary & Part- Time Employees	131	27	104	0	1	1	0	25	0	4	2	0	1	97	0

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: 08/20/2023 To: 09/02/2023

14. IS THIS THE FIRST Employee Information Report Submitted? ☐ 1. YES ☒ 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. 09 DAY 01 YEAR 2022

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO / DAY / YEAR
MARQUELLA ROOKS	Marquella Rooks	HR Analyst	09 / 14 / 2023

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
W6316 DESIGN DR	GREENVILLE	OUTAGAMIE	WI	54943	920 - 243 - 5020

Certification 63677

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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

SCHOOL SPECIALTY, LLC
W6316 DESIGN DR
GREENVILLE **WI** **54943**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10

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

BID SOLICITATION # AND TITLE: 24-01 Furniture, Installation, and Related Services

VENDOR NAME: School Specialty, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder 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 principles 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 principles 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 principles.

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 State of New Jersey 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Leonard Adkins
Signature

05/31/2024
Date

Leonard Adkins - Assistant Secretary
Print Name and Title

Describe experience with Prevailing Wage and Bacon-Davis.

School Specialty has extensive prevailing wage and Davis-Bacon Act experience and knowledge. Nationally, we've provided furniture & equipment products and related installation services since 1993; therefore, we had to continually grow our knowledge in both areas. Our internal Strategic Quotes Team, Bid Team, and our Contracts team are well versed in both areas. Our team members understand the local and state regulations of the states they are responsible for along with the federal mandates of the Bacon-Davis Act. When projects require prevailing wage, when working with our installers during the quoting phase, we communicate to them the jobs has this requirement.

When needed, we interact with our installation subcontractors regarding modifications to regulations in their markets. When projects require our Project Management team to provide prevailing wage documents for specific projects, I.E., certified payrolls forms, we work with the installers to ensure the documents are correct and reported to the school district, general contractor, etc. in a timely manner.

We also have an attorney on staff whose firm can provide guidance and assistance if needed

Emergency Orders

For emergency orders, customers contact our Customer Care department directly at (888) 388-3224. Our Customer Care Team will quickly process the orders while on the telephone with the customers and will submit purchase orders to the manufacturers (our goal is to submit the orders to our manufacturers the same day). We will contact the manufacturers to confirm how quickly they can ship the products and request they place an emergency order and bypass their standard lead times.

School Specialty has our own proprietary brand of items, Classroom Select and Childcraft that have quick ship programs. While on the telephone with the customers, our Customer Care team will advise them of these items, and if they would like to place an order for them (a few items can ship within 24 hours, others within 1 – 2 weeks depending upon the item).

Several of our manufacturing partners have seasonal or year-round quick ship programs as well. We also provide customers with their quick ship programs.

We do not change our discounts for emergency orders; however, if overnight shipping is required, we may apply a charge for this service. On an order-by-order basis, we may waive the expedited shipping charge.

Describe Offeror's return and restocking policy.

- Refund Policy
  - A manufacturer's return authorization is required before refunds or credits are finalized.
  - Restocking fees will be charged in accordance with the Original Manufacturer's Warranty and Return policy or a minimum of 20%. School Specialty may waive restocking fees on an order-by-order basis.
  - Customer may also be required to pay the cost of return shipping.
  - If the item is defective, it may be covered under a manufacturer warranty however a manufacturer return authorization is required and all return requests for defective products are administered based on the Original Manufacturer's Warranty Policy, subject to the rules of the manufacturer.

- Custom Furniture Returns

Custom designed furniture built to customers 'specifications maybe nonreturnable unless it is defective or not built to your specifications. This may include products made to order with nonstandard fabrics, laminates, wood finishes, paint finishes, changes in dimensions or other alterations which deviate from the manufacturer standard design or offerings.

  - Cancellation of Furniture Orders
    - If a customer place an order for a custom item, and cancel it after 48 hours, they may be charged 30% of the order cost for those items. School Specialty may waive restocking fees on an order-by-order basis.

- To request a return, customers follow these easy steps:
  - Contact Customer Care at 1-888-388-3224 or submit a request to School Specialty 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 the packing list, invoice, and details about what items are returning.
  - Include order and purchase order numbers for proper credit.
- Note: For installation orders, customers contact our Project Management Team who will work directly with them to facilitate these services. If the returns are within the individual manufacturers' warranties, new product will be replaced at no charge including shipping and installation services which also includes pick-up of old product at no charge by our installation subcontractors.

Describe Offeror’s ability to meet service and warranty needs.

School Specialty will honor all manufacturers’ warranty programs and can extend them on an order-by-order basis. For drop ship orders, that do not have installation services, customers will contact our Customer Care team to report the issues, our Care Team will then issue no charge replacement orders for new product and will have defective items picked up by one of freight carriers at no charge. Shipping charges will not apply for new products or existing pick up of existing defective products as long as they are within warranty periods (we may waive these charges on an order-by-order basis if outside warranty timeframe).

For orders with installation services, customers contact their Project Management Team, and the team will manage the entire process including entry of replace order, pick up defective merchandise by one of our installation subcontractors, shipment/installation of new units all at no charge as long as products are within warranty periods of the manufactures (we may waive these charges on an order-by-order basis if outside warranty timeframe).

Describe Offeror’s ability to meet service and warranty needs.

School Specialty will honor all manufacturers’ warranty programs and can extend them on an order-by-order basis. For drop ship orders, that do not have installation services, customers will contact our Customer Care team to report the issues, our Care Team will then issue no charge replacement orders for new product and will have defective items picked up by one of freight carriers at no charge. Shipping charges will not apply for new products or existing pick up of existing defective products as long as they are within warranty periods (we may waive these charges on an order-by-order basis if outside warranty timeframe).

For orders with installation services, customers contact their Project Management Team, and the team will manage the entire process including entry of replace order, pick up defective merchandise by one of our installation subcontractors, shipment/installation of new units all at no charge as long as products are within warranty periods of the manufactures (we may waive these charges on an order-by-order basis if outside warranty timeframe).

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

- For dropship, non-installation orders, customers contact our Customer Care team either by telephone or via the web portal to report issues. Our Care teams are available Monday through Friday 7:00AM – 6:00PM Central Standard Time. They may be reached at (888)-388-3224 or via web at www.schoolspecialty.com.

- Customers can report a wide range of issues including request for order status, missing/shortage/overage/damage/defective/wrong items, warranty issues, pricing/invoice discrepancies, product questions, quote requests, and contract questions.

- Online resources and tools now available 24 hours a day, seven days a week which makes reporting issues more convenient for our customers. We also have a "Chat" function will enables customers to communicate with our Care team via the web within Monday through Friday 7:00AM – 6:00PM Central Standard Time. Via our web, customers can report the same issues as they would by telephoning directly into our Care Team.

- Our Customer Care team has a "First Resolution" goal. We strive to resolve issues on first contact with our customers. If a customer is not satisfied with our customer care service, they can contact our "Resolution Team" who are in place to manage issues that have further complaints from customers. They are very highly skilled, experience team of Care Advocates. If this team can't resolve an issue, customers have the option of escalating issues to our Customer Care Management Team.

- For orders with installation services, our Project Management Team works directly with the customers to resolve all issues related to their projects. During the shipping, delivery, and installation phases of each project, our installation subcontractors will timely report issues to our Project Team so that we can resolve them as quickly as possible. If issues occur after final delivery/installation, customers can report issues to their Project Management team for resolution.

Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Our invoicing program is called Consolidated Invoicing. For example, for orders that have multiple manufacturers on one single purchase order, instead of invoicing per each shipment, our system hold the invoices and consolidate into a single invoice at the 30-day period from the initial shipment for all product that shipped during that period. Thus, SS will present a single invoice for multiple shipments. For all shipments that may occur after the 30-day period, they will be invoiced individually with the shipment. All orders that complete prior to 30 days or ship in one delivery will be invoiced once the order is complete which may be less than 30 days.

If an end user elects to receive individual invoices for orders that have multiple manufacturers, we can invoice on a shipment-by-shipment basis.

We do not invoice before products arrive at the end user locations for regular dropship orders. For orders requiring installation services, we only invoice once the products are delivered, installed, and signed-off by an authorized customer signer. End users can elect to receive their invoices via three methods: mail, email, or via electronically (EDI).

Invoice terms are Net 30 unless customers request different terms. School Specialty accepts check, credit card and ACH payments. School Specialty does not have any fees associated with using credit cards/p-cards.

Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?

School Specialty, LLC has achieved Platinum status with the Green Business Bureau.

The company joined the GBB in 2019 and has leveraged the platform and apps to manage their sustainability initiatives and track their progress. School Specialty, LLC completed enough initiatives to reach 400 EcoPoints™ to earn the GBB Platinum Seal. The company is committed to protecting the environment, engaging employees and customers in their sustainability efforts, and saving money through more efficient operations. They continue to utilize the GBB framework and online tools to become greener and meet their sustainability goals.

School Specialty was looking for an opportunity to take small steps towards becoming a more environmentally friendly organization for both customers and employees. As a distributor of highly consumable products, it was important for them to look internally at what they could, and should, be doing to reduce their large footprint.

Some of the activities which helped School Specialty achieve Platinum status toward green certification was the creation Green Teams throughout the company which served as the initial supporters of greening the business, enlisting and informing all employees of key activities, assessing where the organization was at in terms of green efforts and creating programs where employees can engage in green activities.

Like many organizations, School Specialty and our Project Green Teams initially focused on low-hanging fruit when the program first started. Putting focus on changes that include recycling of paper, adding low water flow censors, changing out paper cups in the cafeterias to ceramic, ensuring that all cleaning supplies are green. After a bit of time the teams have started to tackle some of the long-term goals that include:

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

- Implementing virtual office spaces
- Utilizing productivity tools like Microsoft Teams for meetings to reduce travel and the carbon footprint
- Replacing employee water coolers with zero bottle coolers
- Upgrading office lighting to LED
- Working to make office and distribution spaces Zero Waste

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.

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

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).

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

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.

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:

Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?

- 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.

Describe any social diversity initiatives.

School Specialty acknowledges and fully embraces diversity participation programs. We are committed to working with and continually adding certified diversity vendor partners to our supply chain for product and services. We're actively pursuing new supply and service partners that hold these certifications.

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

Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.

School Specialty has a full-time Program Management staff responsible for change management that involves executing and implementing new policies, processes, and procedures. They are responsible for creating content, documentation, training, and roll-out of new policies or procedures.

Successful adoption of new policies, processes, and procedures hinges on a multi-faceted approach. Building buy-in from the outset is crucial. The School Specialty Program Management team starts by engaging stakeholders early, clearly communicating the "why" behind the changes, and ensuring everyone has access to clear, concise documentation through our intranet and for customers our help site. If the change is significant, we rollout changes by tailoring training to specific roles and offering it in various formats. Furthermore, we offer ongoing support through dedicated resources and feedback mechanisms to foster a culture of continuous improvement. By implementing these strategies and tailoring them to the specific context, we increase the chances of successful adoption.

The Program Management team follows this process for change management related to both our internal and external customers. The process has a wide range from implementation of new systems to rolling out new sales processes and much more.

#43

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

Since 1959, School Specialty® has been a leading provider of educational products and services for the infant through 12th grade market in the U.S and Canada. The company designs, manufactures, and distributes solutions including furniture & equipment, educational technology as well as a broad selection of everything else a school needs for their buildings and grounds.

These include trusted national brands, as well as well-recognized proprietary Brands such as Classroom Select® furniture, Childcraft® early learning materials and furniture, Snoezelen® sensory furniture and equipment, and FOSS Science Curriculum. We also provide expert guidance, design services and professional development within the categories we support.

At our core, we are a purpose-driven organization. Everything we offer, from crayons to curriculum to complete learning environments, is designed to support educators, raise student outcomes and ultimately, transform more than classrooms.

Our corporate headquarters is located at W6316 Design Drive Greenville, WI 54942.

Describe Offeror’s reputation in the marketplace

School Specialty has grown through internal expansion of its current products and aggressive acquisition of additional education-based companies. We’re the nation’s largest K-12 provider of educational supplies, furniture and equipment and related services. With our breadth of products and services, we are widely known as an outstanding company that customers continuously want to partner with for their furniture needs. They appreciate the best-in-class products and services we offer that helps their educators to provide learning environments that meet and exceed the expectations of their students and communities.

We rely on our field sales representatives as the face of our company to represent us well with our customers which they do daily, and customers have demonstrated this by repeatedly placing their furniture needs with School Specialty. We rely on all of our associates regardless of what department they work in to commit to teamwork, professionalism, mutual trust, and **Only 1,000 characters, stops here respect to help achieve absolute customer satisfaction.

We believe our company brands (Abilitations, Achieve it!, Califone, Childcraft, Classroom Select, Delta Education, Flaghouse, Foss, Frey Scientific,Kits for Kidz, Projects by Design, Sax, schoolkids, School Smart, Snoezelen, and Sportime hold the leading market positions 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.

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

School Specialty LLC (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 a corporation organized under the laws of the State of Delaware and has been in business since 1959. We have the largest and most sophisticated distribution network among our direct competitors with hundreds of manufacturers along with our own proprietary furniture lines, Classroom Select, Childcraft and our third proprietary brand of sensory products, Snoezelen, which we added back in 2023. We are still seven times larger than our next closest competitor in the school market.

Through our combined family of companies and acquisitions, School Specialty, Inc. has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. **Only 1,000 characters, stops here We provide a comprehensive offering of high-quality products and related services nationally. 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 including sensory items, 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.

We recognize that educational 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.

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

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

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

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

Describe the experience and qualifications of key employees.

- Greg Harbaugh, Vice-President National Contracts & Strategic Accounts - Greg.Harbaugh@SchoolSpecialty.com

Greg has over 20 years of experience working in the education market managing and designing national, state, and regional cooperative contracts. He has led School Specialty's national contracts team for more than ten years implementing standards that have help contracts growth throughout his tenure as the leader of the team.

Greg is also responsible for request for proposals from qualification to composition and implementation. Greg has also received Region of the Year award for highest growth percentage.

- Helen Schleis, Director Contracts & Cooperatives, East Region - Helen.Schleis@SchoolSpecialty.com

Helen has been with School Specialty for over 18 years in various roles including merchandising, marketing, and product management before moving into Contracts 10 years ago. She has over 20 years in the Education industry in sales and marketing and currently works with the School Specialty sales team for the Eastern half of the country to understand contract utilization and strategy and grow contract revenue in accounts.

- Belkys Quintana, Director Contracts & Cooperatives, West Region - Belkys.Quintana@SchoolSpecialty.com

Belkys has been with School Specialty for over 6 years working on cooperatives and contracts. She has over 20 years in both the Education & Hospitality industries in sales, marketing, and contracts. Currently, she works with the School Specialty sales team for the Western half of the country promoting and training contracts utilization and strategy to help grow sales revenue.

Describe the experience and qualifications of key employees.

- Wade Seeley, Director Learning Environment Sales, West Region - Wade.Seeley@SchoolSpecialty.com

With 20 years of experience in learning environments, including 17+ years at School Specialty, Wade brings unrivaled expertise and a true passion for guiding his team in developing breakthrough strategies and innovative solutions for the schools and districts they serve. Wade has extensive experience working with educators, which gives him a deep understanding of the challenges they face and the goals they strive for. He is able to leverage his comprehensive knowledge of the School Specialty offering of products, services and resources to tailor the very best solutions for their unique needs.

Over his career, Wade has also built strong relationships with both the architect and design community and manufacturers, making him a valuable partner to all stakeholders. Wade worked as a Projects by Design Specialist, Regional Sales Manager, and Market Development Manager at School Specialty for 15+ years. He then served as a Regional Sales Director and MiEN Environments and a Project Sales Manager at MooreCo before returning to School Specialty as the Director of Learning Environment Sales, inspired by the opportunity to help “transform more than classrooms.”

- Dan Carl, Director Learning Environment Sales, East Region - Dan.Carl@SchoolSpecialty.com

With 28 years of experience in learning environments, including 9 years at School Specialty, Dan brings a true passion for working across School Specialty teams helping to develop education industry knowledge. Dan has extensive experience working with educators and key stakeholders, which gives him a deep understanding of the challenges they face and the goals they strive for. He is able to leverage his comprehensive knowledge of the School Specialty offering of products, services and resources to tailor the very best solutions for their unique needs.

During his time at SSL, Dan worked as a Market Development Manager, Business Development Manager for Classroom Select and Childcraft, and now the Director of Learning Environment, Sales. Prior to coming to SSL, Dan worked for the Education Furniture Manufacturer- Artco-Bell and for a family-owned furniture dealer in Pennsylvania. Knowing that education is foundational and that learning environments can impact student achievement, Dan remains inspired by all SSL team members to help educators “transform more than classrooms.”

Value Add

- **Professional Development** - Professional Development is available in multiple formats to fit the individual needs of you and your educators. Live or recorded webinars, in-person half and full-day sessions, we can design something specifically for you. General topics are available for all categories. These include, but are not limited to: Sunlight, Shimmer and Shadow as Art Techniques, Integrating STEAM, How to Create a Makerspace in Your School, Including Sensory Solutions in the Classroom, Understanding Sensory Processing as Part of Universal Design, 10 Terrific Tips to Promote Good Fine Motor Skills, Nutrition Education, Proven Strategies for Making PE Fun, Engaging & Meaningful, PE Strategies for a Quality Program, Modular Robotics: Constructing Explanations and Designing Solutions at K-8, Adapted Art/ Inclusive Art, Community of Artists.
- **Projects by Design (PbD)** – is our turnkey, collaborative and complimentary service designed to help customers with their new construction, large renovation projects. We work with the school districts from initial discovery to final installation and beyond. Our PbD program is a no cost, free service offered to our customers to help them navigate easily and more efficiently with their larger projects. Please see the attached Project Approach information that provide more detail regarding our approach to projects. We also utilize elements of the program for small, daily transactional orders requiring installation and project management services.
    - On a project-by-project basis, we can provide 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.

Value Add

- **Design Services** – We offer free design services regardless of if the members projects are small or large. We offer 2D, 3D, renderings, and space planning, and lab planning for all areas of the K-12 learning environment.
- **Concierge Order Services** – for customers' furniture purchase orders that are $12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- **Delivery Services** – All customers receive free, no charge inside delivery and lift gate services.
- **Sensory Rooms** – School Specialty can create Sensory Rooms for Special Education classrooms utilizing product from our proprietary brand, Flaghouse. Because each child with special needs has different needs, the products in a sensory room can vary which means they may need to be customized in manufacturing; thus, the items are not on a product list. The school district can contact their local School Specialty sales representative for product selection and pricing.
- **Achieve It!** – Achieve It! is our new instructional solutions brand with resources in math, English language arts, and more. These tools are designed to light the spark that lets all learners shine to their full ability. Indianapolis PS can contact Jennifer McBride for more details.

Value Add

As part of the value-add product offering, we can provide stage curtains through one of our manufacturing partners, Luxout Products. Luxout Products is a manufacturer of custom stage curtains who also perform installation services for their product line. We're requesting to add Luxout products under the furniture scope of "Related Products, Support Services and Solutions. We believe including Luxout as a "Value Added' company will enhance and add value to the contract through their ability to produce and install custom stage curtains for OMNIA members.

School Specialty is an authorized dealer of Luxout product (please see dealer letter of authorization). Nationally, we've have partnered with them on custom stage curtains since 2010. Luxout includes cost of products, shipping, and installation as part of their scope of services for School Specialty's stage curtain projects. For additional information on Luxout and their offering, please visit their website at https://www.luxout.com/. As each stage curtain project is consider custom and unique to each opportunity, Luxout does not published a MSRP Price List (they provide quotes for each project).

Describe how supplier differentiates itself from its competitors.

- School Specialty 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 sales representatives in specific areas field project managers that we are prepared to assign additional resources wherever necessary. We believe we are a strong partner to our customers.
- School Specialty offers its products and services through two operating groups: Learning Environments and Education Essentials and Accelerated Learning.
- 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®, Premier Agendas™, Classroom Select®, Sportime®, Abilitations®, School Smart®, and Projects by Design®, and Snoezelen®.
- The Accelerated Learning Group provides standards-based curriculum products, supplemental curriculum materials, instructional programs and student assessment tools. Its offerings are both comprehensive and targeted to address specific learning needs, drive improved student performance, engage learners and accelerate the learning process. A team of more than 60 product development associates create and work with an impressive stable of outside developers, authors, co-publishing strategic partners and consultants to develop educational products and solutions that satisfy curriculum standards and improve classroom teaching effectiveness.

Describe how supplier differentiates itself from its competitors.

- The Accelerated Learning Group's product lines primarily support the subject areas of science, reading and math intervention, planning and student development, and coordinated school health. Well-known product brands include Delta Education®, FOSS®, CPO Science™, Frey Scientific®, Educator's Publishing Service®, Academy of Reading®, Academy of Math®, Wordly Wise 3000®, Explode the Code®, ThinkMath™, Making Connections®, S.P.I.R.E.®, Coach Digital, and EPS® E.P.I.C.™.
- Their ability to provide these offerings across a broad range of educational categories and a suite of value-added professional services that helps save school administrators' time and money by aggregating school purchases, providing solutions for supply chain issues and back-to-school logistics, and offering construction management services.
- School Specialty has 158 field salespersons nationally, and 56 inside sales representatives who have their individual territories. To help support our sales team with quoting responsibilities, we have a team of 25 Quote Specialists who assist them with pricing and related requests.
- We have our own internal Marketing Department who work with various departments including our sales and internal teams to produce and publish professional marketing programs and materials.
- Our Program Management and Sales Operations teams are responsible for ensuring our sales and operations teams are fully trained on new and revised policies, processes, and procedures.
- School Specialty has a full-time staff of Merchandising Managers who are responsible for sourcing products and manufacturers. They also hold our manufacturing partners responsible for meeting an expecting our expectations by working with them on ensuring they product high quality items and timely shipment of our orders.
- No other competitor can offer as large of network of installation subcontract partners. School Specialty has 1,007 partners nationally.

Describe how supplier differentiates itself from its competitors.

- School Specialty has 18 Senior Interior Designers on staff who provide design services for our customers national. No other competitor has the number of designers on staff that can match the experience and qualifications of our Designers.
- Concierge Order Services – for customers' furniture purchase orders that are $12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- Delivery Services – All customers receive free, no charge inside delivery and lift gate services.

Describe ordering methods, tracking, and reporting.

- Dropship Orders (No Installation Services Required).
    - OMNIA Members can place orders via several methods:
        - Online by logging into their accounts at Select.SchoolSpecialty.com
        - Telephone by calling our Order Entry Team at toll free (888) 388-3224.
        - Email (Contiguous 48 states) by sending to orders@schoolspecialty.com. Alaska & Hawaii utilize internationalorders@schoolspecialty.com.
        - Mail by sending purchase orders to PO Box 1579, Appleton, WI 54912-1579
        -

Member agencies can track their orders, access their invoices, view proof-of-delivery copies, and more by logging into their account at Select.SchoolSpecialty.com.

School Specialty has an in-house staff of Business Data Analysts who are responsible for creating and maintaining reports. We have a reporting system that enables the team to provide formal or ad hoc reports to customers. Our reporting system can provide a wide range of information from products, invoicing, shipping information, and so much more.

- Installation Orders (Orders Requiring Installation Services)
    - Email directly to our Project Management Team at F&E_Orders_Quotes_Questions@SchoolSpecialty.com
    - Email (Contiguous 48 states) by sending to orders@schoolspecialty.com. Alaska & Hawaii utilize internationalorders@schoolspecialty.com.
    - Mail by sending purchase orders to PO Box 1579, Appleton, WI 54912-1579

Our Project Management Team is responsible for proactively providing customers with timely shipping, delivery, and installation information. Our Project Team provides the Members with reports related to product ship dates, when the shipments are in transit, delivery dates to their sites, and dates of installations.

Please see attached detailed copies of the reports our Project Management Teams sends to customers and installation subcontractors for installation projects. The reports are building layouts, list of products, manufacturers; ship dates, freight carriers delivery dates, room layouts, room by room, and punch list reports We send for small installation orders to large, new construction projects. If needed, the Project Management Team can work with our Data Analysts Team for various other types of ad hoc reports at the request of our customers.

Describe any return or restocking fees.

- Refund Policy
  - A manufacturer's return authorization is required before refunds or credits are finalized.
  - Restocking fees will be charged in accordance with the Original Manufacturer's Warranty and Return policy or a minimum of 20%. School Specialty may waive restocking fees on an order-by-order basis.
  - Customer may also be required to pay the cost of return shipping.
  - If the item is defective, it may be covered under a manufacturer warranty however a manufacturer return authorization is required and all return requests for defective products are administered based on the Original Manufacturer's Warranty Policy, subject to the rules of the manufacturer.

- Custom Furniture Returns

Custom designed furniture built to customers 'specifications maybe nonreturnable unless it is defective or not built to your specifications. This may include products made to order with nonstandard fabrics, laminates, wood finishes, paint finishes, changes in dimensions or other alterations which deviate from the manufacturer standard design or offerings.

  - Cancellation of Furniture Orders
    - If a customer place an order for a custom item, and cancel it after 48 hours, they may be charged 30% of the order cost for those items. School Specialty may waive restocking fees on an order-by-order basis.

- To request a return, customers follow these easy steps:
  - Contact Customer Care at 1-888-388-3224 or submit a request to School Specialty 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 the packing list, invoice, and details about what items are returning.
  - Include order and purchase order numbers for proper credit.
- Note: For installation orders, customers contact our Project Management Team who will work directly with them to facilitate these services. If the returns are within the individual manufacturers' warranties, new product will be replaced at no charge including shipping and installation services which also includes pick-up of old product at no charge by our installation subcontractors.

Verification of Contract Pricing

We load contract pricing on each customers' individual account within our computer system. By loading the contracted pricing on customers' accounts, our system generates the correct pricing. We also provide customers with the manufacturers' MSRP price lists along with a "Discount Summary Sheet" that lists their discounts by manufacturer per pricing tier. This sheet also explains freight are included in their discounts and the installation price range. By reviewing the sheet, customers can verify and confirm they're receiving the correct contract pricing. For customers who have web accounts, we can place the discounts and MSRP price lists on their landing page as well to verify their pricing.

Our Sales Team, Contract Team, and Quotes team will receive extensive contract training to fully understand the terms, conditions, and pricing that's contained in the Master Agreement. These teams can also provide pricing verification whenever asked by customers. The teams have access to the customers' accounts within our computer system and can quickly verify the information.

Describe experience with Prevailing Wage and Bacon-Davis.

School Specialty has extensive prevailing wage and Davis-Bacon Act experience and knowledge. Nationally, we've provided furniture & equipment products and related installation services since 1993; therefore, we had to continually grow our knowledge in both areas. Our internal Strategic Quotes Team, Bid Team, and our Contracts team are well versed in both areas. Our team members understand the local and state regulations of the states they are responsible for along with the federal mandates of the Bacon-Davis Act. When projects require prevailing wage, when working with our installers during the quoting phase, we communicate to them the jobs has this requirement.

When needed, we interact with our installation subcontractors regarding modifications to regulations in their markets. When projects require our Project Management team to provide prevailing wage documents for specific projects, I.E., certified payrolls forms, we work with the installers to ensure the documents are correct and reported to the school district, general contractor, etc. in a timely manner.

We also have an attorney on staff whose firm can provide guidance and assistance if needed

Emergency Orders

For emergency orders, customers contact our Customer Care department directly at (888) 388-3224. Our Customer Care Team will quickly process the orders while on the telephone with the customers and will submit purchase orders to the manufacturers (our goal is to submit the orders to our manufacturers the same day). We will contact the manufacturers to confirm how quickly they can ship the products and request they place an emergency order and bypass their standard lead times.

School Specialty has our own proprietary brand of items, Classroom Select and Childcraft that have quick ship programs. While on the telephone with the customers, our Customer Care team will advise them of these items, and if they would like to place an order for them (a few items can ship within 24 hours, others within 1 – 2 weeks depending upon the item).

Several of our manufacturing partners have seasonal or year-round quick ship programs as well. We also provide customers with their quick ship programs.

We do not change our discounts for emergency orders; however, if overnight shipping is required, we may apply a charge for this service. On an order-by-order basis, we may waive the expedited shipping charge.

Describe Offeror's return and restocking policy.

- Refund Policy
  - A manufacturer's return authorization is required before refunds or credits are finalized.
  - Restocking fees will be charged in accordance with the Original Manufacturer's Warranty and Return policy or a minimum of 20%. School Specialty may waive restocking fees on an order-by-order basis.
  - Customer may also be required to pay the cost of return shipping.
  - If the item is defective, it may be covered under a manufacturer warranty however a manufacturer return authorization is required and all return requests for defective products are administered based on the Original Manufacturer's Warranty Policy, subject to the rules of the manufacturer.

- Custom Furniture Returns

Custom designed furniture built to customers 'specifications maybe nonreturnable unless it is defective or not built to your specifications. This may include products made to order with nonstandard fabrics, laminates, wood finishes, paint finishes, changes in dimensions or other alterations which deviate from the manufacturer standard design or offerings.

  - Cancellation of Furniture Orders
    - If a customer place an order for a custom item, and cancel it after 48 hours, they may be charged 30% of the order cost for those items. School Specialty may waive restocking fees on an order-by-order basis.

- To request a return, customers follow these easy steps:
  - Contact Customer Care at 1-888-388-3224 or submit a request to School Specialty 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 the packing list, invoice, and details about what items are returning.
  - Include order and purchase order numbers for proper credit.
- Note: For installation orders, customers contact our Project Management Team who will work directly with them to facilitate these services. If the returns are within the individual manufacturers' warranties, new product will be replaced at no charge including shipping and installation services which also includes pick-up of old product at no charge by our installation subcontractors.

Describe Offeror’s ability to meet service and warranty needs.

School Specialty will honor all manufacturers’ warranty programs and can extend them on an order-by-order basis. For drop ship orders, that do not have installation services, customers will contact our Customer Care team to report the issues, our Care Team will then issue no charge replacement orders for new product and will have defective items picked up by one of freight carriers at no charge. Shipping charges will not apply for new products or existing pick up of existing defective products as long as they are within warranty periods (we may waive these charges on an order-by-order basis if outside warranty timeframe).

For orders with installation services, customers contact their Project Management Team, and the team will manage the entire process including entry of replace order, pick up defective merchandise by one of our installation subcontractors, shipment/installation of new units all at no charge as long as products are within warranty periods of the manufactures (we may waive these charges on an order-by-order basis if outside warranty timeframe).

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

- For dropship, non-installation orders, customers contact our Customer Care team either by telephone or via the web portal to report issues. Our Care teams are available Monday through Friday 7:00AM – 6:00PM Central Standard Time. They may be reached at (888)-388-3224 or via web at www.schoolspecialty.com.

- Customers can report a wide range of issues including request for order status, missing/shortage/overage/damage/defective/wrong items, warranty issues, pricing/invoice discrepancies, product questions, quote requests, and contract questions.

- Online resources and tools now available 24 hours a day, seven days a week which makes reporting issues more convenient for our customers. We also have a "Chat" function will enables customers to communicate with our Care team via the web within Monday through Friday 7:00AM – 6:00PM Central Standard Time. Via our web, customers can report the same issues as they would by telephoning directly into our Care Team.

- Our Customer Care team has a "First Resolution" goal. We strive to resolve issues on first contact with our customers. If a customer is not satisfied with our customer care service, they can contact our "Resolution Team" who are in place to manage issues that have further complaints from customers. They are very highly skilled, experience team of Care Advocates. If this team can't resolve an issue, customers have the option of escalating issues to our Customer Care Management Team.

- For orders with installation services, our Project Management Team works directly with the customers to resolve all issues related to their projects. During the shipping, delivery, and installation phases of each project, our installation subcontractors will timely report issues to our Project Team so that we can resolve them as quickly as possible. If issues occur after final delivery/installation, customers can report issues to their Project Management team for resolution.

Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Our invoicing program is called Consolidated Invoicing. For example, for orders that have multiple manufacturers on one single purchase order, instead of invoicing per each shipment, our system hold the invoices and consolidate into a single invoice at the 30-day period from the initial shipment for all product that shipped during that period. Thus, SS will present a single invoice for multiple shipments. For all shipments that may occur after the 30-day period, they will be invoiced individually with the shipment. All orders that complete prior to 30 days or ship in one delivery will be invoiced once the order is complete which may be less than 30 days.

If an end user elects to receive individual invoices for orders that have multiple manufacturers, we can invoice on a shipment-by-shipment basis.

We do not invoice before products arrive at the end user locations for regular dropship orders. For orders requiring installation services, we only invoice once the products are delivered, installed, and signed-off by an authorized customer signer. End users can elect to receive their invoices via three methods: mail, email, or via electronically (EDI).

Invoice terms are Net 30 unless customers request different terms. School Specialty accepts check, credit card and ACH payments. School Specialty does not have any fees associated with using credit cards/p-cards.

Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?

School Specialty, LLC has achieved Platinum status with the Green Business Bureau.

The company joined the GBB in 2019 and has leveraged the platform and apps to manage their sustainability initiatives and track their progress. School Specialty, LLC completed enough initiatives to reach 400 EcoPoints™ to earn the GBB Platinum Seal. The company is committed to protecting the environment, engaging employees and customers in their sustainability efforts, and saving money through more efficient operations. They continue to utilize the GBB framework and online tools to become greener and meet their sustainability goals.

School Specialty was looking for an opportunity to take small steps towards becoming a more environmentally friendly organization for both customers and employees. As a distributor of highly consumable products, it was important for them to look internally at what they could, and should, be doing to reduce their large footprint.

Some of the activities which helped School Specialty achieve Platinum status toward green certification was the creation Green Teams throughout the company which served as the initial supporters of greening the business, enlisting and informing all employees of key activities, assessing where the organization was at in terms of green efforts and creating programs where employees can engage in green activities.

Like many organizations, School Specialty and our Project Green Teams initially focused on low-hanging fruit when the program first started. Putting focus on changes that include recycling of paper, adding low water flow censors, changing out paper cups in the cafeterias to ceramic, ensuring that all cleaning supplies are green. After a bit of time the teams have started to tackle some of the long-term goals that include:

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

- Implementing virtual office spaces
- Utilizing productivity tools like Microsoft Teams for meetings to reduce travel and the carbon footprint
- Replacing employee water coolers with zero bottle coolers
- Upgrading office lighting to LED
- Working to make office and distribution spaces Zero Waste

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.

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

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).

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

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.

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:

Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?

- 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.

Describe any social diversity initiatives.

School Specialty acknowledges and fully embraces diversity participation programs. We are committed to working with and continually adding certified diversity vendor partners to our supply chain for product and services. We're actively pursuing new supply and service partners that hold these certifications.

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

Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.

School Specialty has a full-time Program Management staff responsible for change management that involves executing and implementing new policies, processes, and procedures. They are responsible for creating content, documentation, training, and roll-out of new policies or procedures.

Successful adoption of new policies, processes, and procedures hinges on a multi-faceted approach. Building buy-in from the outset is crucial. The School Specialty Program Management team starts by engaging stakeholders early, clearly communicating the "why" behind the changes, and ensuring everyone has access to clear, concise documentation through our intranet and for customers our help site. If the change is significant, we rollout changes by tailoring training to specific roles and offering it in various formats. Furthermore, we offer ongoing support through dedicated resources and feedback mechanisms to foster a culture of continuous improvement. By implementing these strategies and tailoring them to the specific context, we increase the chances of successful adoption.

The Program Management team follows this process for change management related to both our internal and external customers. The process has a wide range from implementation of new systems to rolling out new sales processes and much more.

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

Since 1959, School Specialty® has been a leading provider of educational products and services for the infant through 12th grade market in the U.S and Canada. The company designs, manufactures, and distributes solutions including furniture & equipment, educational technology as well as a broad selection of everything else a school needs for their buildings and grounds.

These include trusted national brands, as well as well-recognized proprietary Brands such as Classroom Select® furniture, Childcraft® early learning materials and furniture, Snoezelen® sensory furniture and equipment, and FOSS Science Curriculum. We also provide expert guidance, design services and professional development within the categories we support.

At our core, we are a purpose-driven organization. Everything we offer, from crayons to curriculum to complete learning environments, is designed to support educators, raise student outcomes and ultimately, transform more than classrooms.

Our corporate headquarters is located at W6316 Design Drive Greenville, WI 54942.

Describe Offeror’s reputation in the marketplace

School Specialty has grown through internal expansion of its current products and aggressive acquisition of additional education-based companies. We’re the nation’s largest K-12 provider of educational supplies, furniture and equipment and related services. With our breadth of products and services, we are widely known as an outstanding company that customers continuously want to partner with for their furniture needs. They appreciate the best-in-class products and services we offer that helps their educators to provide learning environments that meet and exceed the expectations of their students and communities.

We rely on our field sales representatives as the face of our company to represent us well with our customers which they do daily, and customers have demonstrated this by repeatedly placing their furniture needs with School Specialty. We rely on all of our associates regardless of what department they work in to commit to teamwork, professionalism, mutual trust, and **Only 1,000 characters, stops here respect to help achieve absolute customer satisfaction.

We believe our company brands (Abilitations, Achieve it!, Califone, Childcraft, Classroom Select, Delta Education, Flaghouse, Foss, Frey Scientific,Kits for Kidz, Projects by Design, Sax, schoolkids, School Smart, Snoezelen, and Sportime hold the leading market positions 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.

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

School Specialty LLC (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 a corporation organized under the laws of the State of Delaware and has been in business since 1959. We have the largest and most sophisticated distribution network among our direct competitors with hundreds of manufacturers along with our own proprietary furniture lines, Classroom Select, Childcraft and our third proprietary brand of sensory products, Snoezelen, which we added back in 2023. We are still seven times larger than our next closest competitor in the school market.

Through our combined family of companies and acquisitions, School Specialty, Inc. has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. **Only 1,000 characters, stops here We provide a comprehensive offering of high-quality products and related services nationally. 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 including sensory items, 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.

We recognize that educational 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.

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

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

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

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

Describe the experience and qualifications of key employees.

- Greg Harbaugh, Vice-President National Contracts & Strategic Accounts - Greg.Harbaugh@SchoolSpecialty.com

Greg has over 20 years of experience working in the education market managing and designing national, state, and regional cooperative contracts. He has led School Specialty's national contracts team for more than ten years implementing standards that have help contracts growth throughout his tenure as the leader of the team.

Greg is also responsible for request for proposals from qualification to composition and implementation. Greg has also received Region of the Year award for highest growth percentage.

- Helen Schleis, Director Contracts & Cooperatives, East Region - Helen.Schleis@SchoolSpecialty.com

Helen has been with School Specialty for over 18 years in various roles including merchandising, marketing, and product management before moving into Contracts 10 years ago. She has over 20 years in the Education industry in sales and marketing and currently works with the School Specialty sales team for the Eastern half of the country to understand contract utilization and strategy and grow contract revenue in accounts.

- Belkys Quintana, Director Contracts & Cooperatives, West Region - Belkys.Quintana@SchoolSpecialty.com

Belkys has been with School Specialty for over 6 years working on cooperatives and contracts. She has over 20 years in both the Education & Hospitality industries in sales, marketing, and contracts. Currently, she works with the School Specialty sales team for the Western half of the country promoting and training contracts utilization and strategy to help grow sales revenue.

Describe the experience and qualifications of key employees.

- Wade Seeley, Director Learning Environment Sales, West Region - Wade.Seeley@SchoolSpecialty.com

With 20 years of experience in learning environments, including 17+ years at School Specialty, Wade brings unrivaled expertise and a true passion for guiding his team in developing breakthrough strategies and innovative solutions for the schools and districts they serve. Wade has extensive experience working with educators, which gives him a deep understanding of the challenges they face and the goals they strive for. He is able to leverage his comprehensive knowledge of the School Specialty offering of products, services and resources to tailor the very best solutions for their unique needs.

Over his career, Wade has also built strong relationships with both the architect and design community and manufacturers, making him a valuable partner to all stakeholders. Wade worked as a Projects by Design Specialist, Regional Sales Manager, and Market Development Manager at School Specialty for 15+ years. He then served as a Regional Sales Director and MiEN Environments and a Project Sales Manager at MooreCo before returning to School Specialty as the Director of Learning Environment Sales, inspired by the opportunity to help “transform more than classrooms.”

- Dan Carl, Director Learning Environment Sales, East Region - Dan.Carl@SchoolSpecialty.com

With 28 years of experience in learning environments, including 9 years at School Specialty, Dan brings a true passion for working across School Specialty teams helping to develop education industry knowledge. Dan has extensive experience working with educators and key stakeholders, which gives him a deep understanding of the challenges they face and the goals they strive for. He is able to leverage his comprehensive knowledge of the School Specialty offering of products, services and resources to tailor the very best solutions for their unique needs.

During his time at SSL, Dan worked as a Market Development Manager, Business Development Manager for Classroom Select and Childcraft, and now the Director of Learning Environment, Sales. Prior to coming to SSL, Dan worked for the Education Furniture Manufacturer- Artco-Bell and for a family-owned furniture dealer in Pennsylvania. Knowing that education is foundational and that learning environments can impact student achievement, Dan remains inspired by all SSL team members to help educators “transform more than classrooms.”

Value Add

- **Professional Development** - Professional Development is available in multiple formats to fit the individual needs of you and your educators. Live or recorded webinars, in-person half and full-day sessions, we can design something specifically for you. General topics are available for all categories. These include, but are not limited to: Sunlight, Shimmer and Shadow as Art Techniques, Integrating STEAM, How to Create a Makerspace in Your School, Including Sensory Solutions in the Classroom, Understanding Sensory Processing as Part of Universal Design, 10 Terrific Tips to Promote Good Fine Motor Skills, Nutrition Education, Proven Strategies for Making PE Fun, Engaging & Meaningful, PE Strategies for a Quality Program, Modular Robotics: Constructing Explanations and Designing Solutions at K-8, Adapted Art/ Inclusive Art, Community of Artists.
- **Projects by Design (PbD)** – is our turnkey, collaborative and complimentary service designed to help customers with their new construction, large renovation projects. We work with the school districts from initial discovery to final installation and beyond. Our PbD program is a no cost, free service offered to our customers to help them navigate easily and more efficiently with their larger projects. Please see the attached Project Approach information that provide more detail regarding our approach to projects. We also utilize elements of the program for small, daily transactional orders requiring installation and project management services.
    - On a project-by-project basis, we can provide 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.

Value Add

- **Design Services** – We offer free design services regardless of if the members projects are small or large. We offer 2D, 3D, renderings, and space planning, and lab planning for all areas of the K-12 learning environment.
- **Concierge Order Services** – for customers' furniture purchase orders that are $12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- **Delivery Services** – All customers receive free, no charge inside delivery and lift gate services.
- **Sensory Rooms** – School Specialty can create Sensory Rooms for Special Education classrooms utilizing product from our proprietary brand, Flaghouse. Because each child with special needs has different needs, the products in a sensory room can vary which means they may need to be customized in manufacturing; thus, the items are not on a product list. The school district can contact their local School Specialty sales representative for product selection and pricing.
- **Achieve It!** – Achieve It! is our new instructional solutions brand with resources in math, English language arts, and more. These tools are designed to light the spark that lets all learners shine to their full ability. Indianapolis PS can contact Jennifer McBride for more details.

Value Add

As part of the value-add product offering, we can provide stage curtains through one of our manufacturing partners, Luxout Products. Luxout Products is a manufacturer of custom stage curtains who also perform installation services for their product line. We're requesting to add Luxout products under the furniture scope of "Related Products, Support Services and Solutions. We believe including Luxout as a "Value Added' company will enhance and add value to the contract through their ability to produce and install custom stage curtains for OMNIA members.

School Specialty is an authorized dealer of Luxout product (please see dealer letter of authorization). Nationally, we've have partnered with them on custom stage curtains since 2010. Luxout includes cost of products, shipping, and installation as part of their scope of services for School Specialty's stage curtain projects. For additional information on Luxout and their offering, please visit their website at https://www.luxout.com/. As each stage curtain project is consider custom and unique to each opportunity, Luxout does not published a MSRP Price List (they provide quotes for each project).

Describe how supplier differentiates itself from its competitors.

- School Specialty 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 sales representatives in specific areas field project managers that we are prepared to assign additional resources wherever necessary. We believe we are a strong partner to our customers.
- School Specialty offers its products and services through two operating groups: Learning Environments and Education Essentials and Accelerated Learning.
- 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®, Premier Agendas™, Classroom Select®, Sportime®, Abilitations®, School Smart®, and Projects by Design®, and Snoezelen®.
- The Accelerated Learning Group provides standards-based curriculum products, supplemental curriculum materials, instructional programs and student assessment tools. Its offerings are both comprehensive and targeted to address specific learning needs, drive improved student performance, engage learners and accelerate the learning process. A team of more than 60 product development associates create and work with an impressive stable of outside developers, authors, co-publishing strategic partners and consultants to develop educational products and solutions that satisfy curriculum standards and improve classroom teaching effectiveness.

Describe how supplier differentiates itself from its competitors.

- The Accelerated Learning Group's product lines primarily support the subject areas of science, reading and math intervention, planning and student development, and coordinated school health. Well-known product brands include Delta Education®, FOSS®, CPO Science™, Frey Scientific®, Educator's Publishing Service®, Academy of Reading®, Academy of Math®, Wordly Wise 3000®, Explode the Code®, ThinkMath™, Making Connections®, S.P.I.R.E.®, Coach Digital, and EPS® E.P.I.C.™.
- Their ability to provide these offerings across a broad range of educational categories and a suite of value-added professional services that helps save school administrators' time and money by aggregating school purchases, providing solutions for supply chain issues and back-to-school logistics, and offering construction management services.
- School Specialty has 158 field salespersons nationally, and 56 inside sales representatives who have their individual territories. To help support our sales team with quoting responsibilities, we have a team of 25 Quote Specialists who assist them with pricing and related requests.
- We have our own internal Marketing Department who work with various departments including our sales and internal teams to produce and publish professional marketing programs and materials.
- Our Program Management and Sales Operations teams are responsible for ensuring our sales and operations teams are fully trained on new and revised policies, processes, and procedures.
- School Specialty has a full-time staff of Merchandising Managers who are responsible for sourcing products and manufacturers. They also hold our manufacturing partners responsible for meeting an expecting our expectations by working with them on ensuring they product high quality items and timely shipment of our orders.
- No other competitor can offer as large of network of installation subcontract partners. School Specialty has 1,007 partners nationally.

Describe how supplier differentiates itself from its competitors.

- School Specialty has 18 Senior Interior Designers on staff who provide design services for our customers national. No other competitor has the number of designers on staff that can match the experience and qualifications of our Designers.
- Concierge Order Services – for customers' furniture purchase orders that are $12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- Delivery Services – All customers receive free, no charge inside delivery and lift gate services.

Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Our invoicing program is called Consolidated Invoicing. For example, for orders that have multiple manufacturers on one single purchase order, instead of invoicing per each shipment, our system hold the invoices and consolidate into a single invoice at the 30-day period from the initial shipment for all product that shipped during that period. Thus, SS will present a single invoice for multiple shipments. For all shipments that may occur after the 30-day period, they will be invoiced individually with the shipment. All orders that complete prior to 30 days or ship in one delivery will be invoiced once the order is complete which may be less than 30 days.

If an end user elects to receive individual invoices for orders that have multiple manufacturers, we can invoice on a shipment-by-shipment basis.

We do not invoice before products arrive at the end user locations for regular dropship orders. For orders requiring installation services, we only invoice once the products are delivered, installed, and signed-off by an authorized customer signer. End users can elect to receive their invoices via three methods: mail, email, or via electronically (EDI).

Invoice terms are Net 30 unless customers request different terms. School Specialty accepts check, credit card and ACH payments. School Specialty does not have any fees associated with using credit cards/p-cards.

Consolidated Financial Statements and Report of Independent Certified Public Accountants

SSI Parent, LLC and Subsidiaries

For the Fiscal Years Ended December 30, 2023 and December 31, 2022

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Managers
SSI Parent, LLC

Opinion

We have audited the consolidated financial statements of SSI Parent, LLC and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 30, 2023 and December 31, 2022, and the related consolidated statements of comprehensive income, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

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Auditor's responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Grant Thornton LLP

Milwaukee, Wisconsin
March 6, 2024

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED BALANCE SHEETS
(In thousands)

	December 30, 2023	December 31, 2022
ASSETS		
Current assets		
Cash	$ 8,328	$ 4,400
Accounts receivable, net	85,473	94,420
Inventories, net	97,057	106,202
Prepaid expenses and other current assets	13,684	18,662
Assets - discontinued operations	-	20,360
Total current assets	204,542	244,044
Property, plant and equipment, net	33,361	21,114
Goodwill, net	7,989	4,279
Intangible assets, net	613	-
Operating lease right-of-use asset	15,675	9,087
Development costs and other assets, net	6,304	5,667
Deferred taxes long-term	260	254
Total assets	$ 268,744	$ 284,445
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Current maturities of long-term debt	$ 3,964	$ 18,516
Current operating lease liability	4,914	4,672
Accounts payable	38,672	58,634
Accrued compensation	11,127	16,551
Contract liabilities	10,140	9,069
Accrued royalties	1,573	1,322
Other accrued liabilities	11,369	12,443
Liabilities - discontinued operations	-	7,815
Total current liabilities	81,759	129,022
Long-term debt less current maturities	21,186	112,610
Long-term operating lease liability	12,209	3,833
Total liabilities	115,154	245,465
Members' equity		
Class A preferred units	25,000	25,000
Class B preferred units	3,851	3,851
Common units	201	201
Accumulated other comprehensive income	80	(83)
Accumulated earnings	124,458	10,011
Total members' equity	153,590	38,980
Total liabilities and members' equity	$ 268,744	$ 284,445

The accompanying notes are an integral part of these consolidated financial statements.

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	For the Fiscal Year Ended December 30, 2023	For the Fiscal Year Ended December 31, 2022
Revenues	$ 697,677	$ 690,847
Cost of revenues	452,158	477,000
Gross profit	245,519	213,847
Selling, general and administrative expenses	243,042	201,549
Operating income	2,477	12,298
Other (expense) income		
Interest expense	(9,808)	(13,541)
Loss on extinguishment of debt	(1,234)	-
Income from discontinued operations	1,662	28,872
Gain on sale of discontinued operations	179,275	-
Income before provision for income taxes	172,372	27,629
Provision for income taxes	844	261
NET INCOME	171,528	27,368
Other comprehensive income		
Foreign currency translation adjustments	163	(110)
Total comprehensive income	$ 171,691	$ 27,258

The accompanying notes are an integral part of these consolidated financial statements.

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY

For the Fiscal Years Ended December 30, 2023 and December 31, 2022
(In thousands)

	Common Units	Class A Preferred Units	Class B Preferred Units	Accumulated Earnings (Deficit)	Accumulated Other Comprehensive Income	Total Members' Equity
Balance, December 25, 2021	$ 201	$ 25,000	$ 3,851	$ (5,844)	$ 27	$ 23,235
Net income	-	-	-	27,368	-	27,368
Foreign currency translation adjustment	-	-	-	-	(110)	(110)
Distributions to equity holders	-	-	-	(11,513)	-	(11,513)
Balance, December 31, 2022	201	25,000	3,851	10,011	(83)	38,980
Net income	-	-	-	171,528	-	171,528
Foreign currency translation adjustment	-	-	-	-	163	163
Distributions to equity holders	-	-	-	(57,081)	-	(57,081)
Balance, December 30, 2023	$ 201	$ 25,000	$ 3,851	$ 124,458	$ 80	$ 153,590

The accompanying notes are an integral part of these consolidated financial statements.

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	For the Fiscal Year Ended December 30, 2023	For the Fiscal Year Ended December 31, 2022
Cash flows from operating activities:		
Net income	$ 171,528	$ 27,368
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	10,133	5,456
Amortization of development costs	118	259
Unrealized foreign exchange (gain) loss	(144)	26
Amortization of debt fees and other	446	774
Loss on extinguishment of debt	1,234	-
Deferred taxes	(6)	130
Gain on disposal of discontinued operations	(179,275)	-
Changes in current assets and liabilities:		
Accounts receivable	14,814	9,473
Inventories	13,406	(24,044)
Prepaid expenses and other current assets	5,985	6,285
Accounts payable	(23,993)	17,526
Accrued liabilities	(9,896)	(1,518)
Operating lease right-of-use assets and lease liabilities, net	2,030	664
Net cash provided by operating activities	6,380	42,399
Cash flows from investing activities:		
Additions to property, plant and equipment	(19,988)	(12,362)
Investment in product development costs	(1,949)	(3,861)
Cash paid in acquisitions, net of cash acquired	(9,846)	(5,873)
Proceeds from disposal of discontinued operations	192,819	-
Net cash provided by (used in) investing activities	161,036	(22,096)
Cash flows from financing activities:		
Proceeds from bank borrowings	690,132	764,071
Repayment of bank borrowings	(796,384)	(769,463)
Distributions to equity holders	(57,081)	(11,513)
Payment of debt fees and other	(210)	(933)
Net cash used in financing activities	(163,543)	(17,838)
Effect of exchange rate changes on cash	55	(246)
NET INCREASE IN CASH	3,928	2,219
Cash, beginning of period	4,400	2,181
Cash, end of period	$ 8,328	$ 4,400
Supplemental disclosures of cash flow information:		
Interest paid	$ 9,362	$ 12,767
Non-cash investing activity:		
Right-of-use assets acquired through lease liabilities	13,616	2,456
Additions to property, plant and equipment in accounts payable	1,400	-

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1 - ORGANIZATION AND BASIS OF PRESENTATION

SSI Parent, LLC and Subsidiaries (the "Company") is a leading provider of supplies, furniture, technology products and curriculum solutions to the education marketplace, with operations in the United States, Canada and the United Kingdom. The Company primarily serves the pre-kindergarten through twelfth grade ("PreK-12") market, and also sells through non-traditional channels, such as e-commerce in conjunction with e-tail and retail relationships.

The accompanying consolidated financial statements and related notes to consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), and include the accounts of SSI Parent, LLC and all of its subsidiaries. All amounts in the accompanying consolidated financial statements and related notes to the consolidated financial statements are expressed in thousands. All inter-company accounts and transactions have been eliminated.

As a Delaware Limited Liability Company ("LLC"), the members' liability is limited as set forth in the Delaware LLC Act ("Act") and other applicable law. If a member receives a distribution or the return, in whole or in part, of its capital contribution, it will be liable to the Company only to the extent provided by the Act. The member shall not be required to make any further or additional contribution to the Company or to lend or advance funds to the Company for any purpose.

NOTE 2 - BUSINESS COMBINATIONS

Flaghouse, LLC

School Specialty, LLC ("SSL"), a wholly-owned subsidiary of the Company, completed the acquisition of the equity of Flaghouse, LLC ("Flaghouse") pursuant to the terms of a Membership Interest Purchase Agreement dated (the "Purchase Agreement") January 19, 2023 by and among SSL, Carmel Exit Corp, Flaghouse Inc. and Flaghouse, a New York limited liability company. SSL acquired the membership interest in Flaghouse for $12,755, which included $1,911 of contingent consideration measured at fair value. At closing, $11,119 of the total purchase price was paid using the Company's ABL Facility (see Note 7 - Debt). In August 2023, the Company determined a final working capital adjustment of $275 to be refunded to the Company through the escrow accounts. This 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.

The Company evaluated the terms of the transaction under Financial Accounting Standards Board ("FASB") Accounting Codification Standard ("ASC") Topic 805, *Business Combinations,* and determined that the transaction should be accounted for as a business combination. The carrying value of accounts receivable, inventories, prepaid expenses, other current assets and assumed liabilities approximated fair value as of the date of acquisition. The Company engaged a third party to assist in allocating the purchase price related to certain intangibles assets of Flaghouse. Based on the valuation, the Company assigned fair value to the Flaghouse trade name, an above market lease, and the contingent consideration.

The valuation used the relief from royalty method under the income approach to determine the fair value of the trade name, which resulted in a fair value of $643. The analysis of the intangible real estate assets includes the above/below market leasehold values of the Company's leases, which resulted in remaining leasehold value of $80. The contingent consideration was valued using a Monte Carlo simulation analysis. The purchase consideration included an earnout to be paid if the Company achieves target annual revenues in fiscal 2023 and fiscal 2024. To the extent fiscal 2023 combined SSL and Flaghouse revenues for physical education and special needs product categories exceed $63,096, the fiscal 2023 earnout would be 2.2%

of the revenues. For fiscal 2024, to the extent cumulative fiscal 2023 and fiscal 2024 combined SSL and Flaghouse revenues for the physical education and special needs products exceed $128,541, the fiscal 2024 earnout would be 2.2% of revenues less any amount earned and paid for fiscal 2023. The maximum earnout over the two-year earnout period is capped at $3,000. In addition to the earnout associated with revenues from physical education and special needs products, an earnout exists for certain air purifier sales in an amount equal to 25% of the gross profit on applicable air purifier transactions. Based on the valuation report, discounting the present value of the earnout payment resulted in an estimated fair value of the contingent consideration of $1,911. No earnout has been earned as of the end of fiscal 2023.

The excess of purchase price over the fair value of the net assets of $4,490 was recorded as goodwill on the consolidated balance sheets as of the date of acquisition. The Company previously adopted and applied the accounting alternatives per Accounting Standards Update ("ASU") No. 2014 - 02, *Intangibles - Goodwill and Other (Topic 350)* and ASU No. 2014 -18, *Business Combinations (Topic 805),* in accounting for goodwill and intangible assets (See Note 5 - Goodwill and Other Intangible Assets).

The table below summarizes the fair value of the $12,755 net assets acquired.

Cash	$	1,001
Accounts receivable		3,427
Inventory		5,148
Pre-paid expenses		1,154
Other current assets		91
Personal property		101
Trade name		643
Above market lease		80
Goodwill		4,490
Total assets	$	16,135
Accounts payable	$	1,533
Accrued expenses		1,847
Total liabilities	$	3,380

SchoolKidz.com, LLC

On October 6, 2022, SSL, a wholly-owned subsidiary of the Company, acquired substantially all of the assets and liabilities of SchoolKidz.com, LLC ("Schoolkidz") pursuant to the terms of an Asset Purchase Agreement ("Purchase Agreement") dated October 6, 2022. The Purchase Agreement was by and among SSL, Schoolkidz, Skyview Capital, LLC (as a guarantor), Skyview Capital Investment, LLC (as a guarantor) and Skyview Capital Executive Investments, LLC (as a guarantor). SSL acquired substantially all of the assets of Schoolkidz for $5,873 plus assumed liabilities. At closing, the cash purchase price of $5,873 was paid using proceeds from the Company's ABL Facility (see Note 7 - Debt). The acquisition of Schoolkidz enables the Company to significantly expand its support of students and educators through the parent market with back-to-school kits. The acquisition also enables the Company to make the Schoolkidz brand of education and wellness kits more accessible to school children throughout the nation.

The Company evaluated the terms of the transaction under Financial Accounting Standards Board ("FASB") Accounting Codification Standard ("ASC") Topic 805, *Business Combinations,* and determined that the transaction should be accounted as a business combination. The carrying value of accounts receivable, inventories, prepaids, system technologies and assumed liabilities approximated fair value as of the date

of acquisition. The excess of purchase price over the fair value of the net assets of $4,389 was recorded as goodwill on the consolidated balance sheets as of the date of acquisition. The Company previously adopted and applied the accounting alternatives per Accounting Standards Update ("ASU") No. 2014 - 02, *Intangibles - Goodwill and Other (Topic 350)* and ASU No. 2014 -18, *Business Combinations (Topic 805),* in accounting for goodwill and intangible assets (see Note 5 - Goodwill and other Intangible Assets).

The table below summarizes the fair value of the $5,873 net assets acquired.

Accounts receivable	$	1,445
Other receivables		141
Inventories		3,807
Prepaids		26
System technologies		174
Goodwill		4,389
Total assets	$	9,982
Accounts payable	$	2,954
Customer rebates		952
Other accrued expenses		88
Accrued payroll		115
Total liabilities	$	4,109

NOTE 3 - DISCONTINUED OPERATIONS

On February 24, 2023, the Company sold its Supplemental English Language Arts ("ELA") and Math Curriculum ("EPS") business to EPS Operations, LLC. EPS Operations, LLC is a newly-created entity owned by Excolere Equity Partners, a private equity firm. The divestiture provided the Company the ability to invest considerable resources and strengthen the value proposition of its core Learning Environments and Education Essentials business. The Company plans to focus directly on its rapidly growing Learning Environments business and the integration of recent acquisitions, which greatly enhance its supplies offering.

The transaction was completed with the sale of assets associated with the Company's ELA and EPS business pursuant to the terms of an Asset Purchase Agreement ("APA") dated February 24, 2023, by and among the Company, SSL, School Specialty Canada, Ltd, SSI Canada, Inc. and EPS Operations, LLC for $192,819 plus the assumption of certain liabilities. At closing, the Company used $20,331 of proceeds to repay the outstanding principal, accrued interest and prepayment penalties of Term Loan A, $54,924 of proceeds to repay the outstanding principal and interest of the Company's ABL Facility (see Note 7 - Debt). In April 2023, the Company used the remaining net proceeds to repay $70,000 of Term Loan B (see Note 7 - Debt), with the remaining proceeds funding a tax distribution to its members.

The Company entered into a transition services agreement ("TSA") with EPS Operations, LLC to continue to provide certain services for one year following the date of sale. While the TSA term was one year following the date of sale, nearly all TSA services ended as of December 30, 2023. Total fees related to the TSA were less than $2,000 for fiscal 2023. The agreed upon TSA terms did not generate any revenue for SSL.

The financial results of the ELA and EPS business are reported as income from discontinued operations on the consolidated statements of comprehensive income. The components of income from discontinued operations are as follows:

	For the Fiscal Year Ended December 30, 2023	For the Fiscal Year Ended December 31, 2022
Revenues	$ 5,592	$ 58,942
Cost of revenues	1,597	15,811
Gross profit	3,995	43,131
Selling, general and administrative expenses	2,333	14,259
Income from discontinued operations	$ 1,662	$ 28,872

The gain recognized from the sale of the ELA and EPS business is reported as gain on sale of discontinued operations on the consolidated statements of comprehensive income. The gain on sale of discontinued operations is $179,275, which includes sale price proceeds of $192,819, assets sold of $19,088, and assumed liabilities of $5,544. With the sale occurring in February 2023, there are no ELA or EPS assets or liabilities remaining in the fiscal 2023 balance sheet.

The following is a summary of net cash provided by operating activities and investing activities for the years ended December 30, 2023 and December 31, 2022:

	For the Fiscal Year Ended December 30, 2023	For the Fiscal Year Ended December 31, 2022
Cash provided by operations of discontinued operations	$ 664	$ 27,250
Cash provided by (used in) investing activities of discontinued operations	20	(987)

The assets and liabilities of the discontinued operation are presented as assets - discontinued operations and liabilities - discontinued operations on the consolidated balance sheets. The components of assets - discontinued operations and liabilities - discontinued operations are as follows:

	December 31, 2022
Cash	$ -
Accounts receivable	8,711
Inventories, net	9,349
Prepaid expenses and other current assets	3
Development costs and other assets, net	2,297
Total assets	$ 20,360
Accounts payable	$ (2,770)
Accrued compensation	(768)
Contract liabilities	(3,197)
Accrued royalties	(1,080)
Total liabilities	$ (7,815)

NOTE 4 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Definition of Fiscal Year

The Company's fiscal year ends on the last Saturday in December in each year. The periods covered by these consolidated financial statements and related notes to the consolidated financial statements are January 1, 2023 through December 30, 2023 and December 26, 2021 through December 31, 2022. As used in these consolidated financial statements and related notes to the consolidated financial statements, "fiscal 2023" and "fiscal 2022" refers to these periods, respectively.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount. Trade credit is generally extended on a short-term basis. Thus, trade receivables do not bear interest. Accounts receivable outstanding longer than contractual payment terms are considered past due. The carrying amount of account receivable is reduced by an allowance for expected credit losses. The Company's allowance for expected credit losses reflects management's estimates of inherent credit risks based upon the past experience of the Company, evaluation of the underlying credit risks, the customers current ability to pay, and conditions of the general economy and industry as a whole.

Changes in the estimated collectability of trade receivables are recorded in the results of operations from the period in which the estimate in revised. Trade receivables that are deemed uncollectible are offset

against the allowance for expected credit losses. The Company wrote off accounts receivable of $846 and $703 during fiscal 2023 and fiscal 2022, respectively. The Company's allowance for expected credit losses was $809 and $811 as of December 30, 2023 and December 31, 2022, respectively. The Company does not have any off-balance-sheet credit exposure related to its customers.

Inventories

Inventories, which consist primarily of products held for sale, are stated at the lower of cost or net realizable value on a first-in, first-out basis in accordance with FASB ASC Topic 330, *Inventories*. The Company regularly reviews the components of inventory and establishes reserves for excess and obsolete inventory. Excess and obsolete inventory reserves recorded were $8,458 and $7,731 as of December 30, 2023 and December 31, 2022, respectively.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Additions and improvements are capitalized, whereas maintenance and repairs are expensed as incurred. Depreciation and amortization of property, plant and equipment is calculated using the straight-line method over the estimated useful lives of the respective assets. The estimated useful lives range from one to 15 years.

Goodwill

Goodwill represents the combination of the excess of purchase price over the fair value of net assets acquired in business combinations (see Note 2 - Business Combinations) accounted for under the purchase method. The Company has made an accounting policy election to apply the private company accounting alternative for amortizing goodwill over 10 years on a straight-line basis and to test goodwill for impairment at the entity level at period-end when triggering events indicate the potential for impairment. Goodwill is considered impaired to the extent it has been determined that the carrying value is not recoverable and is in excess of its fair value. No triggering events were identified during fiscal 2023 or fiscal 2022. The Company recorded a goodwill, net balance of $7,989 and $4,279 as of December 30, 2023 and December 31, 2022, respectively.

Impairment of Long-Lived Assets

As required by FASB ASC Topic 360*, Property, Plant, and Equipment*, the Company reviews property, plant and equipment and definite-lived development costs for impairment if events or circumstances indicate an asset might be impaired. The Company assesses impairment and writes down to fair value long-lived assets when facts and circumstances indicate that the carrying value may not be recoverable through future undiscounted cash flows. The analysis of recoverability is based on management's assumptions, including future revenue and cash flow projections. There were no impairment charges recorded in fiscal 2023 and fiscal 2022.

Development Costs

Development costs represent external and internal costs incurred in the development of a master copy of a book, workbook, video or other supplemental educational materials and products. The Company capitalizes development costs and amortizes these costs into costs of revenues over the lesser of five years or the product's life cycle in amounts proportionate to expected revenues. As of December 30, 2023 and December 31, 2022, net development costs totaled $6,252 and $6,702, respectively, and are included as a component of development costs and other assets, net, on the consolidated balance sheets. The Company recognized $118 and $259 of amortization of development costs in fiscal 2023 and fiscal 2022, respectively.

Fair Value Measurement

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The carrying amounts at face value of cash, accounts receivable, other receivables, prepaid expenses, accounts payable, and accrued expenses approximate fair value because of the short maturity of these instruments. The carrying value of long-term debt, including the current portions, approximates fair value as the related interest rates are similar to the current market interest rates available to the Company.

Revenue Recognition

The Company accounts for revenue arising from contracts with customers in accordance with FASB ASC Topic 606 ("ASC 606"*), Revenue from Contracts with Customers*. Under ASC 606, the Company recognizes revenue when its customer obtains control of promised goods or services, in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. The Company applies the five-step model included in ASC 606 in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its contracts. At contract inception, once the contract is determined to be within the scope of ASC 606, the Company assesses the goods or services promised within each contract and determines those that are performance obligations and assesses whether each promised good or service is distinct.

Revenue for products associated with shipments from the Company's fulfillment centers or drop-ship orders fulfilled directly by the Company's vendors is recognized and the customer is invoiced when the control of the product transfers to the customer, which is generally when the product is shipped. Certain customer contracts result in the transfer of control upon receipt. In these cases, the Company will recognize the revenue upon customer receipt.

Revenue for certain equipment and project furniture orders has two performance obligations within the project revenue stream: a) the delivery of equipment or furniture and b) the installation of the equipment or the furniture. For equipment or furniture associated with projects, the Company determined that control of the equipment or furniture is transferred to the customer upon delivery to the customer site as the customer is in possession of the product at that time. Thus, the revenue attributable to the performance obligation associated with the delivery of the equipment or furniture is recognized upon delivery. The revenue attributable to installation is recognized over time during the installation process based on costs incurred relative to total expected installation costs. Under the contract terms, the customer is not billed for the equipment, furniture, or installation until substantially all of both performance obligations have been satisfied. The Company allocates revenues to these two performance obligations using a cost-plus margin approach, whereby gross margins are consistent for each component.

Professional development or training days are provided to customers that order certain curriculum products of the Company, the most prominent of which is the FOSS product line. The Company bills for these training days at the same time the customer is billed for the product based on the stand-alone selling price. The Company defers revenue associated with providing training days and recognizes the cost associated with providing the training when the costs are incurred. These contract liabilities represent the remaining performance obligations, which are fulfilled upon delivery of the professional development days. The balance in contract liabilities relating to the professional development or training days was $121 and $1,565 as of December 30, 2023 and December 31, 2022, respectively.

The Company sells software subscriptions for certain of its curriculum product offerings. These subscriptions typically provide customers access to digital content for twelve months. The Company recognizes the subscription revenue straight-line over the life of the subscription agreement. The balance in contract liabilities relating to the subscriptions was $753 and $3,059 as of December 30, 2023 and December 31, 2022, respectively.

The Company also sells kits that contain living materials components. The kits are provided to customers and paid in full at the time of sale, with the living material component to be delivered at a later date at the request of the customer. The Company also provides refills for certain portion of kits upon customer request. Revenue associated with the living materials component is deferred at the point of sale based on list price. Kit refills are deferred upon receipt based on the amount of the advanced payment. The balance in contract liabilities related to living materials and refills was $2,409 and $2,954 as of December 30, 2023 and December 31, 2022, respectively.

The Company typically does not have contracts with significant financing components as payment terms are generally established to be 30 days from the shipment date and payments are generally received within 60 days from the time of completion of the performance obligations. The Company generally determines standalone selling prices based on the prices charged to customers for all material performance obligations.

The Company provides its customers an implicit right of return for full or partial refund. Amounts billed to customers for shipping and handling are included in revenues when control of the goods and services transfers to the customer. Shipping and handling is arranged with third-party carriers in connection with delivering goods to customers. Amounts billed to customers for sales tax are not included in revenues. Cost incurred to obtain contracts are settled within 12 months of contract inception and are expensed as incurred.

Variable consideration is accounted for as a sales adjustment. Examples of variable consideration that affect the Company's reported revenue include implicit rights of return and trade promotions. Implicit rights of return are typically contractually limited, amounts are estimable based upon historic return levels, and the Company records provisions for anticipated returns at the time revenue is recognized. Trade promotions are offered to cooperatives and end users through various programs, generally with terms of one year or less. Such promotions typically involve rebates based on annual purchases. Payment of incentives generally take the form of cash and are paid according to the terms of the related agreement, typically within a year. Rebates are accrued as sales occur based on the program rebate rates. The accrued rebates balance in contract liabilities was $5,119 and $4,538 as of December 30, 2023 and December 31, 2022, respectively.

Contract liabilities consist of customer prepayments for products to be delivered in the future. The Company anticipates that substantially all such amounts will be earned within one year. The customer prepayment balance in contract liabilities was $1,738 and $150 as of December 30, 2023 and December 31, 2022, respectively.

At the beginning of fiscal 2023 and 2022, the Company's opening contract asset balance was $3,345 and $2,289 and the opening contract liability balance was $12,266 and $10,992, respectively. At the end of fiscal 2023 and 2022, the Company's closing contract asset balance was $799 and $3,345 and the closing contract liability balance was $10,140 and $12,266, respectively. $3,197 of the fiscal 2022 balance is related to discontinued operations and has been reclassified to liabilities - discontinued operations on the consolidated balance sheets. The contract asset balance is recorded in prepaid expenses and other current assets on the consolidated balance sheets.

In fiscal 2023 and 2022, the Company recognized revenue of $660,416 and $689,850 for performance obligations satisfied at a point in time. In fiscal 2023 and 2022, $5,007 and $55,439, respectively, is related to discontinued operations and is included in income from discontinued operations on the consolidated statements of comprehensive income. In fiscal 2023 and 2022, the Company recognized revenue of $37,261 and $59,939 for performance obligations satisfied over time. In fiscal 2023 and 2022, $585 and $3,503, respectively, is related to discontinued operations and is included in income from discontinued operations on the consolidated statements of comprehensive income.

Concentration of Credit Risks

The Company maintains deposits in financial institutions that consistently exceed the Federal Deposit Insurance Corporation ("FDIC") limit. The Company has not experienced any credit-related losses in such accounts and management believes it is not exposed to significant credit risk. The Company attempts to reduce the risks associated with cash by maintaining these funds with highly rated financial institutions. The Company grants credit to customers in the ordinary course of business. The majority of the Company's customers are school districts and schools. Concentration of credit risk with respect to revenues accounts receivable is limited due to the significant number of customers and their geographic dispersion. During fiscal 2023 and 2022, no customer represented more than 10% of revenues or accounts receivable.

Leases

The Company accounts for leases in accordance with FASB ASC Topic 842, *Leases*, which requires lessees to recognize the assets and liabilities arising from leases on the balance sheet. Lease assets and lease liabilities are recognized at the commencement of an arrangement where it is determined at inception that a lease exists. Lease assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. These assets and liabilities are initially recognized based on the present value of lease payments over the lease term calculated using the Company's incremental borrowing rate.

The Company leases certain distribution centers, office space, and equipment. At lease inception, the Company determines the lease term by assuming the exercise of those renewal options that are reasonably assured. Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheets and the Company recognizes lease expense for these leases on a straight-line basis over the lease term and includes the lease expense in selling, general and administrative expense on the consolidated statements of comprehensive income. The Company's leased equipment is immaterial and is not recorded on the consolidated balance sheets and is expensed as incurred. The Company recognized $1,318 of lease expense for leases with an initial term of 12 months or less. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Company's variable lease payments are not tied to a rate or index. Rather, expense is recorded based on usage of the underlying leased asset during the period.

When determining the present value of lease payments, the Company uses the incremental borrowing rate based upon the internal rate of return of the Company's five-year term loan reduced, where necessary, based upon the difference in term between the term loan and lease. Lease assets also include any upfront lease payments made and exclude lease incentives.

As of December 31, 2023, future maturities of operating lease liabilities were as follows:

Fiscal 2024	$	6,133
Fiscal 2025		4,532
Fiscal 2026		2,062
Fiscal 2027		1,506
Fiscal 2028		1,387
Thereafter		5,994
Total lease payments		21,614
Present value adjustment		(4,491)
Operating lease liabilities	$	17,123

As of December 30, 2023 and December 31, 2022, the Company's operating leases had a weighted-average remaining lease term of 69 months and 26 months, respectively, and a weighted-average discount rate of 8.36% and 9.15%, respectively. Cash paid for amounts included in the measurement of operating lease liabilities was $6,168 and $4,884 for fiscal 2023 and 2022, respectively. The Company recognized $6,797 and $5,246 of operating lease expense in fiscal 2023 and 2022, respectively.

Vendor Rebates

The Company receives reimbursements from vendors ("vendor rebates") based on annual purchased volume of products from its respective vendors. The Company's vendor rebates are earned based on pre-determined percentage rebates on the purchased volume of products within a calendar year. The majority of the vendor rebates are not based on minimum purchases or milestones, and therefore the Company recognizes the vendor rebates on an accrual basis and reduces cost of revenues over the estimated period the related products are sold. Vendor rebates receivable recorded in prepaid expenses and other current assets on the consolidated balance sheets as of December 30, 2023 and December 31, 2022, were $2,133 and $4,661, respectively.

Foreign Currency Translation

The financial statements of foreign subsidiaries have been translated into U.S. dollars in accordance with FASB ASC Topic 830, *Foreign Currency Matters*. All consolidated balance sheet accounts have been translated using the exchange rates in effect at the balance sheet date. Amounts in the consolidated statements of comprehensive income have been translated using the weighted average exchange rate for the reporting period. Resulting translation adjustments are included in foreign currency translation adjustment within other comprehensive income.

Costs of Revenues and Selling, General and Administrative Expenses

The following table illustrates the primary costs classified in Cost of Revenues and Selling, General and Administrative Expenses:

Cost of Revenues	Selling, General and Administrative Expenses
Direct costs of merchandise sold, net of vendor rebates other than the reimbursement of specific, incremental and identifiable costs, and net of early payment discounts.	Compensation and benefit costs for all selling (including commissions), marketing, customer care and fulfillment center operations (which include the pick, pack and shipping functions), and other general administrative functions such as finance, human resources and information technology.
Amortization of product development costs and certain depreciation.	Occupancy and operating costs for our fulfillment centers and office operations.
Freight expenses associated with receiving merchandise from our vendors to our fulfillment centers.	Freight expenses associated with moving our merchandise from our fulfillment centers to our customers.
Freight expenses associated with merchandise shipped from our vendors directly to our customers.	Catalog expenses, offset by vendor payments or reimbursement of specific, incremental and identifiable costs.
	Depreciation and intangible asset amortization expense, other than amortization of product development costs.

The classification of these expenses varies across the distribution industry. As a result, the Company's gross margin may not be comparable to other retailers or distributors.

Recent Adopted Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board issued Accounts Standards Update (ASU) 2016-13, *Financial Instruments - Credit Losses*. The main objective of this new guidance is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. To achieve this objective, the amendments in this new guidance replace the incurred loss impairment methodology in current U.S. GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. This guidance is effective for fiscal years beginning after December 15, 2022 but is eligible for early adoption. The new standard was effective for the Company beginning January 1, 2023 and was applied using a modified retrospective transition method. The Company concluded that the adoption of ASU 2016- 3 did not have a material impact of the consolidated financial statements.

Reclassification Adjustments

Reclassification adjustments have been made to the fiscal 2022 consolidated financial statements in order to conform to the fiscal 2023 consolidated financial statement presentation resulting from the Company's discontinued operations (see Note - 3 Discontinued Operations). There were no changes to previously reported total assets, total liabilities and members' equity, or net income as a result of these reclassification adjustments.

NOTE 5 - GOODWILL AND OTHER INTANGIBLE ASSETS

As of December 30, 2023, gross intangible assets were $642, accumulated amortization was $29, resulting in a net intangible asset balance of $613. The estimated useful life assigned to the trade name intangible asset was 20 years. Intangible asset amortization for fiscal 2023 was $29. Intangible amortization expense is anticipated to be $31 for each of the next five fiscal years and $458 thereafter.

At December 30, 2023, gross goodwill was $8,956, accumulated amortization was $967, resulting in a net goodwill balance of $7,989. At December 31, 2022 goodwill was $4,389, accumulated amortization was $110, resulting in a net goodwill balance of $4,279. Goodwill amortization expense was $857 and $110 for fiscal 2023 and fiscal 2022, respectively. Goodwill amortization expense is anticipated to be $896 for each of the next five fiscal years and $3,509 thereafter.

NOTE 6 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following:

	December 30, 2023	December 31, 2022
Projects in progress	$ 7,711	$ 5,231
Buildings and leasehold improvements (1-15 years)	284	127
Furniture, fixtures and other (1-7 years)	492	173
Software and data equipment (1-3 years)	37,781	19,735
Machinery and warehouse equipment (1-12 years)	4,679	4,420
Total property, plant and equipment	51,036	29,686
Less: accumulated depreciation and amortization	(17,675)	(8,572)
Net property, plant and equipment	$ 33,361	$ 21,114

Depreciation and amortization expense for fiscal 2023 and 2022 was $9,247 and $5,346, respectively.

NOTE 7 - DEBT

Long-term debt consisted of the following:

	December 30, 2023	December 31, 2022
Former ABL, maturing in 2026	$ -	$ 16,616
ABL Facility, maturing in 2026	1,964	-
Term Loan A, maturing in 2026	-	20,000
Term Loan B, maturing in 2026	23,732	95,332
Unamortized Term Loan debt issuance costs	(546)	(822)
Total debt	25,150	131,126
Less: current maturities	(3,964)	(18,516)
Total long-term debt	$ 21,186	$ 112,610

ABL and Term Loan A

On December 29, 2022, the Company entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement ("Combined ABL and Term Loan A Agreement") by and among the Company, its subsidiaries as guarantors and PNC Bank, National Association (the "Asset-Based Lender" and "Term Loan A Lender"), as the Agent. The Combined ABL and Term Loan A Agreement superseded the amended Asset-Based Loan and Security Agreement ("Former ABL"). The Combined ABL and Term Loan A Agreement provided for both an asset-based loan ("ABL Facility") and term loan ("Term Loan A Facility").

Under the ABL Facility, the Asset-Based Lender agreed to provide a revolving senior secured asset-based credit facility in an aggregate principal amount of up to $135,000 ("Maximum Revolver Amount"). The Maximum Revolver Amount changed seasonally as follows: (a) $135,000 in the months of April through December; and (b) $90,000 in the months of January through March.

During fiscal 2023, the Company used $20,331 of proceeds from the sale of its ELA and EPS business segment to repay the outstanding principal, accrued interest and prepayment penalties of Term Loan A. The Company paid a prepayment penalty of $200.

On April 21, 2023 the Company entered into the First Amendment to Amended and Restated Revolving Credit, Term Loan and Security Agreement ("First Amendment"). As a result of the First Amendment, the Maximum Revolver Amount for the revolving senior secured asset-based credit facility was reduced to $100,000. The Maximum Revolver Amount will change seasonally as follows: (a) $100,000 in the months of March through October; and (b) $75,000 in the months of November through February.

Outstanding amounts under the ABL Facility will bear interest at a rate per annum equal to, at the Company's election: (1) a base rate (equal to the greatest of (a) the prime lending rate as determined by the Agent, (b) the Overnight Bank Funding rate plus 0.50%, and (c) the one-month SOFR rate) (the "Base Rate") plus an applicable margin (equal to a specified margin based on the interest rate elected by the Company, the fixed charge coverage ratio under the ABL Facility and the applicable point in the life of the ABL Facility (the "Applicable Margin")), or (2) a SOFR rate plus the Applicable Margin (the "SOFR Rate"). Interest on loans under the ABL Facility bearing interest based upon the Base Rate will be due monthly in arrears, and interest on loans bearing interest based upon the LIBOR Rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

The ABL Facility is secured by a first priority security interest in substantially all assets of the Company and the subsidiary borrowers. Under an intercreditor agreement (the "New Intercreditor Agreement") between the Term Loan B Lenders and the ABL Lenders, the ABL Lenders have a first priority security interest in substantially all assets of the Company and the subsidiary borrowers.

The effective interest rate under the ABL Facility for the year ended December 30, 2023 was 9.16%, which includes interest on borrowings of $2,591, amortization of loan origination fees of $124 and commitment fees on unborrowed funds of $225, respectively.

Prior to the paydown of Term Loan A, $278 of interest was paid for the period ended December 31, 2023, with an effective interest rate of 9.28%.

The Company may prepay advances under the ABL Facility in whole or in part at any time without penalty or premium. The Company will be required to make specified prepayments upon the occurrence of certain events, including: (1) the amount outstanding on the ABL Facility exceeding the Borrowing Base (as determined in accordance with the terms of the ABL Facility), and (2) the Company's receipt of net cash proceeds of any sale or disposition of assets that are first priority collateral for the ABL Facility. From the sale of the ELA and EPS business segment during fiscal 2023, $54,924 of the proceeds were used to repay the outstanding principal and interest of the Company's ABL Facility.

The ABL Facility and Term Loan A contains customary events of default and financial, affirmative and negative covenants, including but not limited to a springing financial covenant relating to the Company's fixed charge coverage ratio, leverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments. In addition, on an annual basis, the ABL Facility requires the maximum principal balance of the ABL Facility to be an amount equal to $20,000 or less for a period of twenty consecutive calendar days during a period beginning on the fifteenth day of December and ending on the fifteenth day of February of the following fiscal year. The Company was in compliance with these covenants during fiscal 2023.

The ABL facility matures on December 29, 2026.

As of December 30, 2023, the outstanding borrowings on the ABL Facility were $1,964, all of which were classified as current maturities of long-term debt in the accompanying consolidated balance sheets.

In fiscal 2023, the Company recognized debt extinguishment costs of $1,234, which includes the write off of previously unamortized debt issuance costs related to the ABL Facility and Term Loan A. As a result of the First Amendment to the ABL Facility, the Company treated the amendment as a debt extinguishment due to the overall borrowing capacity decreasing and wrote off $778 of unamortized debt issuance costs. With the pay down of Term Loan A, the Company recognized $456 of unamortized debt fees.

Former ABL

On September 15, 2020, the Company entered into an Asset-Based Loan and Security Agreement (the "Former ABL") by and among the Company, its subsidiaries as guarantors and PNC Bank, National Association (the "Asset-Based Lender"), as the Agent.

Under the Former ABL, the Asset-Based Lender agreed to provide a revolving senior secured asset-based credit facility in an aggregate principal amount of up to $115,000 ("Maximum Revolver Amount"). The Maximum Revolver Amount will change seasonally as follows: (a) $115,000 in the months of June through October; (b) $90,000 in April, May, November, and December; and (c) $75,000 in the months January through March.

On November 18, 2021, the Company entered into an amendment to the Former ABL, First Amendment to Revolving Credit and Security Agreement ("Former ABL Amendment No. 1"). The primary purpose of the amendment was to reduce applicable margins, reduce commitment fees, change the maximum principal amount during the period between December 15 and February 15 of each year, and modify certain financial covenants.

Outstanding amounts under the Former ABL, as amended, bore interest at a rate per annum equal to, at the Company's election: (1) a base rate (equal to the greatest of (a) the prime lending rate as determined by the Agent, (b) the Overnight Bank Funding rate plus 0.50%, and (c) the one-month LIBOR rate) plus an applicable margin (equal to a specified margin based on the interest rate elected by the Company, the fixed charge coverage ratio under the Former ABL and the applicable point in the life of the Former ABL, or (2) a LIBOR rate plus an applicable margin (the "LIBOR Rate"). Interest on loans under the Former ABL bearing interest based upon the Base Rate will be due monthly in arrears, and interest on loans bearing interest based upon the LIBOR Rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

The Former ABL was secured by a first priority security interest in substantially all assets of the Company and the subsidiary borrowers.

The effective interest rate under the Former ABL for the year ended December 31, 2022 was 5.04%, which included interest on borrowings of $2,718, amortization of loan origination fees of $498 and commitment fees on unborrowed funds of $100.

The Former ABL contained customary events of default and financial, affirmative and negative covenants, including but not limited to a springing financial covenant relating to the Company's fixed charge coverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments. In addition, on an annual basis, the Former ABL required the maximum principal balance of the ABL Facility to be an amount equal to $50,000 or less for a period of twenty consecutive calendar days during a period beginning on the fifteenth day of December and ending on the fifteenth day of February of the following fiscal year. The Company was in compliance with these covenants during fiscal 2022.

As of December 31, 2022, the outstanding borrowings on the Former were $16,616, which was classified as current maturities of long-term debt in the accompanying consolidated balance sheets.

Term Loan B

On September 15, 2020, the Company entered into a term loan credit and security agreement (the "Term Loan Agreement") among the Company, as borrower, certain of its subsidiaries, as guarantors, the financial parties party thereto, as lenders (the "Term Loan Lenders") and TCW Asset Management Company LLC, as the agent.

Under the Term Loan Agreement, the Term Loan Lenders agreed to make a term loan ("Closing Date Term Loan") to the Company in aggregate principal amount of $92,023.

On December 29, 2022, the Company entered into Amended and Restated Term Loan Credit and Security Agreement ("Term Loan B Agreement) among the Company, as borrowers, certain of its subsidiaries, as guarantors, the financial parties party thereto, all lenders (the "Term Loan B Lenders") and TCW Asset Management Company LLC, as the Agent. On the amendment and restatement date, the existing Closing Date Term Loan balance of $95,432 was continued for all purposes of Term Loan B Agreement as a term loan made by the Term Loan B Lenders.

On April 21, 2023, the Company entered into the First Amendment to Amended and Restated Term Loan Credit and Security Agreement. This amendment conformed the Term Loan agreement to the changes made in the amended ABL Facility agreement.

At the Company's option, the Term Loan B interest rate will be either the prime rate or the SOFR rate (with a SOFR floor of 1.25%), plus an applicable margin. The Company may specify the interest rate period of one, three or six months for interest on loans under the Term Loan Agreement bearing interest based on the SOFR rate. From the inception of the Term Loan Agreement through the first anniversary date, paid-in-kind ("PIK") interest accrued at a rate of 4.00% per year. The PIK interest accrued during the first year of the Term Loan will be added to the outstanding principal balance of the loan.

The Term Loan B matures on December 29, 2026. The Term Loan B requires scheduled quarterly principal, which commenced on December 31, 2022, and continue through the maturity date. The quarterly principal payments increased to $500 per quarter beginning June 30, 2023 and continue through the maturity date. Prior to June 30, 2023, quarterly principal payments were $100 per quarter. In addition to scheduled quarterly principal repayments, the New Term Loan Agreement requires prepayments at specified levels upon the Company's receipt of net proceeds from certain events, including but not limited to certain asset dispositions, extraordinary receipts, and the issuance or sale of any indebtedness or equity interests (other than permitted issuances or sales). The Company is also permitted to voluntarily prepay the Term Loan B in whole or in part. In April 2023, the Company used $70, 000 of the proceeds from the EPS sale to pay down the Term Loan B.

The Term Loan B Agreement contains customary events of default and financial, affirmative and negative covenants, including but not limited to limits on capital expenditures in any fiscal year. The Company was in compliance with these covenants during fiscal 2023 and fiscal 2022.

Pursuant to Term Loan B Agreement, the Term Loan is secured by a first priority security interest in substantially all assets of the Company and the subsidiary guarantors. Under an intercreditor agreement (the "New Intercreditor Agreement") between the Term Loan B Lenders and the ABL Lenders, the Term Loan B Lenders have a second priority security interest in substantially all assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the ABL Lenders in such assets.

The effective interest rate under the Term Loan for the years ended December 30, 2023 and December 31, 2022, was 13.45% and 10.37%, which includes interest on borrowings of $6,009 and $9,939 and amortization of loan origination fees of $295 and $277, respectively. As of December 31, 2023, the outstanding balance on the Term Loan Credit Agreement was $23,732, of which $2,000 is classified as short-term debt and $21,732 is classified as long-term debt in the accompanying consolidated balance sheets.

The following table summarizes our contractual debt obligations as of December 31, 2023:

	Payments Due (in thousands)				
	Total	Less than 1 year	1 - 3 years	4 - 5 years	More than 5 years
Long-term debt obligations	$ 25,696	$ 3,964	$ 4,000	$ 17,732	$ -

NOTE 8 - INCOME TAXES

For income tax purposes, the Company and its U.S. subsidiaries are treated as pass-through entities, and any income, losses or tax credits generated in the period by these entities are passed through to the members of the Company. The Company may make distributions to its members during the year to cover the taxes owed at the member level. $57,081 and $11,514 of tax-related distributions were made during fiscal 2023 and 2022, respectively.

The Company's United Kingdom and Canadian subsidiaries are not treated as pass-through entities. As such, any income tax expense or benefit, income tax accruals and deferred tax items related to the Canadian operations are reflected on the Company's consolidated financial statements. As of December 30, 2023 and December 31, 2022, the Company had deferred tax assets of $260 and $254, respectively, which related primarily to the Canadian net operating loss carryforwards. The Company's tax provision for the periods ended December 30, 2023 and December 31, 2022, was $844 and $261, respectively. The Company's tax provision reflects taxes that relate to its Canadian operations and U.S. state tax obligations for states which tax pass-through entities.

As of December 30, 2023 and December 31, 2022, the Company's liability for uncertain tax positions was $0.

NOTE 9 - EMPLOYEE BENEFIT PLANS

The Company sponsors the School Specialty, LLC 401(k) Plan (the "401(k) Plan"), which allows employee contributions in accordance with Section 401(k) of the Internal Revenue Code. The Company has the discretion to match a portion of employee contributions and virtually all full-time employees are eligible to participate in the 401(k) Plan after 90 days of service. The amount of the Company's 401(k) match in fiscal 2023 and fiscal 2022 was $2,534 and $1,045, respectively.

NOTE 10 - MEMBERS' EQUITY

Membership interests in the Company are represented by the following series: common units, Class A preferred units and Class B preferred units.

Each class of units is redeemable upon a liquidity event, as defined, or otherwise when and as determined by the members, out of funds of the Company legally available, net of any reserves. Upon liquidation, Class A preferred units have the first priority with respect to distributions with the Class B preferred units having the second priority and finally the common units. For purposes of allocating ongoing income and losses, Class A preferred units, Class B preferred units, and common units receive income and loss allocations in accordance with the operating agreement with separate capital account balances maintained by the Company. As of December 30, 2023 and December 31, 2022, the Company had the following units authorized, issued, and outstanding: 2,500 Class A units, 3,851 Class B units, and 300 common units.

There are no stated dividends on preferred A stock units or preferred B stock units.

NOTE 11 - RELATED PARTY TRANSACTIONS

The holders of the Company's Term Loan B also hold 100% of the Company's common units, preferred A units and preferred B units.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or liquidity.

As of December 30, 2023 and December 31, 2022, the Company had undrawn letters of credit of $837 for both periods.

NOTE 13 - SUBSEQUENT EVENTS

The Company evaluated its December 30, 2023 consolidated financial statements for subsequent events through March 6, 2024, the date the consolidated financial statements were available to be issued. The Company is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements.

School Specialty
TRANSFORMING MORE THAN CLASSROOMS®

School Specialty Online: At-A-Glance

School Specialty's online platform is customizable to meet your needs. It saves you time and money, all at absolutely no cost to you.

- Our website and services are free to customers.
- Online ordering provides clear visibility to contracted pricing. Customers can manage their budgets and ensure that there are fewer mismatches between POs and invoices.
- Orders placed online are more accurate, which means fewer incorrect shipments and less time processing returns.
  - Item numbers are accurately displayed – no keying in the wrong item number by mistake.
  - Products on backorder are clearly identified.
  - Orders placed online are easily tracked on our site.
  - Invoices are available online for all billed orders
- School Specialty Online gives customers a personalized shopping experience.
  - All account activity can be seen at a glance through a user's online dashboard, including carts, orders, lists, and account notifications.
  - Customers can also create personalized shopping lists for frequently ordered items that can be shared among their peers. Many accounts have School Specialty curated Shared Shopping Lists of the specially priced items from their pricing programs (such as OMNIA, AEPA, or Market Baskets). Some customers may prefer to create their own shared shopping lists, but these can also be added by request through our Ecommerce Customer Care team.
- No need to flip through multiple printed catalogs to find what they're looking for – they can search by key word, item number, manufacturer's part number, or brand. Catalogs have also been digitized and are available at the bottom of any web page.

FEATURES

Your Pricing, Every Time: Customers never need to wonder what their price is again! When they log into our website, any contracts or pricing agreements they have with us are reflected in the net price. A customer's pricing program will be listed in their cart and on any printouts or downloads. If a customer has multiple pricing programs, logins with either the administrator and/or approver role can toggle between their programs for their best price.

One-Stop Shopping: School Specialty Online lets customers shop our wide variety of products in one convenient place. Product images let customers see exactly what they're getting, making their buying decisions easier. Reviews, similar items, and customer ratings all help users make good decisions.

Approval Workflow: Customers can create custom approval workflows and maintain user access, helping to manage both the ordering process and the district's budget.

Stock Status and Next Day Shipping: When they need it in a hurry, customers can view the status of every item in their cart. Or they can shop from our Next Day Delivery product assortment — if we don't have it today, we'll tell them when we will get it!

PO Spending Limits/Blanket Orders: Customers can enter a blanket PO in the system, then add it to our website and give their users access to it. We'll make sure no one overspends!

Customized Payment Methods: PCards? Invoice? School Specialty Online supports a choice of payment methods, while ensuring that users cannot place an order without an approved method of payment. July and/or September billing can be turned on as available options online.

Set Your Future Shipping Date: Customers can select a future shipping date online per order.

OUR SCHOOL SPECIALTY WEBSITES

To meet our customers' individual needs, we maintain several websites. Our school or business customers should always be directed to the correct site so they can take full advantage of their account benefits. Sites include:

U.S. Individual Consumers: SchoolSpecialty.com
Canadian Individual Consumers: SchoolSpecialty.ca
U.S. School or Business Customers: Select.SchoolSpecialty.com
Canadian School or Business Customers: Select.SchoolSpecialty.ca

School Specialty Online: At-A-Glance

IT'S EASY FOR CUSTOMERS TO SHOP ONLINE

To shop online, school or business customers can simply login to Select.SchoolSpecialty.com. From there, they can:

- Search by item number or product description in the search bar.
- Select items from saved or shared Shopping Lists by selecting My Lists/Shopping Lists and view categories by selecting Shop Our Products.
- Quick Order/Order By Number for quick entry of orders by item number.
- Browse a digital version of our printed catalogs, or print or email a page to enter items by number.

Two paths to online ordering

1) Customized ordering through Select.SchoolSpecialty.com Placing custom orders through our site is simple. Once customers register as a School Specialty School or Business user, they can:

- Assign users to their district account.
- Set up an approval workflow that mirrors their current process.
- View contracted pricing and access all our products without having to search through multiple paper catalogs.
- Personalize their shopping experience by creating customized shopping lists and shopping carts.
- View an online dashboard that shows all their account activity at a glance, including their carts, invoices, orders, lists, and account notifications.

2) Procurement

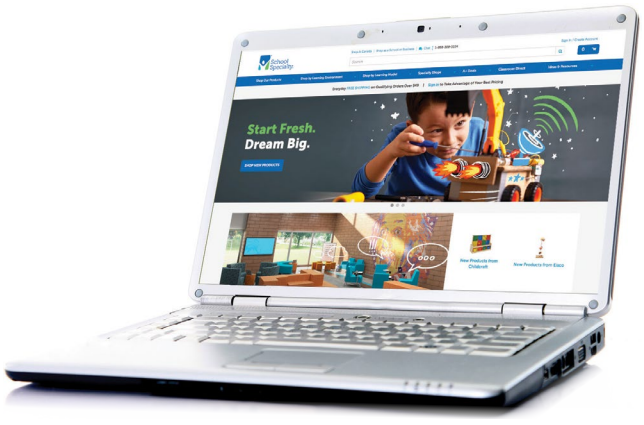
Procurement Integration (Punchout online ordering process) is the alternative that lets customers streamline their purchasing.

- Customers create an interface between the School Specialty website and their district's procurement system (Punchout, EDI, and many others — see the list on this sheet).
- Customers search for items and enter them the same simple way as in Option #1, and their district's procurement system remains in control of all purchasing.
- Order requisitions begin by accessing our website from directly within the district's procurement system, retrieving all line item details.
- Their buyers do NOT need their own login for the district's accounting system — the buyers remain on our site, and we send all their submitted carts to the district's punchout/procurement system.
- Any customer who needs to review carts can access our site through their accounting software punchout system, then simply click MY ACCOUNT and choose RETRIEVE CARTS. They find their buyers' cart, view it, then click RETRIEVE to instantly see all the line items in their accounting software requisition!

SCHOOL SPECIALTY CAN WORK WITH ALL THESE PROCUREMENT SYSTEMS

And many more. Don't see your procurement system? Contact our Ecommerce Enablement Team.

Aptafund
Ariba / SAP Network
CommBuys Massachusetts
CoreXpand
Coupa
Cribellum
EqualLevel
Escape
ESM Solutions
Frontline
Jaggaer
Keystone
Lawson Infor
LINQ ERP / Alio
nVision by Finance Manager
Oracle
Oracle Fusion
Peoplesoft
PowerSchool Business Plus
PowerSchool Efinance Plus
SAP
SCView / Strategic Solutions
Skyward
Smart Finance
Spendbridge
Tyler Infinite Visions / ERP Pro
Tyler Munis
Varis / Buyer Quest
Wincap
Workday



School Specialty Online: At-A-Glance

SHOPPING ONLINE PROVIDES ACCESS TO ALL OF OUR BRANDS

School Specialty®

OUR FAMILY OF BRANDS

Abilitations. · achieve it! · CALIFONE · CHILDCRAFT

classroom select. · Delta Education · FLAGHOUSE · FOSS

Frey SCIENTIFIC · KITS for kidz · projects by design · Sax

schoolkidz · SCHOOL SMART · snoezelen · SPORTIME

YOUR ECOMMERCE TEAM

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Commerce Enablement Manager
Gina Provenzale
Gina.Provenzale@SchoolSpecialty.com

Senior Manager, Commerce Punchout Enablement
Kurt Vanhandel
Kurt.Vanhandel@SchoolSpecialty.com

ECOMMERCE CUSTOMER CARE (ECC)

WebSupport@SchoolSpecialty.com
Call: 888-388-3224, Monday to Friday, 7 am-5 pm CST
Chat Online: Monday to Friday, 7 am - 5 pm CST

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CO_472950 | 6/24

Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?

School Specialty, LLC has achieved Platinum status with the Green Business Bureau.

The company joined the GBB in 2019 and has leveraged the platform and apps to manage their sustainability initiatives and track their progress. School Specialty, LLC completed enough initiatives to reach 400 EcoPoints™ to earn the GBB Platinum Seal. The company is committed to protecting the environment, engaging employees and customers in their sustainability efforts, and saving money through more efficient operations. They continue to utilize the GBB framework and online tools to become greener and meet their sustainability goals.

School Specialty was looking for an opportunity to take small steps towards becoming a more environmentally friendly organization for both customers and employees. As a distributor of highly consumable products, it was important for them to look internally at what they could, and should, be doing to reduce their large footprint.

Some of the activities which helped School Specialty achieve Platinum status toward green certification was the creation Green Teams throughout the company which served as the initial supporters of greening the business, enlisting and informing all employees of key activities, assessing where the organization was at in terms of green efforts and creating programs where employees can engage in green activities.

Like many organizations, School Specialty and our Project Green Teams initially focused on low-hanging fruit when the program first started. Putting focus on changes that include recycling of paper, adding low water flow censors, changing out paper cups in the cafeterias to ceramic, ensuring that all cleaning supplies are green. After a bit of time the teams have started to tackle some of the long-term goals that include:

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

- Implementing virtual office spaces
- Utilizing productivity tools like Microsoft Teams for meetings to reduce travel and the carbon footprint
- Replacing employee water coolers with zero bottle coolers
- Upgrading office lighting to LED
- Working to make office and distribution spaces Zero Waste

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.

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

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).

Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

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.

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:

Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?

- 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.

Describe any social diversity initiatives.

School Specialty acknowledges and fully embraces diversity participation programs. We are committed to working with and continually adding certified diversity vendor partners to our supply chain for product and services. We're actively pursuing new supply and service partners that hold these certifications.

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

Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.

School Specialty has a full-time Program Management staff responsible for change management that involves executing and implementing new policies, processes, and procedures. They are responsible for creating content, documentation, training, and roll-out of new policies or procedures.

Successful adoption of new policies, processes, and procedures hinges on a multi-faceted approach. Building buy-in from the outset is crucial. The School Specialty Program Management team starts by engaging stakeholders early, clearly communicating the "why" behind the changes, and ensuring everyone has access to clear, concise documentation through our intranet and for customers our help site. If the change is significant, we rollout changes by tailoring training to specific roles and offering it in various formats. Furthermore, we offer ongoing support through dedicated resources and feedback mechanisms to foster a culture of continuous improvement. By implementing these strategies and tailoring them to the specific context, we increase the chances of successful adoption.

The Program Management team follows this process for change management related to both our internal and external customers. The process has a wide range from implementation of new systems to rolling out new sales processes and much more.

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

Since 1959, School Specialty® has been a leading provider of educational products and services for the infant through 12th grade market in the U.S and Canada. The company designs, manufactures, and distributes solutions including furniture & equipment, educational technology as well as a broad selection of everything else a school needs for their buildings and grounds.

These include trusted national brands, as well as well-recognized proprietary Brands such as Classroom Select® furniture, Childcraft® early learning materials and furniture, Snoezelen® sensory furniture and equipment, and FOSS Science Curriculum. We also provide expert guidance, design services and professional development within the categories we support.

At our core, we are a purpose-driven organization. Everything we offer, from crayons to curriculum to complete learning environments, is designed to support educators, raise student outcomes and ultimately, transform more than classrooms.

Our corporate headquarters is located at W6316 Design Drive Greenville, WI 54942.

Describe Offeror’s reputation in the marketplace

School Specialty has grown through internal expansion of its current products and aggressive acquisition of additional education-based companies. We’re the nation’s largest K-12 provider of educational supplies, furniture and equipment and related services. With our breadth of products and services, we are widely known as an outstanding company that customers continuously want to partner with for their furniture needs. They appreciate the best-in-class products and services we offer that helps their educators to provide learning environments that meet and exceed the expectations of their students and communities.

We rely on our field sales representatives as the face of our company to represent us well with our customers which they do daily, and customers have demonstrated this by repeatedly placing their furniture needs with School Specialty. We rely on all of our associates regardless of what department they work in to commit to teamwork, professionalism, mutual trust, and respect to help achieve absolute customer satisfaction.

We believe our company brands (Abilitations, Achieve it!, Califone, Childcraft, Classroom Select, Delta Education, Flaghouse, Foss, Frey Scientific,Kits for Kidz, Projects by Design, Sax, schoolkids, School Smart, Snoezelen, and Sportime hold the leading market positions 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.

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

School Specialty LLC (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 a corporation organized under the laws of the State of Delaware and has been in business since 1959. We have the largest and most sophisticated distribution network among our direct competitors with hundreds of manufacturers along with our own proprietary furniture lines, Classroom Select, Childcraft and our third proprietary brand of sensory products, Snoezelen, which we added back in 2023. We are still seven times larger than our next closest competitor in the school market.

Through our combined family of companies and acquisitions, School Specialty, Inc. has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. **Only 1,000 characters, stops here We provide a comprehensive offering of high-quality products and related services nationally. 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 including sensory items, 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.

We recognize that educational 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.

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

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

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

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

Describe the experience and qualifications of key employees.

- Greg Harbaugh, Vice-President National Contracts & Strategic Accounts - Greg.Harbaugh@SchoolSpecialty.com

Greg has over 20 years of experience working in the education market managing and designing national, state, and regional cooperative contracts. He has led School Specialty's national contracts team for more than ten years implementing standards that have help contracts growth throughout his tenure as the leader of the team.

Greg is also responsible for request for proposals from qualification to composition and implementation. Greg has also received Region of the Year award for highest growth percentage.

- Helen Schleis, Director Contracts & Cooperatives, East Region - Helen.Schleis@SchoolSpecialty.com

Helen has been with School Specialty for over 18 years in various roles including merchandising, marketing, and product management before moving into Contracts 10 years ago. She has over 20 years in the Education industry in sales and marketing and currently works with the School Specialty sales team for the Eastern half of the country to understand contract utilization and strategy and grow contract revenue in accounts.

- Belkys Quintana, Director Contracts & Cooperatives, West Region - Belkys.Quintana@SchoolSpecialty.com

Belkys has been with School Specialty for over 6 years working on cooperatives and contracts. She has over 20 years in both the Education & Hospitality industries in sales, marketing, and contracts. Currently, she works with the School Specialty sales team for the Western half of the country promoting and training contracts utilization and strategy to help grow sales revenue.

Describe the experience and qualifications of key employees.

- Wade Seeley, Director Learning Environment Sales, West Region - Wade.Seeley@SchoolSpecialty.com

With 20 years of experience in learning environments, including 17+ years at School Specialty, Wade brings unrivaled expertise and a true passion for guiding his team in developing breakthrough strategies and innovative solutions for the schools and districts they serve. Wade has extensive experience working with educators, which gives him a deep understanding of the challenges they face and the goals they strive for. He is able to leverage his comprehensive knowledge of the School Specialty offering of products, services and resources to tailor the very best solutions for their unique needs.

Over his career, Wade has also built strong relationships with both the architect and design community and manufacturers, making him a valuable partner to all stakeholders. Wade worked as a Projects by Design Specialist, Regional Sales Manager, and Market Development Manager at School Specialty for 15+ years. He then served as a Regional Sales Director and MiEN Environments and a Project Sales Manager at MooreCo before returning to School Specialty as the Director of Learning Environment Sales, inspired by the opportunity to help “transform more than classrooms.”

- Dan Carl, Director Learning Environment Sales, East Region - Dan.Carl@SchoolSpecialty.com

With 28 years of experience in learning environments, including 9 years at School Specialty, Dan brings a true passion for working across School Specialty teams helping to develop education industry knowledge. Dan has extensive experience working with educators and key stakeholders, which gives him a deep understanding of the challenges they face and the goals they strive for. He is able to leverage his comprehensive knowledge of the School Specialty offering of products, services and resources to tailor the very best solutions for their unique needs.

During his time at SSL, Dan worked as a Market Development Manager, Business Development Manager for Classroom Select and Childcraft, and now the Director of Learning Environment, Sales. Prior to coming to SSL, Dan worked for the Education Furniture Manufacturer- Artco-Bell and for a family-owned furniture dealer in Pennsylvania. Knowing that education is foundational and that learning environments can impact student achievement, Dan remains inspired by all SSL team members to help educators “transform more than classrooms.”

School Specialty Litigation Summary

Pending Litigation:

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- 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.

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- 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.
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School Specialty Concludes Financial Restructuring Process and Emerges From Chapter 11

GREENVILLE, Wis., June 11, 2013 (GLOBE NEWSWIRE) — School Specialty, Inc. announced today that it has completed its financial restructuring and has officially emerged from its Chapter 11 reorganization. In conjunction with its emergence, School Specialty has a new, fully committed $175 million asset based revolving credit facility led by Bank of America, N.A. and SunTrust Bank and a $145 million term loan facility led by Credit Suisse Securities (USA) LLC.

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School Specialty's President and CEO Michael P. Lavelle, said, "We have successfully completed a major step in our corporate transformation by emerging with a sound capital structure, significantly less debt, and the financial flexibility to continue building our business to deliver better value for our customers. We thank our dedicated employees, suppliers and business partners who supported us throughout this process. We also want our customers to know how much we appreciate their business and the working relationship we have forged over the years. Our mission is to exceed customer expectations in service and quality and that is where our focus will be as we work with our business partners and customers in their preparations for the upcoming school season and for the long term."

Information concerning the restructuring is available at www.schoolspecialty.com. Claims and distributions information and the Plan and Disclosure Statement are available at www.kccllc.net/schoolspecialty or by calling (+1-877) 709-4758.

Statement Concerning Forward-Looking Information

Any statements made in this press release about future financial condition, results of operations, expectations, plans, or prospects, constitute forward-looking statements. Forward-looking statements also include those preceded or followed by the words "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "should," "plans," "targets" and/or similar expressions. These forward-looking statements are based on School Specialty's current estimates and assumptions and, as such, involve uncertainty and risk. Forward-looking statements are not guarantees of future performance, and actual results may differ materially from those contemplated by the forward-looking statements because of a number of factors, including the factors described in Item 1A of School Specialty's Annual Report on Form 10-K for the fiscal year ended April 28, 2012, which factors are incorporated herein by reference. Except to the extent required under the federal securities laws, School Specialty does not intend to update or revise the forward-looking statements.

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Value Add

- **Professional Development** - Professional Development is available in multiple formats to fit the individual needs of you and your educators. Live or recorded webinars, in-person half and full-day sessions, we can design something specifically for you. General topics are available for all categories. These include, but are not limited to: Sunlight, Shimmer and Shadow as Art Techniques, Integrating STEAM, How to Create a Makerspace in Your School, Including Sensory Solutions in the Classroom, Understanding Sensory Processing as Part of Universal Design, 10 Terrific Tips to Promote Good Fine Motor Skills, Nutrition Education, Proven Strategies for Making PE Fun, Engaging & Meaningful, PE Strategies for a Quality Program, Modular Robotics: Constructing Explanations and Designing Solutions at K-8, Adapted Art/ Inclusive Art, Community of Artists.
- **Projects by Design (PbD)** – is our turnkey, collaborative and complimentary service designed to help customers with their new construction, large renovation projects. We work with the school districts from initial discovery to final installation and beyond. Our PbD program is a no cost, free service offered to our customers to help them navigate easily and more efficiently with their larger projects. Please see the attached Project Approach information that provide more detail regarding our approach to projects. We also utilize elements of the program for small, daily transactional orders requiring installation and project management services.
    - On a project-by-project basis, we can provide 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.

Value Add

- **Design Services** – We offer free design services regardless of if the members projects are small or large. We offer 2D, 3D, renderings, and space planning, and lab planning for all areas of the K-12 learning environment.
- **Concierge Order Services** – for customers' furniture purchase orders that are $12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- **Delivery Services** – All customers receive free, no charge inside delivery and lift gate services.
- **Sensory Rooms** – School Specialty can create Sensory Rooms for Special Education classrooms utilizing product from our proprietary brand, Flaghouse. Because each child with special needs has different needs, the products in a sensory room can vary which means they may need to be customized in manufacturing; thus, the items are not on a product list. The school district can contact their local School Specialty sales representative for product selection and pricing.
- **Achieve It!** – Achieve It! is our new instructional solutions brand with resources in math, English language arts, and more. These tools are designed to light the spark that lets all learners shine to their full ability. Indianapolis PS can contact Jennifer McBride for more details.

Value Add

As part of the value-add product offering, we can provide stage curtains through one of our manufacturing partners, Luxout Products. Luxout Products is a manufacturer of custom stage curtains who also perform installation services for their product line. We're requesting to add Luxout products under the furniture scope of "Related Products, Support Services and Solutions. We believe including Luxout as a "Value Added' company will enhance and add value to the contract through their ability to produce and install custom stage curtains for OMNIA members.

School Specialty is an authorized dealer of Luxout product (please see dealer letter of authorization). Nationally, we've have partnered with them on custom stage curtains since 2010. Luxout includes cost of products, shipping, and installation as part of their scope of services for School Specialty's stage curtain projects. For additional information on Luxout and their offering, please visit their website at https://www.luxout.com/. As each stage curtain project is consider custom and unique to each opportunity, Luxout does not published a MSRP Price List (they provide quotes for each project).



PROJECT APPROACH



projects by design®

Design, project management, & more

Projects by Design is our turnkey, collaborative, and complimentary service designed to help you envision and install dynamic, future-ready learning spaces.

We support you every step of the way from initial discovery to design, delivery to development, through installation and beyond.

We can be your single source for products, design, and project management resulting in one P.O. for your entire project.



projects by design®

Our proven process

DISCOVER
Discovery meeting, project roadmap, alignment on budget and vision.

DESIGN
Design and product recommendations presented in detailed color renderings. Final price proposals — detailed room-by-room.

DELIVER
On site supervision of the entire post-award process and management of all logistics.

DEVELOP
A variety of half- and full-day courses to help you get the most out of your new environments.


Coding Mornings
Learning Goals:
- to work together
- to problem solve
- to talk through your learning
- to listen to each other
- to learn something new
- to have fun!

DISCOVER

DISCOVER

Because our focus is on achieving YOUR unique objectives and bringing YOUR instructional vision to life, the Discover phase is all about getting to know you and understanding your needs.

An initial kick off meeting will review both high level strategy and the all-important executional details.

- STRATEGIC VISION SESSION
- Review typical environments for each type of space needed
- Develop a picture of your vision
- Connect instruction to the environment
- Identify essential elements for each environment

- SCOPE & REQUIREMENTS REVIEW
- Review requirements of each area based on:
  - instructional activity and intent
  - storage requirements
  - functions
  - technology and architectural considerations
- If needed, conduct inventory of existing furniture to assess condition and determine what can be reused



DISCOVER

We have identified 6 Essential Design Elements® critical to help transform a space into a dynamic, future-ready learning environment. These serve as our guiding principles to determine your needs and the possibilities for your spaces.

CHOICE: When students have choices, they become more engaged. Provide a variety of seating, tables with variable heights, and a range of colors that inspire.

COMFORT: Comfortable students feel confident to explore and discover. Fill a space with ergonomic furniture, appropriate lighting, optimal air quality, and watch them go.

VERSATILITY: One space can serve many purposes. Create environments that can adjust across modes and activities by selecting furniture you can remix and rearrange.

CONNECTION: Collaboration is the fuel that powers social energy. Create spaces that encourage interaction between students, teachers, peers, and ideas.

STIMULATION: Active learning design doesn't just allow physical movement, it helps the mind swivel to attention, encouraging thinking, focus and exploration.

TECHNOLOGY: Tech is everywhere… and that's where students need to be able to use it. Wire and equip rooms, and even furniture, to allow for learning and charging.

6 ESSENTIAL DESIGN ELEMENTS.



DESIGN



DESIGN

A LOCAL DESIGN PARTNER SUPPORTED BY A NATIONAL TEAM

We know there is no substitute for in-person partnership. Designer name, who lives right in location, will be your dedicated designer. She will be supported by X additional designers in region name.

18
DESIGNERS
across the US

300+
years of
combined experience

LEARNING ENVIRONMENT EXPERTISE
understanding the need for different types of learners and learning environments

All design services are
COMPLIMENTARY

DESIGN

CAPABILITIES

Our expert team of interior designers offer an extensive menu of capabilities to meet your needs.



DESIGN PROCESS

SCHEMATIC DESIGN	DESIGN DEVELOPMENT	DESIGN DOCUMENTATION	PROJECT COMPLETION

• Review learnings from Discover phase
• Recommend initial design concepts
• Verify
  - Critical dimensions
  - Multiple stakeholder agreement
	• Finalize Design
	• Check specifications
	• Prepare for installation
		• Confirm layouts against site conditions
		• Prepare installation packet
			• Provide post-installation materials

DELIVERABLES • Layout with CET computerized smart furniture symbols • Space plan with furniture selections • Initial finish recommendations • Colors and materials design board • Initial budget and timeline	DELIVERABLES • 3D renders • Detailed product information, including furniture & finish call outs • Furniture plans • Product/finish selections	DELIVERABLES • Detailed product specification list • Installation drawings • Room by room list for product staging • Color coded plans to show item location	DELIVERABLES • As built drawing if needed • Project folder including • Submittals

Exact steps and deliverables dependent on scope



DESIGN

SCHEMATIC DESIGN

WHAT WE DO:

In this step, the information and insight we gathered during the Discover Phase is used to develop initial designs.

This is a collaborative process where we work together to refine the project goals and narrow in on the best solutions for you.

DELIVERABLES:

- Space plan & furniture layout
- Initial product selections
- Initial colors and materials
- Initial budget and timeline



DESIGN

DESIGN DEVELOPMENT

WHAT WE DO:

In this step, we bring the initial schematic designs to life, and work with you to finalize all aspects of the design.

DELIVERABLES:

- 3D renders that let you see how the room(s) will look and feel
- Detailed product information, including furniture & finish call outs
- Furniture plans
- Product/finish selections



DESIGN

DESIGN DOCUMENTATION

WHAT WE DO:

Once designs are approved, we assemble a toolkit with everything needed for you, the project managers, and installers to ensure successful ordering, delivery, and installation.

DELIVERABLES:

- Detailed product specification list
- Installation drawings
  - Dimensions, room #s, product #s, safety codes, and notes for staging and furniture placement
- Room by room list for product staging
- Color coded plans to show item location



DESIGN

PROJECT COMPLETION

WHAT WE DO:

Our service doesn’t stop when the project ends. Post-installation, we will give you all the materials pertaining to your project and also store a comprehensive project folder at School Specialty so that we can continue to meet your needs for the completed project, and all future projects.

DELIVERABLES:

- As built drawing if needed
- Project folder including
  - Computerized installation drawings
  - Specifications
  - Finishes and color selections
  - Photographs
- Submittals



DELIVER



DELIVER

PROJECT MANAGEMENT PROCESS

Our expert team is here to manage every aspect of your installation. You will have a dedicated, on-site project manager who will oversee a trusted team to ensure your project is on time, in budget, and completed to your satisfaction.

PRE-INSTALLATION

- **Gather documentation:** Review comprehensive installation toolkit from design team
  - Specifications
  - Installation drawings
  - Call outs for approved layout, products, and finishes
  - Room by room
- **Walk through** 4-6 weeks in advance to plan all logistics and evaluate site readiness, offloading & staging logistics. Includes: Installer, Field Project Manager, Sales Team, Construction Superintendent, and School Representative

INSTALLATION

- **Weekly project meetings** to track timing, tasks, and ensure scheduled deliveries are on time.
- **Daily communication** providing punch list report, completion status, any last-minute shipping delays
- **Punch list walk through** when the installation is almost complete. Punch-list resolution plan is put in place

POST-INSTALLATION

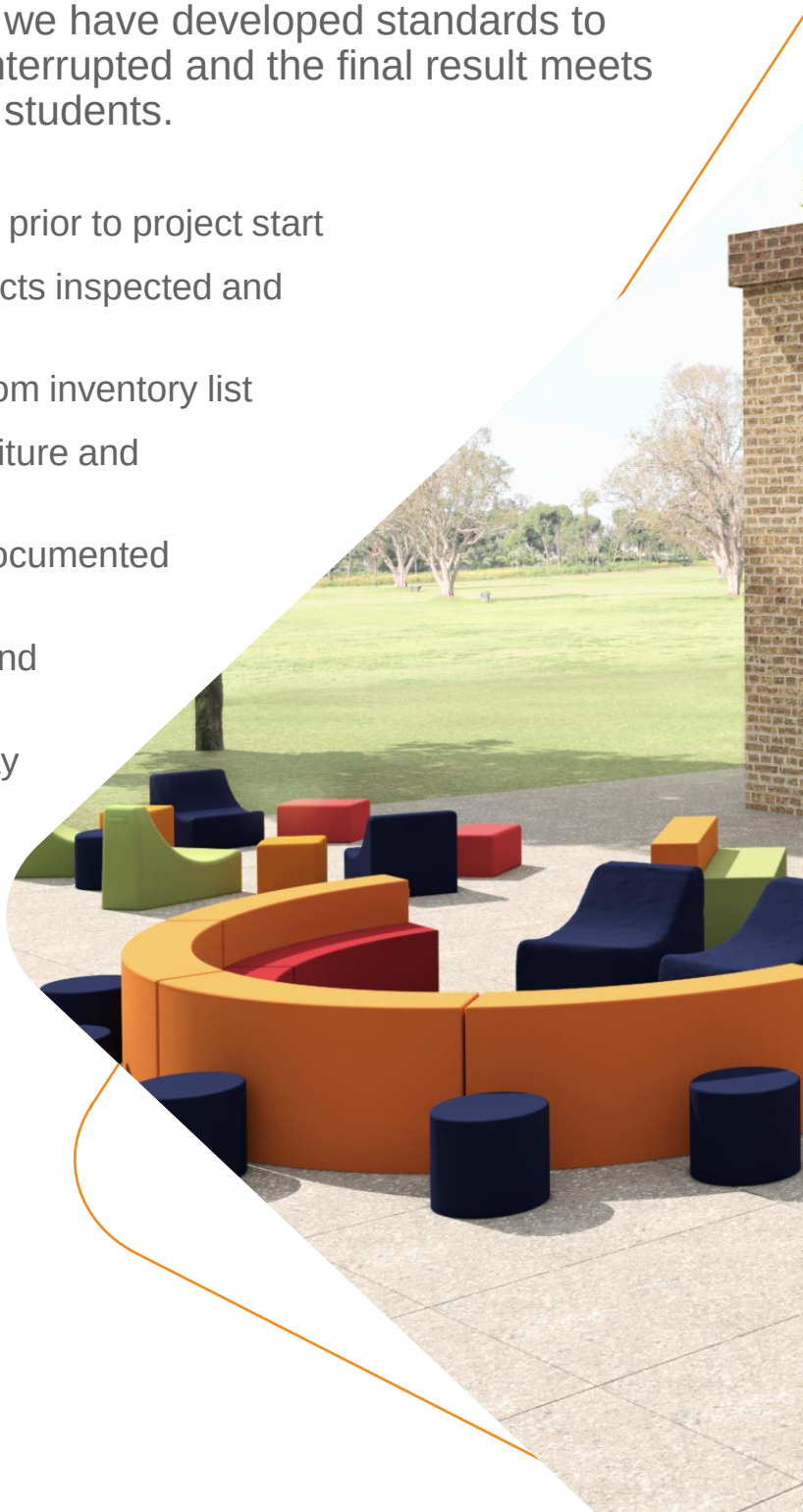
- **Final walk-through** with Installer, Field Project Manager, and School Representative
- **Punch list resolutions** managed by your personal representative
- **Monthly touch base through year 1.** Your representative will walk the site to determine any warranty issues and evaluate the furniture.

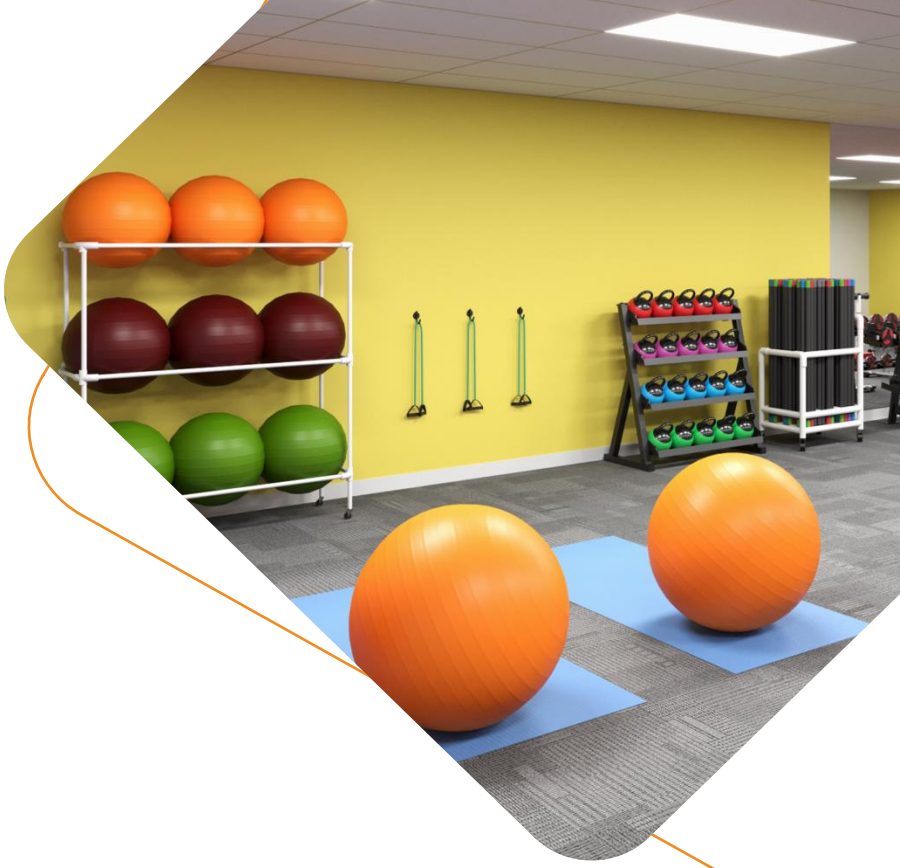
DELIVER

STRICT STANDARDS TO ENSURE YOUR SATISFACTION

At School Specialty, working with schools is all we do. Over hundreds of successful projects, we have developed standards to ensure the school day is never interrupted and the final result meets the needs of you, your staff, and students.

- **Floor, wall, & elevator protection** prior to project start
- **Unloading & receiving** with products inspected and issues documented with photos
- **Set in place**, following room-by-room inventory list
- **Assembly & inspection** of all furniture and equipment so it is ready to use
- **Punch list items identified** and documented daily to Project Manager
- **Punch list reviewed** with school and signed before crew's departure
- **Site cleaned** at the end of each day
- **Daily trash removal**
- **Product staged** in an approved area





DELIVER

ROBUST SUPPORT RESOURCES

As a large, national company, School Specialty is able to offer robust resources and services. Along with your dedicated project manager and local team, we support you with:

- **Trusted installer network** of approved, local partners
- **Custom software system** to manage and track projects, providing timely and accurate information
- **Network of transportation providers** to ensure deliveries are well cared for and arrive on-time
- **Dedicated customer support teams** to assist you at any time
- **Dedicated accounting department** for accounts payable and receivable support
- **EDI capabilities** to streamline invoicing



DEVELOP



DEVELOP

It’s hard to stay current on ever evolving techniques and teaching styles. We support you with a variety of professional development courses taught by former educators, administrators, and researchers offering practical tips and inspiration to help you get the most out of your learning environments.

This phase is ready when you are – before or after installation, to inspire or train.

Our offerings continually evolve and expand as we stay on top of the latest learnings. Current half- and full-day courses include:

- Designing Innovative Learning Spaces
- Culture and Climate in the Student-Centered Classroom
- Incorporating Authentic Student Voice and Choice in the Classroom
- Building a Culture of Collaboration
- Instructional Strategies for Innovative Learning

Last Name	First Name	Territory
Barnkowsky	Kayla	AL
Staton	Brooke	AL
Anderson	Kristina	AZ
Lockwood	Cinda	AZ
McAlevy	Kimberly	AZ
Roy	Kelli	AZ
Kasper	Traci	CA
Beasley	Sita	CA
Carey	Rickaye	CA
Chiesa	Dan	CA
Contreras	Angelica	CA
Croley	Tom	CA
Dominguez	Dina	CA
Enns	Thomas	CA
Gibson	Chris	CA
Gonzalez	Victor	CA
Howell	Leslie	CA
Leng	Linda	CA
Levanduski	Lexi	CA
Matthiessen	Patricia	CA
Mueller	Kenneth (Kenny)	CA
Quincy	David	CA
Stump	Michael	CA
Tanner	Gary	CA
Vandeveer	Shelley	CA
Edison	Sarah	CO
Engles	Bennie	CO
Florian	Paula	CO
Quinlan	Shawn	CO
Schorer	Susan	CO
McGrath	Daniel	CT
Zanetti	Michael	CT
Baines	Mark	FL
Barnes	Steve	FL
Bortz	Benjamin	FL
Jancheson	Rich	FL
McCray	Kaerra	FL
Sanchez	Gleivys	FL
Tralka	Christopher	FL
Handwerk	Franklin	FL
Anderson	MarKecia	GA
Franciscus	Mark	GA
Weeks	Melanie	GA
Wood	Stephen	GA
Kokjohn	Courtney	IA
Resetich	Leanna	IA

Schiller	Mark	ID
Casey	Kevin	IL
Kuhlman	Sam	IL
Ricchetti	Carrie	IL
Roberts	Tondalaya	IL
Wehrheim	Amanda	IL
Williams	Wesley	IL
McBride	Jennifer	IN
Smith (Wheal	Heather	KS
Hudson	Todd	KY
Waller	Travis	KY
Short	Judy	LA
Verdigets	Nicholas	LA
Curtis	Jim	MA
Whitman	Michael	MA
Clark	Stephanie	MD
Kennington	Glenn	MD
Lawrence	Jeff	MD
Medairy	Stephanie	MD
Tamm	Kelsey	MD
Hurt	Charles	MI
Longcore	Tom	MI
Philips	Jill	MI
Turner	Kelli	MI
Kaye	Bob	MN
Molander	Katelyn	MN
Byers	Greg	MO
Crain	Ryan	MO
Herrenbruck	Adam	MO
Hoey	John	MO
Easton	Sean	NC
Smith	Leah	NC
Bogner	Lara	NJ
Fertig	Karen	NJ
Gross	David	NJ
Hoskins	Tom	NJ
Niemeyer	Donald	NJ
Rossi	Al	NJ
Robles	Alejandro	NM
Stephens	Patsy	NM
Gannon	Katherine	NV
Carpentieri	Joseph (Joe)	NY
Florio	Joseph	NY
Golding	Abbie	NY
Hill Jr.	Jeffrey	NY
Jarosz	Kristy	NY
Schnur	Eric	NY

Simmons	Adriane	NY
Andreasson	Carole	OH
Belsito	Matthew	OH
Bourne	Ken	OH
Dornbusch	Thomas	OH
Leach	Dale	OH
Humprey	Maggie	OK
Stouten	Erica	OK
Tilton	Joel	OR
Hillgrove	Bill	PA
Suchoza	Jacquelyne (Jackie)	PA
Andrien	Scott	PA
Berrier	Jacquelyne	PA
Kline	Jamie	PA
Verhagen	Selina	PA
Wooley	Leslie	PA
Bean	Bryan	SC
Crawford	Harold	SC
Hall	David	TN
Puckett	Alysia	TN
Aldrich	James	TX
Behrend	Don	TX
Brown	Pristen	TX
Bruce	Eriq	TX
Combest	Jareel	TX
Darbelnet	Lisa	TX
Darden	Whiney	TX
Duran	Jennifer(Nicole)	TX
Fisk	Patrick	TX
Ghelber	Brett	TX
Gilbert	Kimberly	TX
Jaski	Victoria	TX
Johnson	Valeri	TX
Maldonado	Rebecca	TX
Martinez	Silvia	TX
Martinez	Tatiana	TX
Plata	Ben	TX
Reed	Shelbi	TX
Roberts	Nicole	TX
Salinas	Patty	TX
Smith	Tracy	TX
Summers	Tanya	TX
Valladares	Ana	TX
Wilburn	Robin	TX
Williams	Kathleen	TX
Wong	Kevin	TX
Young	William	TX

Graham-Ferna	Gabi	TX
Giannopoulos	Patty	UT
Mendenhall	Jeanette	UT
Parson	Katrina	UT
Barbieri	Amanda	UT
Davis	Kristie	VA
Little	Patsy	VA
Olmstead	Brad	VA
Payne	Jordan	VA
Stewart	Barbara	VA
Thomas	Rosella	VA
Etherton	Lauren	WA
Hutchinson	Robert	WA
Sprott	Julie	WA
Weller	Brody	WA
Bartman	Mark	WI
Matsen	Kyle	WI
Prior	Mike	OK

Last	First	Territories
Bond	Ronald	MA ME NH
Chasse	Lisa	New Jersey
Cunningham	Tucker	CT East NY Long Island NYC RI VT
Davenport	Kaitlyn	AL GA LA MS
Johnson	Donaven	MI - Greater MI
Kurtzman	Alex	MI - Detroit East West
Merkes	Sheila	NM
Oberman	Eric	DC DE KY MD SC VA WV
Schiotis	Nicholas	West NY PA
Wilson	Morgan	FL NC
Dickman	Gina	AK WA MT OR
Dimech	Ryan	MO TN
Gilbert	Jordan	TX OK
Golding	Sam	AZ HI ID CO
Hesser	Jacqueline	ND SD MN
Kaczorowski	Courtney	IN AR
Kane	Angie	IL
Keddle	Richard	TX NM UT
Riddle	John	CA MV
Schoaff	Baylynn	WI
Simenson	Tesa	IA ND
Splattstoesser	Isac	NE WY SD
Ramirez	Christopher	FL GA
Thompson	Keegan	NY NJ
Blocker	Brandi	OH
Bond	Ronald	WI
Chasse	Lisa	NH
Cunningham	Tucker	IL
Davenport	Kaitlyn	GA
Dickman	Gina	CA
Dimech	Ryan	WI
Flores	Faith	IL

Foley	Matt	NH
Gilbert	Jordan	TX
Golding	Sam	NY
Hesser	Jacqueline	FL
Johnson	Donaven	MI
Kaczorowski	Courtney	WI
Kane	Angie	WI
Keberlein	Mary	WI
Keddle	Richard	MI
Kurtzman	Alex	OH
Lewis	Matt	WI
Merkes	Sheila	WI
Miskewitch	Desiree	IL
Nemeckek	Beth	IL
Oberman	Eric	NJ
Ramirez	Christopher	IL
Riddle	John	IL
Rivers Jr	Mizell	AR
Schoaff	Baylynn	WI
Severino	Rose	IL
Simenson	Tesa	WI
Splattstoesser	Isac	NE
Thompson	Keegan	IL
Wilson	Morgan	KY

MARYLAND DEPARTMENT OF TRANSPORTATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary

September 30, 2021

Thuy Carlton
Carlton & Son Contractors, LLC
8816 Liberty Road
Randallstown, MD 21133

Dear Thuy Carlton:

CERTIFICATION NO. 21-554

The Maryland Department of Transportation's (MDOT) Office of Minority Business Enterprise (OMBE) is pleased to notify you that pursuant to the Minority Business Enterprise (MBE) Program, the Disadvantaged Business Enterprise (DBE) Program, the Small Business Enterprise (SBE) Program and/or the Airport Concessions Disadvantaged Business Enterprise Program (ACDBE), it has been determined that your firm meets the eligibility standards and is certified in the following capacity:

NAICS Code - NAICS Industry Title

NAICS 238390 - DBE/MBE/SBE: OTHER BUILDING FINISHING CONTRACTORS (SPECIFICALLY: MODULAR FURNITURE SYSTEM ATTACHMENT AND INSTALLATION; OFFICE FURNITURE, MODULAR SYSTEM, INSTALLATION; METAL PANEL INSTALLATION; METAL PARTITION INSTILLATION; PARTITION, MOVABLE AND/OR DEMOUNTABLE, INSTALLATION; AND TRADE SHOW EXHIBIT INSTALLATION AND DISMANTLING CONTRACTORS)
NAICS 238990 - DBE/MBE/SBE: ALL OTHER SPECIALTY TRADE CONTRACTORS (SPECIFICALLY: CLEANING BUILDING INTERIORS DURING AND IMMEDIATELY AFTER CONSTRUCTION)
NAICS 492110 - DBE/MBE/SBE: COURIERS AND EXPRESS DELIVERY SERVICES
NAICS 492210 - DBE/MBE/SBE: LOCAL MESSENGERS AND LOCAL DELIVERY
NAICS 531312 - DBE/MBE/SBE: NONRESIDENTIAL PROPERTY MANAGERS
NAICS 541611 - DBE/MBE/SBE: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

Only certified firms are eligible to fulfill minority participation goals on contracts issued by the State of Maryland.

As of the date of this letter, your firm is listed in MDOT's online Directory of Certified Firms. The Directory is maintained in real time and serves as the ***official*** source of your firm's certification status. It is used by prime contractors and consultants seeking participation from minority/disadvantaged subcontractors.

It is important that you check your Directory listing and contact the OMBE at 410-865-1269 regarding corrections or changes. **You must inform OMBE of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change.** View your listing at http://mbe.mdot.maryland.gov/directory/.

THIS CERTIFIES THAT

Configuration Chicago Inc.

NMSDC
National Minority Supplier Development Council

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

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

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

11/15/2023		CH01973
Issued Date		**Certificate Number**
07/31/2024	**Ying McGuire** **NMSDC CEO and President**	Debra Jennings-Johnson
Expiration Date		**Debra Jennings-Johnson 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.®

Minority Business Enterprise (MBE)
Duron Building Specialties, LLC

Duron Building Specialties, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238220: BATHROOM PLUMBING FIXTURE AND SANITARY WARE INSTALLATION
NAICS 238320: ELECTROSTATIC PAINTING, ON-SITE, CONTRACTORS
NAICS 322211: PARTITIONS, CORRUGATED AND SOLID FIBER, MADE FROM PURCHASED PAPER OR PAPERBOARD

This Certification commences July 6, 2023 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July 31, 2025
Issued Date: July 6, 2023
CERTIFICATION NO. HMMB05168N0725

Ronald C. Jordan, Jr

Certification Administrator

THIS CERTIFIES THAT

Environments Plus, Inc

dba EPI Corporate Solutions Inc

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238390; 238310; 541410; 541614; 484210; 493110; 238350

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

02/27/2024		SC43678
Issued Date		**Certificate Number**
04/01/2025	**Ying McGuire** **NMSDC CEO and President**	**Virginia Gomez, President**
Expiration Date		

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.®

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1200494192300**
Approval Date: **April 10, 2024**
Scheduled Expiration Date: **March 31, 2025**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS ENTERPRISE ALLIANCE (WBEA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

G & L INSTALLATIONS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **April 10, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into WBEA's program, you must immediately (within 30 days of such changes) notify WBEA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the WBEA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

1st YEAR PROVISIONAL CERTIFICATION

APPROVED

under the

Minority and Women Business Certification Program

This certificate acknowledges LAST MILE DISTRIBUTION LLC DBA:Intercept Logistics as a Provisionally Certified Women Business Enterprise (WBE) that has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for one year.

In order for the certification to remain in effect after the provisional one year period, the business must submit a recertification application. The recertification application must be submitted not more than 60 days prior to the anniversary of the provisional certification approval.

If the business fails to submit the recertification application, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.

Peter Lowicki
Deputy Director

Issued: 8/11/2023
Certification Number: A0358-44

Expiration: 8/11/2024
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1752215095600**
File/Vendor Number:	**491530**
Approval Date:	**4/26/2021**
Scheduled Expiration Date:	**4/26/2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

QUALIFIED SYSTEMS INSTALLATIONS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 4/30/2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

BEAUMONT
TEXAS

June 26, 2023

Mr. Cecil Narcisse Jr.
Turn Key Installations
9337 Katy Freeway #7131
Houston, TX 77024

Dear Mr. Narcisse,

I am pleased to inform you that your application for certification as a Minority Business Enterprise (MBE) for the City of Beaumont has been approved. Your business will be included in the City's MBE Directory.

Your certification is effective immediately and will be valid for a period of two years. Every two years you must submit a new application in order to renew your certification. Failure to renew every two years will result in your business being removed from the directory of certified MBEs. If at any time there is a change in ownership or control of the business, the business must submit a new application within thirty (30) days of the change. Violations of this policy may result in the revocation of the business' MBE certification with the City of Beaumont.

If you have any questions, please contact our Purchasing Division at 409-880-3720 or send an email to MBE.Beaumont@BeaumontTexas.gov

Sincerely,

Todd Simoneaux

Todd A. Simoneaux, CPA
Chief Financial Officer

TS:jj

FINANCE DEPT.
T 409.880.3789
F 409.880.3132
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

BEAUMONT

Finance

City of Beaumont, Texas

Certifies that

TURN KEY INSTALLATIONS

Meets all the criteria established by the City of Beaumont,
And thereby is duly registered as a Minority Business Enterprise,
To do business with the City of Beaumont and its agents as such.

This certification is valid until June 26, 2025.

Todd A. Simoneaux, CPA, Chief Financial Officer

June 26, 2023
Certification Date

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1752504631800**
Approval Date: **April 18, 2023**
Scheduled Expiration Date: **April 18, 2027**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

TX Office Installation Services, Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **April 18, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Frei t arrier Name	arrier Ty e
A. Duie Pyle	LTL (Less Than Truck Load)
Dohrn Transfer	LTL (Less Than Truck Load)
XPO Logistics	LTL (Less Than Truck Load)
Old Dominion Freight lines	LTL (Less Than Truck Load)
Averitt Express	LTL (Less Than Truck Load)
ABF Freight	LTL (Less Than Truck Load)
Pitt Ohio	LTL (Less Than Truck Load)
FedEx Freight	LTL (Less Than Truck Load)
Summit Eleven	FTL (Full Truck Load)
Trinity Express	FTL (Full Truck Load)
Transportation One LLC	FTL (Full Truck Load)
Third	FTL (Full Truck Load)
Traffic Tech Inc.	FTL (Full Truck Load)
Priority Inc.	FTL (Full Truck Load)
OTR Transportation	FTL (Full Truck Load)
Molo Solutions	FTL (Full Truck Load)
Modelkite	FTL (Full Truck Load)
Mountain Movers Transportation and Logistics	FTL (Full Truck Load)
Bridge Logistics	FTL (Full Truck Load)
Becker Logistics	FTL (Full Truck Load)
Heniff	FTL (Full Truck Load)
Experior Global	FTL (Full Truck Load)
FedEX Ground	Parcel

N T LL T N M N	Mi ority	ed	erti i atio	erti yi e y	erti i atio No
G INSTALLATION	N				
INSTALL LLC	N				
GS COMMERCIAL CORP	N				
A AND L SCIENTIFIC CORP	N				
A AND M LABORATORY INSTALLATIONS LLC	N				
A WALECKA AND SON INC	N				
A- FIRST CLASS	N				
A FREEMAN NORTH AMERICAN INC	N				
A Z INSTALLATIONS INC	N				
AAA LANDSCAPE	N				
AARON BROS MOVING SYSTEM INC	N				
AARONS INC	N				
ABELS FINE FURNITURE MOVERS INC	N				
ABLE EQUIPMENT INSTALLERS	N				
ABS FACILITY SERVICES INC	N				
ACCESS AUDIO-VISUAL SYSTEMS INC	N				
ACCURATE CORPORATE SERVICES	N				
ACE WAREHOUSE AND LOGISTICS LLC	N				
ACTION MOVING SERVICES INC	N				
ADR ENVIRONMENTAL GROUP INC	N				
ADVANCE GROUP	N				
ADVANCE MANAGEMENT INC	N				
ADVANCE METRO MOVERS OF NEW YORK	N				
ADVANCE OFFICE INSTALLATIONS INC	N				
ADVANCED FILING SYSTEMS INC	N				
ADVANCED INSTALLMENTS LLC	N				
ADVANCED MOVING AND INSTALLATION TECHNOLOGIES	N				
ADVANCED MOVING AND SPECIALTY INSTALLATION	N				
ADVANCED OFFICE SYSTEMS	N				
ADVANCED RENOVATIONS AND DEVELOPMENT LLC	N				
ADVANTAGE MOVING AND STORAGE INC	N				
AFFORDABLE OFFICE INSTALLATION LLC	N				
AIC INC	N				
AIRS	N				
AJ LOGISTICS INC	N				
ALASKA LOGISTICS LLC	N				
ALEXANDERS MOBILITY SERVICES	N				
ALL ABOUT PROFESSIONAL INSTALLATIONS LLC	N				
ALL ABOUT SPORTS INC	N				
ALL AMERICAN RELOCATION INC	N				
ALL BOUT SPORTS LLC	N				
ALL POINTS OF TEXAS	N				
ALL POINTS OF TEXAS HOUSTON	N				
ALL SYSTEMS GO OFFICE FURNITURE SERVICES INC	N				
ALL SYSTEMS INSTALLATIONS	N				
ALL SYSTEMS INSTALLATIONS INC	N				
ALLAIN ASSEMBLIES LLC	N				
ALLAN SAULNIER LLC	N				
ALLIED ENVIRONMENTAL INC	N				
ALLIED SYSTEMS PRODUCTS	N				
ALLSPORT ATHLETIC ALLIANCE INC	N				

ALLSTAR DRAPERY AND WINDOW TREATMENT CO INC	N
ALLWEST TRANSPORTATION INC	N
AMAZING INSTALLATION AND DESIGN INC	N
AMERICAN CONTRACTORS OF BALTIMORE INC	N
AMERICAN FURNITURE INSTALLATION	N
AMERICAN FURNITURE INSTALLATION INC	N
AMERICAN FURNITURE RENTALS INC	N
AMERICAN INTERFILE AND LIBRARY SERVICES INC	N
AMERICAN INTERIOR SYSTEMS INC	N
AMERICAN LABOR SOLUTIONS	N
AMERICAN OFFICE SERVICES	N
AMERICAN SHIPPING AND PACKING INC	N
AMERICAN UNDERGROUND LLC	N
AMF	N
ANDACUFF LLC SUPER MOVERS	N
ANDCO DISTRIBUTION SERVICES CO	N
ANDERSON AUDIO VISUAL	N
ANSONBOROUGH LLC	N
ANYWHERE TRANSPORT INC	N
AOMCO OFFICE FURNITURE INSTALLATION INC	N
APEX FACILITY RESOURCES INC	N
ARBOREXPRESS LLC	N
ARIZONA SERVICE AND INSTALLATION	N
ARIZONA TILE CO	N
ARLINGTON FURNITURE CONTRACTOR	N
ASC AUTOMATED SYSTEMS CONSULTING INC	N
ASHLEY ENTERPRISES	N
ASSEMBLERS INC	N
ASSEMBLY LINE	N
ASSEMBLY SOLUTIONS	N
ASWEGAN NORMAN	N
ATAHLI LLC	N
ATHLETIC SPECIALTIES AND CONSTRUCTION INC	N
ATHLETICS PLUS INC	N
ATLAS LOGISTICS INC	N
ATLAS VAN LINES INC	N
AYER MOVING AND STORAGE CO	N
B AND B FURNITURE INSTALLATION	N
B AND B INSTALLATION	N
B AND D INSTALLATION	N
B AND M INC	N
B AND R INSTALLATION CO	N
B AND R INSTALLATIONS INC	N
BAKER OFFICE PRODUCTS LTD	N
BALANCED INPUT	N
BALCAZAR INSTALL SERVICES INC	N
BARRETT MOVING AND STORAGE	N
BARTS OFFICE INC	N
BATTERDEN JAY	N
BAY AREA INSTALLATIONS INC	N
BAY AREA OFFICE INSTALLATIONS LLC	N
BEES KEYS COMPLETE SECURITY SERVICE	N

BEKINS MOVING AND STORAGE CO	N
BEKINS MOVING SOLUTIONS INC	N
BEKINS NORTHWEST	N
BELLINGER TIM	N
BELTMANN GROUP INC	N
BELTMANN INTEGRATED LOGISTICS	N
BENTCO OFFICE SOLUTIONS	N
BENTLEYS INSTALLATIONS INC	N
BESTER BROTHERS TRANSFER AND STORAGE CO INC	N
BEYOND MOVES AND INSTALLATIONS LLC	N
BICKFORD JAMES	N
BIG D FLOOR COVERING	N
BIG NOVA	N
BILLUPS GROUP LLC	N
BINFORD GROUP OF INDIANA INC	N
BJ CONSTRUCTION LLC	N
BLAKES INSTALLATION ASSEMBLY AND REPAIRS LLC	N
BLIND AMBITIONS INC	N
BLUE RIBBON RELOCATION LLC	N
BLUE SKY INSTALLATIONS	N
BOXCAR WHOLESALE DISTRIBUTOR	N
BPK SERVICES LLC	N
BRAD CONSTANT CONSTRUCTION	N
BRAD CONSTANT CONSTRUCTION INC	N
BRADLEY B POTTERY LLC	N
BRENT CONSTRUCTION AND RENOVATIONS LLC	N
BRIAN NIEMI CONSTRUCTION LLC	N
BROCADE SEWING STUDIO LLC	N
BROTHERS FIX IT INC	N
BROWN FACILITY AND MAINTENANCE INC	N
BROWNS INSTALLATION SERVICE INC	N
BROWNSWORTH INC	N
BUEHLER MOVING AND STORAGE	N
BUILDING SERVICES LLC	N
BUILDING SERVICES LLC	N
BUILDING SOLUTIONS	N
BUILT SUIT OFFICE	N
BULLDOG INSTALLATIONS	N
BULLDOG MOVERS INC	N
C AND A ENTERPRISES	N
C AND B INSTALLERS LLC	N
C AND M INNOVATIONS	N
C AND S FLOORING INC	N
C- IS INC	N
CALIFORNIA SPORTS AND EQUIPMENT	N
CALIFORNIAS FURNITURE INSTALLATION	N
CANTON OFFICE FURNITURE	N
CAPITAL FURNITURE INSTALLATION LLC	N
CAPITAL SERVICES AND SUPPLIES INC	N
CAPITOL NORTH AMERICAN	N
CAPITOL STORE FIXTURES	N
CARLSON INDUSTRIAL SUPPORT	N

		Minority Business Enterprise	Disadvantage	
CARLTON AND SON CONTRACTORS LLC	Y	Business Enterprise	Maryland Department of Transportation	-
CAROLINA COMMERCIAL CLEANING AND MAINTENANCE	N			
CAROLINA-N-STALLS LLC	N			
CARPET SPECIALISTS INC	N			
CARPETMART INC	N			
CAS FINANCIAL AND CONSTRUCTION SERVICES INC	N			
CASCADE INSTALL LLC	N			
CASCOAT ELECTROSTATIC INC	N			
CASH AND CO	N			
CATSKILL FENCE INSTALLATIONS INC	N			
CEI FLOORING COVERING	N			
CENTRAL CAL SPORT AND REC INC	N			
CENTRAL FLORIDA BUSINESS INSTALLATION LLC	N			
CENTRAL PHILADELPHIA LOCKSMITH	N			
CENTRAL STATES FLOOR COVERING	N			
CENTRAL TRANSPORTATION SYSTEMS	N			
CENTRAL VALLEY INSTALLATIONS	N			
CERTIFIED SALES AND SERVICE INC	N			
CFS INSTALLATION INC	N			
CHAMPION SAFE AND LOCK	N			
CHICAGOLAND OFFICE SOLUTIONS INC	N			
CHILDERS ELECTRIC	N			
CHIPMAN RELOCATIONS AND LOGISTICS	N			
CHOICE OFFICE INSTALLATIONS INC	N			
CJ BACON AND SONS	N			
CLAEYS BROTHERS MOVING AND STORAGE	N			
CLAYTON INSTALLATION RESOURCES	N			
CLEAR ADVANTAGE INC	N			
CLIFF WOODRUFF CONSTRUCTION	N			
CLIPPERSHIP LTD	N			
COAKLEY BROTHERS COMPANY	N			
CODY WITTROCK CONSTRUCTION LLC	N			
COGARS INSTALLATION	N			
COLEMAN AMERICAN MOVING SERVICES	N			
COLONIAL VAN AND STORAGE INC	N			
COMM SERV	N			
COMMERCIAL FLOORING CONCEPTS	N			
COMMERCIAL FLOORING CONCEPTS-	N			
COMMERCIAL FLOORING INSTALLERS INC	N			
COMMERCIAL FURNITURE INSTALL LLC	N			
COMMERCIAL FURNITURE INTERIORS LLC	N			
COMMERCIAL FURNITURE SERVICES LLC	N			
COMMERCIAL FURNITURE SPECIALISTS INC	N			
COMMERCIAL FURNITURE TRANSPORT INC	N			
COMMERCIAL RELOCATION SERVICES	N			
COMMERCIAL RESOURCE INSTALLATION INC	N			
COMMERCIAL WORKS INC	N			
COMMUNICATION INNOVATORS INC	N			
COMPASS FINISHING INC	N			
COMPASS INSTALLATION GROUP	N			
COMPLETE INSTALLATIONS	N			

COMPLETE OFFICE INSTALLATION LLC	N			
COMPLETE OFFICE SERVICES	N			
CONCEPTS FURNITURE REPAIR	N			
CONFIGURATION CHICAGO INC	Y	Minority Business Enterprise	National Minority Supplier Development Council	CH
CONFIGURATION INC	N			
CONNOR SPORT COURT INTL INC	N			
CONTEMPORARY INTERIORS INC	N			
CONTINENTAL VAN LINES INC	N			
CONTRACT FURNITURE SERVICES INC	N			
CONTRACT INSTALLATIONS	N			
CONVERGINT TECHNOLOGIES LLC	N			
COORDINATED PROJECT INSTALLATION INC	N			
CORBETT INC	N			
CORE GROUP LTD OF ILLINOIS	N			
COROVAN MOVING AND STORAGE	N			
CORPORATE DESIGNS AND INSTALLATIONS	N			
CORPORATE FACILITY SERVICES LLC	N			
CORPORATE INSTALLATION CO	N			
CORRIGAN MOVING SYSTEMS	N			
CORT BUSINESS SERVICES CORP	N			
COTTAGE CABINETS	N			
CPM TRANSPORT	N			
CRAFT AND TRADE INC	N			
CREATIVE OFFICE INC	N			
CREATIVE OFFICE SOLUTIONS INC	N			
CROWN RELOCATIONS	N			
CROWN WORLDWIDE MOVING AND STORAGE	N			
CROWNING TOUCH INSTALLATIONS INC	N			
CUBICLE SOLUTIONS INC	N			
CURLS SERVICE CO LLC	N			
CUSTOM FLOOR COVERING	N			
CUSTOM INSTALLATION SPECIALIST	N			
CUSTOM OFFICE INSTALLATION LLC	N			
CUSTOMIZED LOGISTICS	N			
CUSTOMIZED LOGISTICS INC	N			
D BRYAN RICE	N			
D SPECIALTIES LLC	N			
DALLAS MOVING AND STORAGE INC	N			
DANIELS AND SONS INSTALLERS LLC	N			
DANLLOH OFFICE INSTALLATIONS INC	N			
DARYL FLOOD RELOCATION INC	N			
DATA LINK CORP	N			
DAULT LEWIS FLOORING PARTNERSHIP	N			
DAVE BOBERG WOOD FLOORS	N			
DAVE FOLMER CONTRACTING	N			
DAVES CONTRACTING	N			
DAVID B KNOPF CONSTRUCTION LLC	N			
DAVIS RESIDENTIAL DESIGN INC	N			
DAVIS UNLIMITED FLOORING INC	N			
DBD LLC	N			
DC OFFICE SOLUTIONS	N			
DCC GLOBAL OFFICE LLC	N			

DECOURSEY ARTHUR	N				
DELTA BUILDING MAINTENANCE	N				
DELUXE DELIVERY SYSTEMS INC	N				
DENALI CONSTRUCTION AND ENGINEER	N				
DENNYS INSTALLATION	N				
DESIGN BUILT LLC	N				
DESIGNER INSTALLATION SERVICES INC	N				
DESIGNERS CLEARANCE CENTER INC	N				
DETAIL OFFICE CONTRACTORS	N				
DETAIL OFFICE CONTRACTORS INC	N				
DEVRIES MOVING PACKING STORAGE	N				
DF GRAY INC	N				
DIAMOND RELOCATION	N				
DIAMOND STATE FLOORING AND FURNITURE	N				
DIAMOND TRANSPORTATION GROUP INC	N				
DISPLAY GOODS AND PROMOTIONS	N				
DIVERSIFIED WAREHOUSE INC	N				
DIVISION INSTALLATION	N				
DIVISIONTEN LLC	N				
DM TRANSPORTATION MANAGEMENT SERVICES	N				
DOBBERTIN CONSTRUCTION	N				
DON COX AND ASSOCIATES	N				
DONNELLY INSTALLATION SERVICES INC	N				
DONS CARPET SERVICE	N				
DONS CARPETS AND FLOORING	N				
DOZYS SIGNS AND NEON LLC	N				
DREY CONSTRUCTION INC	N				
DT ENTERPRISES	N				
DT ENTERPRISES AND SONS INC	N				
DUBOIS TEMPS	N				
DURON BUILDING SPECIALTIES	Y	Minority Business Enterprise	North Central Texas Regional Certification Agency	HMMB	N
DUSK-N-DAWN					
DUTCH FORK CONSTRUCTION LLC					
DWIGHTS CONSTRUCTION					
EAGLE ENTERPRISES					
EARLE W NOYES AND SONS					
EAST COAST FURNITURE SERVICES					
EAST COAST OFFICE FURNITURE SERVICES INC					
EASTERN SOLAR GLASS					
EBRYIT INC					
ECDC INC					
ECONO MOVERS INC					
EDC MOVING SYSTEMS					
EDM OFFICE SERVICES INC					
EDUCATIONAL FURNITURE					
EE WARD MOVING AND STORAGE CO LLC					
EHRLICHS FLOOR COVERING					
EL CUBES INC					
ELITE BUILDING GROUP					
ELITE FURNITURE INTERIORS INC					
ELITE INSTALL SERVICES LLC					
ELITE OFFICE INSTALLATION LLC					

ELITE OFFICE INSTALLATIONS LLC				
ELITE STRATEGY AND INSTALLATION LLC				
EMC INSTALLATIONS				
ENRIGHT CONSTRUCTION LLC				
ENTERPRISE PAINTING AND DECORATING				
ENVIRONMENTS PLUS	Y	Minority Business Enterprise	National Minority Supplier Development Council	SC
EQUIPMENT INSTALLERS INC				
ERC OFFICE INSTALLATIONS				
ERK FLOORING LLC				
ERSO INC				
EVERBASE SOLUTIONS LLC				
EVERGREEN BLEACHERS INC				
EXCEL SERVICES				
EXPERT OFFICE LLC				
EXPRESS MOVING AND TRUCKING LLC				
EXPRESS MOVING AND TRUCKING SERVICE LLC				
F AND N SERVICES				
FACILICON INC				
FACILITIES CO				
FACILITY INTERIORS INC				
FERGUSON MOVING STR				
FINAL ASSEMBLY				
FINE FINISHES				
FIRESTOP TECHNOLOGIES INC				
FIRST CLASS FLOORING				
FISHER INSTALLATIONS LLC				
FLINT OFFICE FURNITURE				
FLOOD BROTHERS INC				
FLOOD KATHERINE				
FLOOR SEAL TECHNOLOGY				
FLOOR TO CEILING CARPET ONE				
FLOORING INNOVATIONS LLC				
FLOORS EXPRESS				
FLOORS UNLIMITED				
FLR SANDERS INC				
FLYING LOCKSMITHS CHICAGO				
FLYING LOCKSMITHS CINCINNATI LOUISVILLE				
FLYING LOCKSMITHS DETROIT NORTH				
FLYING LOCKSMITHS KANSAS CITY				
FLYING LOCKSMITHS MINNEAPOLIS				
FLYING LOCKSMITHS OF AUSTIN				
FLYING LOCKSMITHS OF CENTRAL PA				
FLYING LOCKSMITHS OF NEW ORLEANS				
FLYING LOCKSMITHS PALM BEACH				
FLYING LOCKSMITHS SPRINGFIELD HARTFORD				
FORBES DISTRIBUTION AND WAREHOUSING INC				
FORBES JOHN				
FORQUER JON				
FORT LAUDERDALE EXPRESS				
FOSHEIM FLOORING INSTALL				
FOURWAY WAREHOUSE AND DISTRIBUTION INC				
FRESNO ROTO ROOTER				

FRISBEE MOVING AND STORAGE CO				
FRONTIER INSTALLATION				
FUNCTIONAL FLOORS				
FURNITURE INSTALLATION SOLUTIONS				
FURNITURE INSTALLATIONS INC				
FURNITURE INSTALLERS INC				
FURNITURE MEDIC				
FURNITURE REUSE SOLUTIONS INC				
FURNITURE SERVICES CORP				
FURNITURE SERVICES UNLIMITED INC				
G AND E INSTALLATION				
G AND L INSTALLATIONS INC	Y	Women s Business Enterprise	Women s Business Enterprise Alliance Comptroller of Public Accounts	Texas
GARCIA FRANCISCO				
GARRATY ROBERT				
GARRETTS MOVING AND STORAGE INC				
GARY MEEKS INSTALLATIONS				
GASPERSON MOVING AND STORAGE				
GDY INSTALLATIONS INC				
GELLER CARPET INC				
GENESIS INSTALLATIONS INC				
GENESIS OFFICE INSTALLATION SERVICES				
GF INSTALLATIONS				
GIANT FLOOR AND WALL COVERING CO INC				
GILCHRIST SEATING				
GIVEN AND GIVEN ENTERPRISES LLC				
GL STONE AND SON INC				
GNG LOGISTICS				
GOLDEN EXPRESS OF NEVADA LLC				
GOLDEN SERVICES				
GOLDEN STATE ACOUSTICAL INC				
GOMEZ FLOOR COVERING INC				
GOR CON CONSTRUCTION INC				
GOTO ERGONOMICS				
GRAEBEL MOVING AND STORAGE				
GRAEBEL SACRAMENTO MOVERS				
GRAND SLAM COMMERCIAL CLEANING LLC				
GREAT LAKES INSTALLATION INC				
GREATER SYRACUSE MOVING AND STORAGE				
GREEN LANE OF SOUTH JERSEY INC				
GREEN MILL GLOBAL LLC				
GREENE FACILITY SERVICES LLC				
GROOS CONSTRUCTION				
GUADIANA CONSTRUCTION SERVICES				
GULF OFFICE SYSTEMS				
GULF TRANSPORT AND STORAGE				
H AND H ENTERPRISES LOGISTICS INC				
HAHN ENTERPRISES INC				
HALEY DAVID D				
HANSEN JERRY				
HAROLD HARDWOOD FLOORING INC				
HARRIOTT CONTRACTING LLC				

HARRISON CARL
HART MOVING AND STORAGE INC
HAYS GROUP
HAZZARD MOVING AND STORAGE CO INC
HELPFUL HANDYMAN INSTALLATIONS
HELPFUL HANDYMAN INSTALLATIONS -
HIGH PERFORMANCE CABLING CORP
HIGH QUALITY INSTALL
HILLS INSTALLATION SERVICE
HOEKSTRA JOHN
HOLZMAN AUCTIONEER SERVICES
HONEST INSTALL
HORIZON CONCEPTS INC
HOT SHOT FINAL MILE LLC
HOUSTON INSTALLATION SERVICES INC
HOUSTON MODULAR INSTALLATION INC
HOWE FURNITURE
HRSE SERVICES LLC
H-S INDUSTRIAL EQUIPMENT
HUFFMAN INSTALLATION SERVICES
HUG CONDON MOVING AND STORAGE CO INC
HUTTON CORP
HWM OFFICE ENVIRONMENTS INC
IMA DANIEL BRENNAN
IMAGE FLOORING LLC
IMAGE FURNITURE SERVICES INC
IMLACH AND COLLINS BROTHERS LLC
IMS RELOCATION
INDEPENDENT FLOOR TESTING AND INSPECTION INC
INNERSPAICE ARCHITECTURAL INTERIORS
INNOVATION COMMERCIAL FLOORING
INNOVATIVE INSTALLATION SOLUTIONS LLC
INNOVATIVE INSTALLATIONS LLC
INNOVATIVE MOVING SYSTEMS
INSTALLATION CONCEPTS INC
INSTALLATION PLUS INC
INSTALLATION PROS
INSTALLATION SERVICE OF AMERICA
INSTALLATION SPECIALIST
INSTALLATION SPECIALIST LLC
INSTALLATION SPECIALISTS INC
INSTALLATION XPERTS LLC
INSTALLEX SYSTEMS INC
INSTALLNET
INSTALLNET INTL LLC
INSTALLRITE SYSTEMS
INSTALLZ OF MONTANA LLC
INSTALLZ OF MONTANA LLC
INSTALTECH
INSTITUTION RECYCLING NETWORK INC
INTEGRATED GROUP LLC
INTEGRATED TECHNOLOGIES GROUP

INTEGRITY INSTALLATIONS INC						
INTERCEPT LOGISTICS INC	Y	Women s Business Enterprise	State of New Jersey Dept. of Treasure Division of Revenue	Enterprise Services	A	-
INTERIOR GROUP INC						
INTERIOR INSTALLATION INTER INC						
INTERIOR MANAGEMENT GROUP INC						
INTERIOR OFFICE SERVICES						
INTERIOR SOLUTIONS						
INTIVITY INC						
INVESTMENTS UNLIMITED INC						
INVINCIBLE METAL FURNITURE						
IRONMAN INSTALLATION						
IRWIN INSTALLATION SOURCE						
ISPACE ENVIRONMENTS						
J AND H PANEL INSTALLATION INC						
J AND H SERVICES INC						
J AND P INSTALLATION INC						
J D INSTALLATION SERVICES						
JAMESTOWN INDUSTRIES INC						
JARKA ENTERPRISES INC						
JASON BLASIUS CONSTRUCTION						
JCS INSTALL						
JDF DISTRIBUTION SOLUTIONS						
JDP SERVICES						
JEM INSTALLATIONS						
JENNYS SEATING AND INSTALLATION CO						
JER ASSOCIATES INC						
JEZ ENTERPRISES INC						
JF COOK CO INC						
JG SERVICES						
JH SERVICE AND INSTALLATION						
JLA FLOORS INC						
JOHNSON STORAGE AND MOVING CO LLC						
JOHNSONS ON SITE DRAPERY CLEANING AND MORE LLC						
JOHNSTONS CARTAGE AND WAREHOUSE INC						
JORDAN BUSINESS ENVIRONMENTS						
JOSHUAS LLC						
JTC CONTRACTING INC						
JTC INSTALLATIONS INC						
JV INSTALLATION SERVICES						
JV PRO INC						
K AND M LOGISTICS INC						
KANSAS WINDOW TINTING						
KAY AND SONS INC						
KAY AND SONS LLC						
KCS INSTALLATION INC						
KDI FACILITY SERVICES INC						
KEARNEY MOVING SERVICE						
KELLER-SELF COMMUNICATIONS						
KELLER-SELF COMMUNICATIONS						
KEVIN LARUE AND ASSOCIATES LP						
KIDD SOLUTIONS INC						

KIDSAFE LLC
KIEFT EXTERIORS
KILN DOCTOR
KING KHAN DRILLING AND CONSTRUCTION INC
KINNEY OFFICE INSTALLATIONS
KJEN SERVICES LLC
KJS APPLIANCE INSTALLATION
KL SPECIALTIES
KL SPECIALTIES LLC
KNITTEL TERRY
KNUCKLES FLOORING INC
KORSLUND CONTRACTING
KRISS TRUCKING INC
KSM CONSTRUCTION SERVICES INC
KYKO SPECIALTIES INC
L AND A LABORATORY INSTALLATIONS
L AND J LOCKER LLC
L AND L INSTALLATIONS OF NC INC
L AND M OFFICE FURNITURE INC
L AND M OFFICE FURNITURE LLC
LABOR READY NORTHEAST INC
LABOUR READY
LAKEVIEW SHADE AND SCREEN LLC
LANGE MOVING SYSTEMS INC
LATTAS
LAYMAN GREG
LDA SECURITY LLC
LEEWAY CONTRACTORS INC
LEGENDARY LOGISTICS INC
LEITRIM INSTALLATIONS INC
LEVEL ONE LLC
LEWALLENS
LIBRARY WORKS INC
LILE INTL COMPANIES
LITE CONSTRUCTION INC
LITE THE NITE TECHNOLOGIES
LOC SCIENTIFIC
LOCKERS BLEACHERS CABINETS LLC
LOGIK INC
LONDON ROAD RENTAL CENTER INC
LOUCK GENERAL CONTRACTING
LOVGREN AND ASSOCIATES
LOW AND LOW TRANSPORT AND DELIVERY INC
LR KALUPA CO
LYLE HERB
LYNCH CONSTRUCTION LLC
LYNDEN AIR FREIGHT
M AND MS COMMERCIAL FLOORING INC
MACADAM SERVICES LLC
MAD RIVER CONSTRUCTION LLC
MAK ASSOCIATES INC
MARCHETTY MACHINERY II

MARK TOBEY ELECTRIC
MASSCOM INSTALL TECH INC
MAVERICK INSTALLATIONS INC
MBW OFFICE INSTALLATION INC
MCCOLLISTERS
MCCOLLISTERS TRANSPORTATION GROUP INC
MCCORMICK INSTALLATIONS
MCINTYRE GROUP OFFICE SERVICES INC
MCS PAINTING AND DECORATING
MD STRUCTURES INC
MDT PERSONNEL LLC
MELVIN SCHROEDER
MESA INSTALLATION
MESA MOVING AND STORAGE
METRO INSTALLATION SERVICES INC
METRO LOCK SERVICE INC
METRO TENNESSEE INSTALLERS
MICHAEL MILLER INSTALLATIONS
MICHIGAN BASIN EXPLORATION LLC
MID OHIO MECHANICAL SERVICES LLC
MIDCON BUSINESS SERVICES LLC
MIDWEST ASSEMBLY AND INSTALLATION LLC
MIDWEST OFFICE INSTALLATIONS LLC
MIDWEST PRECISION
MILES CONSTRUCTION
MILLER AND MILLER TEPAC INC
MILLER INSTALLATIONS
MILLERS INSTALLATIONS LLC
MISSION BELL MFG CO INC
MJD MOVING INC
MO INSTALL INC
MOD SQUAD LLC
MODLOGICS
MODULAR CONCEPTS
MODULAR INSTALLATION SERVICES INC
MODULAR INTERIORS INC
MODULAR SYSTEMS INC
MONARCH RENOVATIONS INC
MONDRAGON SANDRA
MONROE DESIGN
MONTANA OFFICE SOLUTIONS INC
MORENO AND SONS INC
MOUNTAIN MOVING AND STORAGE
MOUNTAIN WEST MOVING AND STORAGE
MOUNTAINVIEW LTD
MOVE SOLUTIONS LTD
MOVE SOLUTIONS LTD-
MOVING SOLUTIONS INC
MOX-E CREATIVE INC
MP SPORTS GROUP INC
MR INSTALLATION LLC
MT EVEREST MOVING CO INC

MTGS ENTERPRISES LLC
MULDERS RED CARPET MOVING
MULDERS RED CARPET MOVING AND STORAGE
MULLARKYS INC DBA LATTAS
MURILLO FLOOR COVERINGS
MURPHY CONSTRUCTION SERVICES LLC
MURPHYS TRANSPORTING SERVICES LLC
MY OFFICE INC
N CALIFORNIA INSTALLATION SERVICES
N JERSEY INTERIORS LLC
NATIONAL ERECTION SERVICES
NATIONAL WORKPLACE SERVICES
NATIONWIDE INSTALLATION SERVICE LLC
NATIVE VILLAGE OF KWINHAGAK
NCS
NEBO EXPESS LLC
NEED IT NOW INSTALL
NEO CABINET INC
NEO CABINET LLC
NEW MEXICO SPECIALTIES
NEXIS MECHANICAL INC
NGUYEN ANH
NICKS WINDOW TINT AND AUTO DETAIL
NIX INSTALLATIONS
NO LIMITS INSTALLATION INC
NOR EASTER INSTALLATION INC
NOR-CAL MOVING SERVICES
NORTH AMERICAN FURNITURE TECHNICIANS INC
NORTHERN HILLS STORAGE MGT INC
NORTHWEST ARCHITECTURAL PRODUCTS INC
NORTHWEST INSTALLATION CONTRACTORS INC
NU RISE CONSTRUCTION
O AND W COMMUNICATIONS LLC
OAK GROVE CONSTRUCTION
OASIS GENERAL CONTRACTING INC
OASIS INC
ODC INSTALLATION SERVICES
OF INSTALLATIONS LLC
OFFICE EXPRESS INC
OFFICE FORMATIONS
OFFICE FURNISHINGS
OFFICE FURNITURE INTERIORS INC
OFFICE FURNITURE TRANSPORT INC
OFFICE INNOVATIONS
OFFICE INSIGHTS INC
OFFICE INSTALLATION CO
OFFICE INSTALLATION SERVICES AND DESIGN
OFFICE INSTALLATION SERVICES INC
OFFICE MOVE PRO
OFFICE MOVERS OF FLORIDA LLC
OFFICE PROFESSIONALS
OFFICE SOLUTIONS UNLIMITED INC

OFFICE SYSTEMS INSTALLATION LLC
OFFICE SYSTEMS INSTALLATION LLC-
OFFICE SYSTEMS INSTALLATIONS
OFFICE SYSTEMS INSTALLATIONS INC
OFFICE WORKS INC
OFFICEPRO USA LLC
OFFICEWISE FURNITURE AND SUPPLY
OFFSITE OFFICE EQUIPMENT STORAGE
OFR INC
OIC
OLYMPIA MOVING AND STORAGE
ONE SERVICE SOURCE INC
OPE NIEMEYER FLOORING
ORACLE BUILDING CONTRACTORS LLC
ORCA FURNITURE SERVICES LLC
ORTEGA FLOORING INC
OSFITTERS LLC
OTM FURNITURE INSTALLATIONS
OVERSEAS BROKERS INC
P AND J INSTALLATIONS
P AND M INSTALLATION SERVICE AND SALES
P AND M TREASURE COAST INSTALLATION INC
PACIFIC COAST AV INC
PACIFIC FURNITURE INSTALLATION
PACIFIC MOVERS INC
PACIFIC OFFICE SCAPE INC
PAIHR INSTALLATIONS INC
PALLOTTA INSTALLATIONS
PAMS OFFICE SOLUTIONS
PANEL SYSTEMS PLUS INC
PAOLI INC
PARTEE JOSHUA
PAUL DELANEY INSTALLATIONS
PAXTON VAN LINES DBA PAXTON CO OFFICE MOVING DIVISION
PB CONSTRUCTION
PCI FLORTECH INC
PCS PROFESSIONAL CONSTRUCTION SERVICES
PDPLAY
PDQ INSTALLATION CO LLC
PDQ INSTALLATIONS LLC
PENN MO FIRE BRICK INC
PEOPLEREADY INC
PERFORMANCE FLOORING ENTERPRISES INC
PERK PRODUCTS INC
PERSONAL TOUCH INSTALLATIONS INC
PETERSON QUALITY OFFICE INC
PHILLIPS JAMES R
PHOENIX RESTORATION AND CONSTRUCTION LTD
PICTURE PERFECT PLAYGROUNDS INC
PII INSTALLATIONS INC
PIONEER CONTRACT SERVICES INC
PIT CREW INSTALLATION

PLANES MOVING AND STORAGE INC			
PLAYCRAFT DIRECT INC			
PLAYGROUND SERVICES INC			
PLUMBING AND MECHANICAL CONTRACTORS GROUP			
POINT LOAD CONSTRUCTION			
PORTLAND POTTERY SUPPLY			
PRADERE OFFICE PRODUCTS			
PRECISION INDUSTRIAL SERVICES			
PRECISION INSTALLATION CO			
PRECISION INSTALLATION SERVICES			
PRECISION INSTALLATION SERVICES INC			
PRECISION INSTALLATION SERVICES INC			
PRECISION OFFICE INSTALLERS INC			
PRECISION ONE DELIVERY INSTALL			
PRECISION PLAYGROUNDS			
PREFERRED SOURCE INSTALLATIONS			
PREMIER BUSINESS SOLUTIONS INC			
PREMIER CABINETS			
PREMIER INSTALLATION			
PREMIER SYSTEMS SERVICES INC			
PREMIUM CARPET INSTALLATIONS			
PREMIUM SEAT SOLUTIONS INC			
PRESTIGE PAINTING AND DECORATING			
PRESTIGE TECHNICAL SERVICES LLC			
PRIDE SERVICES			
PRINCE FLOOR COVERING			
PRO AV INSTALLATIONS			
PRO FURNITURE INSTALLATION			
PRO FURNITURE INSTALLATION LLC			
PRO MX INC			
PROFESSIONAL BUSINESS INSTALLATIONS LLC			
PROFESSIONAL INSTALLERS INC			
PROFESSIONAL MODULAR INSTALLATIONS			
PROFESSIONAL MODULAR INSTALLATIONS LLC			
PROFESSIONAL OFFICE INSTALLATION SERVICES INC			
PROFORM GRAPHICS			
PROSOLUTIONS INC			
PS INSTALLATIONS INC			
PULIZ MOVING AND STORAGE			
PURE INSTALL SOLUTIONS			
Q S LLC			
QUALIFIED SYSTEMS INSTALLATIONS INC	Y	Historically Underutilized Business	Texas Comptroller of Public Accounts
QUALITY FURNITURE INSTALLATION INC			
QUALITY INSTALLATION SERVICES			
QUALITY INSTALLATIONS INC			
QUALITY INSTALLERS LLC			
QUALITY MOVING SERVICES			
QUALITY ONE SERVICES			
QUALITY SERVICES			
QUALITY SYSTEMS INSTALLATION			
QUINTANA FLOOR COVERING			
R AND H SYSTEMS INC			

R AND L OFFICE FURNITURE
R AND R LOCKER LLC
R INSTALL CO
RACKS UNLIMITED
RAE LOCK CO
RAINBOW MOVERS INC
RANKIM INSTALLATIONS LLC
RBP INC ROBERTS BROTHERS PAINT
RBT INSTALLATION LLC
RC PRECISION INSTALLATIONS INC
RCB SPECIALTIES INC
RD CONSTRUCTION
READY TRANSPORT LLC
REEDS INSTALLATIONS INC
RELIABLE OFFICE SOLUTIONS INC
RELIANT GROUP INC
RELOCATION MANAGEMENT WORLWIDE INC
RENTACRATE ENTERPRISES
RESTORATION STATION
RETAILONE INC
REVERED BUILDERS LLC
REX GROOS CONSTRUCTION
REX JANSONIUS
REXS INSTALLATIONS LLC
RICHARDSON AND ASSOCIATES
RIGHT ANGLE INSTALLATIONS INC
RIZZOKOZ DELIVERY AND ASSEMBLY SERVICE LLC
RJ CONSTRUCTION
RJ ENTERPRISES
RM INSTALLATIONS INC
ROADRUNNER MOVING AND STORAGE
ROBBIES ASSEMBLY SERVICE LLC
ROCKVILLE SYSTEMS AND SERVICES INC
ROCKY MOUNTAIN FIRE AND SECURITY LLC
RODNEY GEORGE CO
ROFFE SALES CO INC
ROGER SITTERLY AND SON INC
ROGERS FLOOR COVERING
ROMANOS CUSTOM INTERIORS INC
ROSE CITY MOVING AND STORAGE
ROSE MOVING AND STORAGE CO
ROTERTS FLOOR AND CLEANING SERVICES
ROYAL MOVING AND STORAGE OTTAWA INC
ROYAL MOVING INC
RTA PLAYGROUNDS
RUCKER CONSTRUCTION
S AND L INSTALLATIONS LLC
S AND M MOVING SYSTEMS
S AND S HOME INSPECTIONS LLC
SAFETY DOWN UNDER INC
SALOMON SANITATION
SANFORD CONTRACTING INC

SATTERFIELD JOHN
SCHLOSSER KEITH
SCHOOL CREATION AND INSTALLATION
SCHOOL INSTALLERS INC
SCHOOL INSTALLERS OF PA INC
SCHROEDER ANDY
SCHROEDER MELVIN
SCI FLOOR COVERING INC
SCIENTIFIC INSTALLATIONS
SELECT TECH INC
SENSIBLE FURNITURE SOLUTIONS LLC
SERENGETI ENTERPRISES INC
SERVICE CO
SERVPROS LLC
SGN ASSOCIATES
SHADING SOLUTIONS INC
SHADOW CONSTRUCTION INC
SHARP TEAM
SHOCAL SOLUTIONS LLC
SIGN CO OF TALLAHASSEE
SIGNATURE FURNITURE SERVICES LLC
SIGNORELLI OFFICE SERVICES
SINGLESOURCE INC
SKILLED INSTALLATION SERVICES LLC
SLS TRAINING SOLUTIONS INC
SLT DESIGN GROUP
SMART GUY SOLUTIONS LLC
SMITH DRAY LINE AND STORAGE CO INC
SMITH MOBLEY INC
SMOOTH MOVES LLC
SNG SERVICES
SNS INTERIOR INSTALLERS
SOLAR SHADE WINDOW TINTING
SOLUTIONS BY DESIGN
SOMERSET STUDIOS LLC
SONS OF THUNDER
SOUTH FLORIDA FURNITURE ASSEMBLY SERVICES
SOUTHEASTERN CUSTOM INSTALLATIONS
SOUTHERN COMMERCIAL MOVERS INC
SOUTHWEST INSTALLATION LLC
SOUTHWEST INSTALLATION SERVICES
SOUTHWEST INTERIORS INC
SPACESAVER SYSTEMS INC
SPARTAN INSTALLATION GROUP
SPARTAN INSTALLATIONS INC
SPECIALIZED INTERIOR SYSTEMS LLC
SPECIALTY BUILDING SERVICES
SPECIALTY INSTALLATION LLC
SPECIALTY LABOR SERVICES
SPIRIT MOVERS INC
SQUARE AND LEVEL CONST INC
SRK CONSTRUCTION CO

STARKE LINDSAY
STARLING CARPENTRY INC
STARLING SERVICES
STARLING SERVICES INC
STATEWIDE INSTALLATIONS INC
STATIONS
STEINER B MOORE CORP
STELZER MARK
STERLING CORP
STINSON WILLIAM L
STOKES ELECTRIC
STOL USA INC
STREBIG CONSTRUCTION INC
STUDENT MOVERS INC
STURGEON GLASS AND MIRROR
SUDDATH RELOCATION SYSTEMS OF HOUSTON INC
SUMMIT VIEW INSTALLATIONS LLC
SUMMIT WAREHOUSE AND LOGISTICS
SUNSTATE EQUIPMENT CO LLC
SUPERIOR CONTRACTING SERVICES INC
SUPERIOR INSTALLATION SERVICES
SUPERIOR INSTALLATIONS
SUPERIOR INSTALLATIONS NETWORK INC
SUPERIOR OFFICE INSTALLATION
SUPERIOR OFFICE SOLUTIONS
SUPERIOR SEATING INSTALLATION CO INC
SUPERIOR TILE AND STONE
SYSTEMATIC FACILITY SOLUTIONS LLC
SYSTEMS FURNITURE INSTALLATION LLC
SYSTEMS FURNITURE INSTALLATIONS LLC
SYSTEMS OFFICE SOLUTIONS
T AND I CARPET INC
T AND M SERVICES INC
T AND S INSTALLATIONS LLC
T B INSTALLATIONS INC
TAD INSTALLATIONS INC
TALTON JOHN
TANKERSLEY FRED
TAUNTON DENNIS
TECH MOVE LLC
TEJAS MAKE READY
TESKY JASON
TEXAS POTTERY SUPPLY AND CLAY CO
TEXAS PRECISION SERVICES LLC
TEXAS SYSTEMS SERVICES
THOMAS FLEMING CO INC
THORNTON INSTALLATION INC
THORSON FLOOR COVERING
TIDY SERVICES LLC
TIER LLC
TIMS REPAIR
TITAN SCHOOL SERVICES LLC

TJS MOBILE SERVICE			
TL CONTRACTING INC			
TL STEWART LLC			
TMC SERVICES INC			
TNT INSTALLERS			
TNT INSTALLERS INC			
TOPLINE SERVICES			
TREAD TECH			
TRI STATE FURNITURE INSTALLERS LLC			
TRIPLE T HOSPITALITY INSTALLATION			
TRISPECT INSTALLATION			
TRI-STATE CARPENTRY			
TROMBLEY CONSTRUCTION SERVICES			
TURNKEY INSTALLATIONS			
TURNER FINISHES INC			
TURNER FLOORING			
TURN KEY INSTALLATIONS	Y	Minority Business Enterprise	City of Beaumont TX
TWENTY FOUR CONTRACTING CORP			
TWO MEN AND A TRUCK			
TX OFFICE INSTALLATION SERVICES INC	Y	Minority Business Enterprise	North Central Texas Regional Certification Agency
ULTIMATE BACK STORE			
ULTIMATE BACK STORE-			
ULTIMATE CARPET INC			
UNION FLOORING SERVICES			
UNIQUE DELIVERIES LLC			
UNITED INSTALLATIONS GROUP LLC			
UNITED MAINTENANCE			
UNITED TEMPS INC			
UNIVERSAL FLOOR COVERING			
UNIVERSAL FLOORING INC			
UNIVERSAL FURNITURE INSTALLATIONS INC			
UNIVERSAL MOVING INC			
UNIVERSAL PLASTICS INC			
UZURI KID KIDZ LLC			
V K WINDOW FASHIONS			
VALLEY OFFICE INSTALLATIONS LLC			
VANZEL INC			
VEAL CONVENTION SERVICES INC			
VSI CONSTRUCTION INC			
W AND J INSTALLATION INC			
WAGNER MECHANICAL INC			
WAHLEN SPECIALTY INSTALLATION INC			
WALKERS CAPITAL GROUP OF COMPANIES LTD			
WAL-TEK INC			
WANN BROTHERS CONSTRUCTION LLP			
WANN CONSTRUCTION INC			
WANN CONSTRUCTION LP			
WAREHOUSE EQUIP AND LIQUIDATION			
WASTE MANAGEMENT OF MAINE			
WC INSTALLATIONS LLC			
WDI CO OF OREGON INC			
WEGMAN ASSOCIATES INC			

WELICZKO SCOTT
WELLINGTON FACILITY SERVICES
WELSH INSTALLATION INC
WERNER ENTERPRISES
WES WORKS LLC
WEST COAST SCHOOL SPECIALTIES
WEST EDGE SERVICES LLC
WEST TEXAS INSTALLATIONS
WHO BUILT CREATIVE BUILDERS
WILKE MACHINERY CO
WILLIAMS LARRY DON
WILLIAMSON CONTRACTING CO INC
WINDOW FILM DEPOT INC
WINDOW TINT SPECIALISTS
WOLVERINE RUBBER MULCH LLC
WOODCHUCKS TREE CO LLC
WOOD-CORR INC
WORKING OBJECT
WORLD CLASS OFFICE INSTALLERS INC
WYOMING INSTALL GROUP
WYZE SOLUTIONZ
XLR   SERVICES LLC
ZIETLOWS INSTALLERS

Describe how supplier differentiates itself from its competitors.

- School Specialty 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 sales representatives in specific areas field project managers that we are prepared to assign additional resources wherever necessary. We believe we are a strong partner to our customers.
- School Specialty offers its products and services through two operating groups: Learning Environments and Education Essentials and Accelerated Learning.
- 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®, Premier Agendas™, Classroom Select®, Sportime®, Abilitations®, School Smart®, and Projects by Design®, and Snoezelen®.
- The Accelerated Learning Group provides standards-based curriculum products, supplemental curriculum materials, instructional programs and student assessment tools. Its offerings are both comprehensive and targeted to address specific learning needs, drive improved student performance, engage learners and accelerate the learning process. A team of more than 60 product development associates create and work with an impressive stable of outside developers, authors, co-publishing strategic partners and consultants to develop educational products and solutions that satisfy curriculum standards and improve classroom teaching effectiveness.

Describe how supplier differentiates itself from its competitors.

- The Accelerated Learning Group's product lines primarily support the subject areas of science, reading and math intervention, planning and student development, and coordinated school health. Well-known product brands include Delta Education®, FOSS®, CPO Science™, Frey Scientific®, Educator's Publishing Service®, Academy of Reading®, Academy of Math®, Wordly Wise 3000®, Explode the Code®, ThinkMath™, Making Connections®, S.P.I.R.E.®, Coach Digital, and EPS® E.P.I.C.™.
- Their ability to provide these offerings across a broad range of educational categories and a suite of value-added professional services that helps save school administrators' time and money by aggregating school purchases, providing solutions for supply chain issues and back-to-school logistics, and offering construction management services.
- School Specialty has 158 field salespersons nationally, and 56 inside sales representatives who have their individual territories. To help support our sales team with quoting responsibilities, we have a team of 25 Quote Specialists who assist them with pricing and related requests.
- We have our own internal Marketing Department who work with various departments including our sales and internal teams to produce and publish professional marketing programs and materials.
- Our Program Management and Sales Operations teams are responsible for ensuring our sales and operations teams are fully trained on new and revised policies, processes, and procedures.
- School Specialty has a full-time staff of Merchandising Managers who are responsible for sourcing products and manufacturers. They also hold our manufacturing partners responsible for meeting an expecting our expectations by working with them on ensuring they product high quality items and timely shipment of our orders.
- No other competitor can offer as large of network of installation subcontract partners. School Specialty has 1,007 partners nationally.

Describe how supplier differentiates itself from its competitors.

- School Specialty has 18 Senior Interior Designers on staff who provide design services for our customers national. No other competitor has the number of designers on staff that can match the experience and qualifications of our Designers.
- Concierge Order Services – for customers' furniture purchase orders that are $12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- Delivery Services – All customers receive free, no charge inside delivery and lift gate services.

School Specialty Litigation Summary

Pending Litigation:

- Joanna M. Mankowski vs. School Specialty, Inc. et al. Madison County Third Judicial Circuit Court, Illinois, Case # 18L702, March 06, 2019. This claim is for wrongful death related to exposure to asbestos. The plaintiff has sued a broad category of defendants. School Specialty has responded to interrogatories but has not received a response to from plaintiff regarding how the alleged exposure occurred. This lawsuit is in the discovery stage, and the trial date has been postponed multiple times.

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.

School Specialty Concludes Financial Restructuring Process and Emerges From Chapter 11

GREENVILLE, Wis., June 11, 2013 (GLOBE NEWSWIRE) — School Specialty, Inc. announced today that it has completed its financial restructuring and has officially emerged from its Chapter 11 reorganization. In conjunction with its emergence, School Specialty has a new, fully committed $175 million asset based revolving credit facility led by Bank of America, N.A. and SunTrust Bank and a $145 million term loan facility led by Credit Suisse Securities (USA) LLC.

School Specialty, Inc. emerged from the Chapter 11 process today after meeting all closing conditions to the Company's Plan of Reorganization, which was confirmed by the Bankruptcy Court on May 23, 2013.

School Specialty's President and CEO Michael P. Lavelle, said, "We have successfully completed a major step in our corporate transformation by emerging with a sound capital structure, significantly less debt, and the financial flexibility to continue building our business to deliver better value for our customers. We thank our dedicated employees, suppliers and business partners who supported us throughout this process. We also want our customers to know how much we appreciate their business and the working relationship we have forged over the years. Our mission is to exceed customer expectations in service and quality and that is where our focus will be as we work with our business partners and customers in their preparations for the upcoming school season and for the long term."

Information concerning the restructuring is available at www.schoolspecialty.com. Claims and distributions information and the Plan and Disclosure Statement are available at www.kccllc.net/schoolspecialty or by calling (+1-877) 709-4758.

Statement Concerning Forward-Looking Information

Any statements made in this press release about future financial condition, results of operations, expectations, plans, or prospects, constitute forward-looking statements. Forward-looking statements also include those preceded or followed by the words "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "should," "plans," "targets" and/or similar expressions. These forward-looking statements are based on School Specialty's current estimates and assumptions and, as such, involve uncertainty and risk. Forward-looking statements are not guarantees of future performance, and actual results may differ materially from those contemplated by the forward-looking statements because of a number of factors, including the factors described in Item 1A of School Specialty's Annual Report on Form 10-K for the fiscal year ended April 28, 2012, which factors are incorporated herein by reference. Except to the extent required under the federal securities laws, School Specialty does not intend to update or revise the forward-looking statements.

About School Specialty, Inc.

School Specialty is a leading education company that provides innovative and proprietary products, programs and services to help educators engage and inspire students of all ages and abilities to learn. The company designs, develops, and provides preK-12 educators with the latest and very best curriculum, supplemental learning resources, and school supplies. Working in collaboration with educators, School Specialty reaches beyond the scope of textbooks to help teachers, guidance counselors and school administrators ensure that every student reaches his or her full potential. For more information about School Specialty, visit www.schoolspecialty.com.

N T LL T N M N	Mi ority	ed	erti i atio	erti yi e y	erti i atio No
G INSTALLATION	N				
INSTALL LLC	N				
GS COMMERCIAL CORP	N				
A AND L SCIENTIFIC CORP	N				
A AND M LABORATORY INSTALLATIONS LLC	N				
A WALECKA AND SON INC	N				
A- FIRST CLASS	N				
A FREEMAN NORTH AMERICAN INC	N				
A Z INSTALLATIONS INC	N				
AAA LANDSCAPE	N				
AARON BROS MOVING SYSTEM INC	N				
AARONS INC	N				
ABELS FINE FURNITURE MOVERS INC	N				
ABLE EQUIPMENT INSTALLERS	N				
ABS FACILITY SERVICES INC	N				
ACCESS AUDIO-VISUAL SYSTEMS INC	N				
ACCURATE CORPORATE SERVICES	N				
ACE WAREHOUSE AND LOGISTICS LLC	N				
ACTION MOVING SERVICES INC	N				
ADR ENVIRONMENTAL GROUP INC	N				
ADVANCE GROUP	N				
ADVANCE MANAGEMENT INC	N				
ADVANCE METRO MOVERS OF NEW YORK	N				
ADVANCE OFFICE INSTALLATIONS INC	N				
ADVANCED FILING SYSTEMS INC	N				
ADVANCED INSTALLMENTS LLC	N				
ADVANCED MOVING AND INSTALLATION TECHNOLOGIES	N				
ADVANCED MOVING AND SPECIALTY INSTALLATION	N				
ADVANCED OFFICE SYSTEMS	N				
ADVANCED RENOVATIONS AND DEVELOPMENT LLC	N				
ADVANTAGE MOVING AND STORAGE INC	N				
AFFORDABLE OFFICE INSTALLATION LLC	N				
AIC INC	N				
AIRS	N				
AJ LOGISTICS INC	N				
ALASKA LOGISTICS LLC	N				
ALEXANDERS MOBILITY SERVICES	N				
ALL ABOUT PROFESSIONAL INSTALLATIONS LLC	N				
ALL ABOUT SPORTS INC	N				
ALL AMERICAN RELOCATION INC	N				
ALL BOUT SPORTS LLC	N				
ALL POINTS OF TEXAS	N				
ALL POINTS OF TEXAS HOUSTON	N				
ALL SYSTEMS GO OFFICE FURNITURE SERVICES INC	N				
ALL SYSTEMS INSTALLATIONS	N				
ALL SYSTEMS INSTALLATIONS INC	N				
ALLAIN ASSEMBLIES LLC	N				
ALLAN SAULNIER LLC	N				
ALLIED ENVIRONMENTAL INC	N				
ALLIED SYSTEMS PRODUCTS	N				
ALLSPORT ATHLETIC ALLIANCE INC	N				

ALLSTAR DRAPERY AND WINDOW TREATMENT CO INC	N
ALLWEST TRANSPORTATION INC	N
AMAZING INSTALLATION AND DESIGN INC	N
AMERICAN CONTRACTORS OF BALTIMORE INC	N
AMERICAN FURNITURE INSTALLATION	N
AMERICAN FURNITURE INSTALLATION INC	N
AMERICAN FURNITURE RENTALS INC	N
AMERICAN INTERFILE AND LIBRARY SERVICES INC	N
AMERICAN INTERIOR SYSTEMS INC	N
AMERICAN LABOR SOLUTIONS	N
AMERICAN OFFICE SERVICES	N
AMERICAN SHIPPING AND PACKING INC	N
AMERICAN UNDERGROUND LLC	N
AMF	N
ANDACUFF LLC SUPER MOVERS	N
ANDCO DISTRIBUTION SERVICES CO	N
ANDERSON AUDIO VISUAL	N
ANSONBOROUGH LLC	N
ANYWHERE TRANSPORT INC	N
AOMCO OFFICE FURNITURE INSTALLATION INC	N
APEX FACILITY RESOURCES INC	N
ARBOREXPRESS LLC	N
ARIZONA SERVICE AND INSTALLATION	N
ARIZONA TILE CO	N
ARLINGTON FURNITURE CONTRACTOR	N
ASC AUTOMATED SYSTEMS CONSULTING INC	N
ASHLEY ENTERPRISES	N
ASSEMBLERS INC	N
ASSEMBLY LINE	N
ASSEMBLY SOLUTIONS	N
ASWEGAN NORMAN	N
ATAHLI LLC	N
ATHLETIC SPECIALTIES AND CONSTRUCTION INC	N
ATHLETICS PLUS INC	N
ATLAS LOGISTICS INC	N
ATLAS VAN LINES INC	N
AYER MOVING AND STORAGE CO	N
B AND B FURNITURE INSTALLATION	N
B AND B INSTALLATION	N
B AND D INSTALLATION	N
B AND M INC	N
B AND R INSTALLATION CO	N
B AND R INSTALLATIONS INC	N
BAKER OFFICE PRODUCTS LTD	N
BALANCED INPUT	N
BALCAZAR INSTALL SERVICES INC	N
BARRETT MOVING AND STORAGE	N
BARTS OFFICE INC	N
BATTERDEN JAY	N
BAY AREA INSTALLATIONS INC	N
BAY AREA OFFICE INSTALLATIONS LLC	N
BEES KEYS COMPLETE SECURITY SERVICE	N

BEKINS MOVING AND STORAGE CO	N
BEKINS MOVING SOLUTIONS INC	N
BEKINS NORTHWEST	N
BELLINGER TIM	N
BELTMANN GROUP INC	N
BELTMANN INTEGRATED LOGISTICS	N
BENTCO OFFICE SOLUTIONS	N
BENTLEYS INSTALLATIONS INC	N
BESTER BROTHERS TRANSFER AND STORAGE CO INC	N
BEYOND MOVES AND INSTALLATIONS LLC	N
BICKFORD JAMES	N
BIG D FLOOR COVERING	N
BIG NOVA	N
BILLUPS GROUP LLC	N
BINFORD GROUP OF INDIANA INC	N
BJ CONSTRUCTION LLC	N
BLAKES INSTALLATION ASSEMBLY AND REPAIRS LLC	N
BLIND AMBITIONS INC	N
BLUE RIBBON RELOCATION LLC	N
BLUE SKY INSTALLATIONS	N
BOXCAR WHOLESALE DISTRIBUTOR	N
BPK SERVICES LLC	N
BRAD CONSTANT CONSTRUCTION	N
BRAD CONSTANT CONSTRUCTION INC	N
BRADLEY B POTTERY LLC	N
BRENT CONSTRUCTION AND RENOVATIONS LLC	N
BRIAN NIEMI CONSTRUCTION LLC	N
BROCADE SEWING STUDIO LLC	N
BROTHERS FIX IT INC	N
BROWN FACILITY AND MAINTENANCE INC	N
BROWNS INSTALLATION SERVICE INC	N
BROWNSWORTH INC	N
BUEHLER MOVING AND STORAGE	N
BUILDING SERVICES LLC	N
BUILDING SERVICES LLC	N
BUILDING SOLUTIONS	N
BUILT SUIT OFFICE	N
BULLDOG INSTALLATIONS	N
BULLDOG MOVERS INC	N
C AND A ENTERPRISES	N
C AND B INSTALLERS LLC	N
C AND M INNOVATIONS	N
C AND S FLOORING INC	N
C- IS INC	N
CALIFORNIA SPORTS AND EQUIPMENT	N
CALIFORNIAS FURNITURE INSTALLATION	N
CANTON OFFICE FURNITURE	N
CAPITAL FURNITURE INSTALLATION LLC	N
CAPITAL SERVICES AND SUPPLIES INC	N
CAPITOL NORTH AMERICAN	N
CAPITOL STORE FIXTURES	N
CARLSON INDUSTRIAL SUPPORT	N

		Minority Business Enterprise	Disadvantage	
CARLTON AND SON CONTRACTORS LLC	Y	Business Enterprise	Maryland Department of Transportation	-
CAROLINA COMMERCIAL CLEANING AND MAINTENANCE	N			
CAROLINA-N-STALLS LLC	N			
CARPET SPECIALISTS INC	N			
CARPETMART INC	N			
CAS FINANCIAL AND CONSTRUCTION SERVICES INC	N			
CASCADE INSTALL LLC	N			
CASCOAT ELECTROSTATIC INC	N			
CASH AND CO	N			
CATSKILL FENCE INSTALLATIONS INC	N			
CEI FLOORING COVERING	N			
CENTRAL CAL SPORT AND REC INC	N			
CENTRAL FLORIDA BUSINESS INSTALLATION LLC	N			
CENTRAL PHILADELPHIA LOCKSMITH	N			
CENTRAL STATES FLOOR COVERING	N			
CENTRAL TRANSPORTATION SYSTEMS	N			
CENTRAL VALLEY INSTALLATIONS	N			
CERTIFIED SALES AND SERVICE INC	N			
CFS INSTALLATION INC	N			
CHAMPION SAFE AND LOCK	N			
CHICAGOLAND OFFICE SOLUTIONS INC	N			
CHILDERS ELECTRIC	N			
CHIPMAN RELOCATIONS AND LOGISTICS	N			
CHOICE OFFICE INSTALLATIONS INC	N			
CJ BACON AND SONS	N			
CLAEYS BROTHERS MOVING AND STORAGE	N			
CLAYTON INSTALLATION RESOURCES	N			
CLEAR ADVANTAGE INC	N			
CLIFF WOODRUFF CONSTRUCTION	N			
CLIPPERSHIP LTD	N			
COAKLEY BROTHERS COMPANY	N			
CODY WITTROCK CONSTRUCTION LLC	N			
COGARS INSTALLATION	N			
COLEMAN AMERICAN MOVING SERVICES	N			
COLONIAL VAN AND STORAGE INC	N			
COMM SERV	N			
COMMERCIAL FLOORING CONCEPTS	N			
COMMERCIAL FLOORING CONCEPTS-	N			
COMMERCIAL FLOORING INSTALLERS INC	N			
COMMERCIAL FURNITURE INSTALL LLC	N			
COMMERCIAL FURNITURE INTERIORS LLC	N			
COMMERCIAL FURNITURE SERVICES LLC	N			
COMMERCIAL FURNITURE SPECIALISTS INC	N			
COMMERCIAL FURNITURE TRANSPORT INC	N			
COMMERCIAL RELOCATION SERVICES	N			
COMMERCIAL RESOURCE INSTALLATION INC	N			
COMMERCIAL WORKS INC	N			
COMMUNICATION INNOVATORS INC	N			
COMPASS FINISHING INC	N			
COMPASS INSTALLATION GROUP	N			
COMPLETE INSTALLATIONS	N			

COMPLETE OFFICE INSTALLATION LLC	N			
COMPLETE OFFICE SERVICES	N			
CONCEPTS FURNITURE REPAIR	N			
CONFIGURATION CHICAGO INC	Y	Minority Business Enterprise	National Minority Supplier Development Council	CH
CONFIGURATION INC	N			
CONNOR SPORT COURT INTL INC	N			
CONTEMPORARY INTERIORS INC	N			
CONTINENTAL VAN LINES INC	N			
CONTRACT FURNITURE SERVICES INC	N			
CONTRACT INSTALLATIONS	N			
CONVERGINT TECHNOLOGIES LLC	N			
COORDINATED PROJECT INSTALLATION INC	N			
CORBETT INC	N			
CORE GROUP LTD OF ILLINOIS	N			
COROVAN MOVING AND STORAGE	N			
CORPORATE DESIGNS AND INSTALLATIONS	N			
CORPORATE FACILITY SERVICES LLC	N			
CORPORATE INSTALLATION CO	N			
CORRIGAN MOVING SYSTEMS	N			
CORT BUSINESS SERVICES CORP	N			
COTTAGE CABINETS	N			
CPM TRANSPORT	N			
CRAFT AND TRADE INC	N			
CREATIVE OFFICE INC	N			
CREATIVE OFFICE SOLUTIONS INC	N			
CROWN RELOCATIONS	N			
CROWN WORLDWIDE MOVING AND STORAGE	N			
CROWNING TOUCH INSTALLATIONS INC	N			
CUBICLE SOLUTIONS INC	N			
CURLS SERVICE CO LLC	N			
CUSTOM FLOOR COVERING	N			
CUSTOM INSTALLATION SPECIALIST	N			
CUSTOM OFFICE INSTALLATION LLC	N			
CUSTOMIZED LOGISTICS	N			
CUSTOMIZED LOGISTICS INC	N			
D BRYAN RICE	N			
D SPECIALTIES LLC	N			
DALLAS MOVING AND STORAGE INC	N			
DANIELS AND SONS INSTALLERS LLC	N			
DANLLOH OFFICE INSTALLATIONS INC	N			
DARYL FLOOD RELOCATION INC	N			
DATA LINK CORP	N			
DAULT LEWIS FLOORING PARTNERSHIP	N			
DAVE BOBERG WOOD FLOORS	N			
DAVE FOLMER CONTRACTING	N			
DAVES CONTRACTING	N			
DAVID B KNOPF CONSTRUCTION LLC	N			
DAVIS RESIDENTIAL DESIGN INC	N			
DAVIS UNLIMITED FLOORING INC	N			
DBD LLC	N			
DC OFFICE SOLUTIONS	N			
DCC GLOBAL OFFICE LLC	N			

DECOURSEY ARTHUR	N				
DELTA BUILDING MAINTENANCE	N				
DELUXE DELIVERY SYSTEMS INC	N				
DENALI CONSTRUCTION AND ENGINEER	N				
DENNYS INSTALLATION	N				
DESIGN BUILT LLC	N				
DESIGNER INSTALLATION SERVICES INC	N				
DESIGNERS CLEARANCE CENTER INC	N				
DETAIL OFFICE CONTRACTORS	N				
DETAIL OFFICE CONTRACTORS INC	N				
DEVRIES MOVING PACKING STORAGE	N				
DF GRAY INC	N				
DIAMOND RELOCATION	N				
DIAMOND STATE FLOORING AND FURNITURE	N				
DIAMOND TRANSPORTATION GROUP INC	N				
DISPLAY GOODS AND PROMOTIONS	N				
DIVERSIFIED WAREHOUSE INC	N				
DIVISION INSTALLATION	N				
DIVISIONTEN LLC	N				
DM TRANSPORTATION MANAGEMENT SERVICES	N				
DOBBERTIN CONSTRUCTION	N				
DON COX AND ASSOCIATES	N				
DONNELLY INSTALLATION SERVICES INC	N				
DONS CARPET SERVICE	N				
DONS CARPETS AND FLOORING	N				
DOZYS SIGNS AND NEON LLC	N				
DREY CONSTRUCTION INC	N				
DT ENTERPRISES	N				
DT ENTERPRISES AND SONS INC	N				
DUBOIS TEMPS	N				
DURON BUILDING SPECIALTIES	Y	Minority Business Enterprise	North Central Texas Regional Certification Agency	HMMB	N
DUSK-N-DAWN					
DUTCH FORK CONSTRUCTION LLC					
DWIGHTS CONSTRUCTION					
EAGLE ENTERPRISES					
EARLE W NOYES AND SONS					
EAST COAST FURNITURE SERVICES					
EAST COAST OFFICE FURNITURE SERVICES INC					
EASTERN SOLAR GLASS					
EBRYIT INC					
ECDC INC					
ECONO MOVERS INC					
EDC MOVING SYSTEMS					
EDM OFFICE SERVICES INC					
EDUCATIONAL FURNITURE					
EE WARD MOVING AND STORAGE CO LLC					
EHRLICHS FLOOR COVERING					
EL CUBES INC					
ELITE BUILDING GROUP					
ELITE FURNITURE INTERIORS INC					
ELITE INSTALL SERVICES LLC					
ELITE OFFICE INSTALLATION LLC					

ELITE OFFICE INSTALLATIONS LLC				
ELITE STRATEGY AND INSTALLATION LLC				
EMC INSTALLATIONS				
ENRIGHT CONSTRUCTION LLC				
ENTERPRISE PAINTING AND DECORATING				
ENVIRONMENTS PLUS	Y	Minority Business Enterprise	National Minority Supplier Development Council	SC
EQUIPMENT INSTALLERS INC				
ERC OFFICE INSTALLATIONS				
ERK FLOORING LLC				
ERSO INC				
EVERBASE SOLUTIONS LLC				
EVERGREEN BLEACHERS INC				
EXCEL SERVICES				
EXPERT OFFICE LLC				
EXPRESS MOVING AND TRUCKING LLC				
EXPRESS MOVING AND TRUCKING SERVICE LLC				
F AND N SERVICES				
FACILICON INC				
FACILITIES CO				
FACILITY INTERIORS INC				
FERGUSON MOVING STR				
FINAL ASSEMBLY				
FINE FINISHES				
FIRESTOP TECHNOLOGIES INC				
FIRST CLASS FLOORING				
FISHER INSTALLATIONS LLC				
FLINT OFFICE FURNITURE				
FLOOD BROTHERS INC				
FLOOD KATHERINE				
FLOOR SEAL TECHNOLOGY				
FLOOR TO CEILING CARPET ONE				
FLOORING INNOVATIONS LLC				
FLOORS EXPRESS				
FLOORS UNLIMITED				
FLR SANDERS INC				
FLYING LOCKSMITHS CHICAGO				
FLYING LOCKSMITHS CINCINNATI LOUISVILLE				
FLYING LOCKSMITHS DETROIT NORTH				
FLYING LOCKSMITHS KANSAS CITY				
FLYING LOCKSMITHS MINNEAPOLIS				
FLYING LOCKSMITHS OF AUSTIN				
FLYING LOCKSMITHS OF CENTRAL PA				
FLYING LOCKSMITHS OF NEW ORLEANS				
FLYING LOCKSMITHS PALM BEACH				
FLYING LOCKSMITHS SPRINGFIELD HARTFORD				
FORBES DISTRIBUTION AND WAREHOUSING INC				
FORBES JOHN				
FORQUER JON				
FORT LAUDERDALE EXPRESS				
FOSHEIM FLOORING INSTALL				
FOURWAY WAREHOUSE AND DISTRIBUTION INC				
FRESNO ROTO ROOTER				

FRISBEE MOVING AND STORAGE CO				
FRONTIER INSTALLATION				
FUNCTIONAL FLOORS				
FURNITURE INSTALLATION SOLUTIONS				
FURNITURE INSTALLATIONS INC				
FURNITURE INSTALLERS INC				
FURNITURE MEDIC				
FURNITURE REUSE SOLUTIONS INC				
FURNITURE SERVICES CORP				
FURNITURE SERVICES UNLIMITED INC				
G AND E INSTALLATION				
G AND L INSTALLATIONS INC	Y	Women s Business Enterprise	Women s Business Enterprise Alliance Comptroller of Public Accounts	Texas
GARCIA FRANCISCO				
GARRATY ROBERT				
GARRETTS MOVING AND STORAGE INC				
GARY MEEKS INSTALLATIONS				
GASPERSON MOVING AND STORAGE				
GDY INSTALLATIONS INC				
GELLER CARPET INC				
GENESIS INSTALLATIONS INC				
GENESIS OFFICE INSTALLATION SERVICES				
GF INSTALLATIONS				
GIANT FLOOR AND WALL COVERING CO INC				
GILCHRIST SEATING				
GIVEN AND GIVEN ENTERPRISES LLC				
GL STONE AND SON INC				
GNG LOGISTICS				
GOLDEN EXPRESS OF NEVADA LLC				
GOLDEN SERVICES				
GOLDEN STATE ACOUSTICAL INC				
GOMEZ FLOOR COVERING INC				
GOR CON CONSTRUCTION INC				
GOTO ERGONOMICS				
GRAEBEL MOVING AND STORAGE				
GRAEBEL SACRAMENTO MOVERS				
GRAND SLAM COMMERCIAL CLEANING LLC				
GREAT LAKES INSTALLATION INC				
GREATER SYRACUSE MOVING AND STORAGE				
GREEN LANE OF SOUTH JERSEY INC				
GREEN MILL GLOBAL LLC				
GREENE FACILITY SERVICES LLC				
GROOS CONSTRUCTION				
GUADIANA CONSTRUCTION SERVICES				
GULF OFFICE SYSTEMS				
GULF TRANSPORT AND STORAGE				
H AND H ENTERPRISES LOGISTICS INC				
HAHN ENTERPRISES INC				
HALEY DAVID D				
HANSEN JERRY				
HAROLD HARDWOOD FLOORING INC				
HARRIOTT CONTRACTING LLC				

HARRISON CARL
HART MOVING AND STORAGE INC
HAYS GROUP
HAZZARD MOVING AND STORAGE CO INC
HELPFUL HANDYMAN INSTALLATIONS
HELPFUL HANDYMAN INSTALLATIONS -
HIGH PERFORMANCE CABLING CORP
HIGH QUALITY INSTALL
HILLS INSTALLATION SERVICE
HOEKSTRA JOHN
HOLZMAN AUCTIONEER SERVICES
HONEST INSTALL
HORIZON CONCEPTS INC
HOT SHOT FINAL MILE LLC
HOUSTON INSTALLATION SERVICES INC
HOUSTON MODULAR INSTALLATION INC
HOWE FURNITURE
HRSE SERVICES LLC
H-S INDUSTRIAL EQUIPMENT
HUFFMAN INSTALLATION SERVICES
HUG CONDON MOVING AND STORAGE CO INC
HUTTON CORP
HWM OFFICE ENVIRONMENTS INC
IMA DANIEL BRENNAN
IMAGE FLOORING LLC
IMAGE FURNITURE SERVICES INC
IMLACH AND COLLINS BROTHERS LLC
IMS RELOCATION
INDEPENDENT FLOOR TESTING AND INSPECTION INC
INNERSPAICE ARCHITECTURAL INTERIORS
INNOVATION COMMERCIAL FLOORING
INNOVATIVE INSTALLATION SOLUTIONS LLC
INNOVATIVE INSTALLATIONS LLC
INNOVATIVE MOVING SYSTEMS
INSTALLATION CONCEPTS INC
INSTALLATION PLUS INC
INSTALLATION PROS
INSTALLATION SERVICE OF AMERICA
INSTALLATION SPECIALIST
INSTALLATION SPECIALIST LLC
INSTALLATION SPECIALISTS INC
INSTALLATION XPERTS LLC
INSTALLEX SYSTEMS INC
INSTALLNET
INSTALLNET INTL LLC
INSTALLRITE SYSTEMS
INSTALLZ OF MONTANA LLC
INSTALLZ OF MONTANA LLC
INSTALTECH
INSTITUTION RECYCLING NETWORK INC
INTEGRATED GROUP LLC
INTEGRATED TECHNOLOGIES GROUP

INTEGRITY INSTALLATIONS INC						
INTERCEPT LOGISTICS INC	Y	Women s Business Enterprise	State of New Jersey Dept. of Treasure Division of Revenue	Enterprise Services	A	-
INTERIOR GROUP INC						
INTERIOR INSTALLATION INTER INC						
INTERIOR MANAGEMENT GROUP INC						
INTERIOR OFFICE SERVICES						
INTERIOR SOLUTIONS						
INTIVITY INC						
INVESTMENTS UNLIMITED INC						
INVINCIBLE METAL FURNITURE						
IRONMAN INSTALLATION						
IRWIN INSTALLATION SOURCE						
ISPACE ENVIRONMENTS						
J AND H PANEL INSTALLATION INC						
J AND H SERVICES INC						
J AND P INSTALLATION INC						
J D INSTALLATION SERVICES						
JAMESTOWN INDUSTRIES INC						
JARKA ENTERPRISES INC						
JASON BLASIUS CONSTRUCTION						
JCS INSTALL						
JDF DISTRIBUTION SOLUTIONS						
JDP SERVICES						
JEM INSTALLATIONS						
JENNYS SEATING AND INSTALLATION CO						
JER ASSOCIATES INC						
JEZ ENTERPRISES INC						
JF COOK CO INC						
JG SERVICES						
JH SERVICE AND INSTALLATION						
JLA FLOORS INC						
JOHNSON STORAGE AND MOVING CO LLC						
JOHNSONS ON SITE DRAPERY CLEANING AND MORE LLC						
JOHNSTONS CARTAGE AND WAREHOUSE INC						
JORDAN BUSINESS ENVIRONMENTS						
JOSHUAS LLC						
JTC CONTRACTING INC						
JTC INSTALLATIONS INC						
JV INSTALLATION SERVICES						
JV PRO INC						
K AND M LOGISTICS INC						
KANSAS WINDOW TINTING						
KAY AND SONS INC						
KAY AND SONS LLC						
KCS INSTALLATION INC						
KDI FACILITY SERVICES INC						
KEARNEY MOVING SERVICE						
KELLER-SELF COMMUNICATIONS						
KELLER-SELF COMMUNICATIONS						
KEVIN LARUE AND ASSOCIATES LP						
KIDD SOLUTIONS INC						

KIDSAFE LLC
KIEFT EXTERIORS
KILN DOCTOR
KING KHAN DRILLING AND CONSTRUCTION INC
KINNEY OFFICE INSTALLATIONS
KJEN SERVICES LLC
KJS APPLIANCE INSTALLATION
KL SPECIALTIES
KL SPECIALTIES LLC
KNITTEL TERRY
KNUCKLES FLOORING INC
KORSLUND CONTRACTING
KRISS TRUCKING INC
KSM CONSTRUCTION SERVICES INC
KYKO SPECIALTIES INC
L AND A LABORATORY INSTALLATIONS
L AND J LOCKER LLC
L AND L INSTALLATIONS OF NC INC
L AND M OFFICE FURNITURE INC
L AND M OFFICE FURNITURE LLC
LABOR READY NORTHEAST INC
LABOUR READY
LAKEVIEW SHADE AND SCREEN LLC
LANGE MOVING SYSTEMS INC
LATTAS
LAYMAN GREG
LDA SECURITY LLC
LEEWAY CONTRACTORS INC
LEGENDARY LOGISTICS INC
LEITRIM INSTALLATIONS INC
LEVEL ONE LLC
LEWALLENS
LIBRARY WORKS INC
LILE INTL COMPANIES
LITE CONSTRUCTION INC
LITE THE NITE TECHNOLOGIES
LOC SCIENTIFIC
LOCKERS BLEACHERS CABINETS LLC
LOGIK INC
LONDON ROAD RENTAL CENTER INC
LOUCK GENERAL CONTRACTING
LOVGREN AND ASSOCIATES
LOW AND LOW TRANSPORT AND DELIVERY INC
LR KALUPA CO
LYLE HERB
LYNCH CONSTRUCTION LLC
LYNDEN AIR FREIGHT
M AND MS COMMERCIAL FLOORING INC
MACADAM SERVICES LLC
MAD RIVER CONSTRUCTION LLC
MAK ASSOCIATES INC
MARCHETTY MACHINERY II

MARK TOBEY ELECTRIC
MASSCOM INSTALL TECH INC
MAVERICK INSTALLATIONS INC
MBW OFFICE INSTALLATION INC
MCCOLLISTERS
MCCOLLISTERS TRANSPORTATION GROUP INC
MCCORMICK INSTALLATIONS
MCINTYRE GROUP OFFICE SERVICES INC
MCS PAINTING AND DECORATING
MD STRUCTURES INC
MDT PERSONNEL LLC
MELVIN SCHROEDER
MESA INSTALLATION
MESA MOVING AND STORAGE
METRO INSTALLATION SERVICES INC
METRO LOCK SERVICE INC
METRO TENNESSEE INSTALLERS
MICHAEL MILLER INSTALLATIONS
MICHIGAN BASIN EXPLORATION LLC
MID OHIO MECHANICAL SERVICES LLC
MIDCON BUSINESS SERVICES LLC
MIDWEST ASSEMBLY AND INSTALLATION LLC
MIDWEST OFFICE INSTALLATIONS LLC
MIDWEST PRECISION
MILES CONSTRUCTION
MILLER AND MILLER TEPAC INC
MILLER INSTALLATIONS
MILLERS INSTALLATIONS LLC
MISSION BELL MFG CO INC
MJD MOVING INC
MO INSTALL INC
MOD SQUAD LLC
MODLOGICS
MODULAR CONCEPTS
MODULAR INSTALLATION SERVICES INC
MODULAR INTERIORS INC
MODULAR SYSTEMS INC
MONARCH RENOVATIONS INC
MONDRAGON SANDRA
MONROE DESIGN
MONTANA OFFICE SOLUTIONS INC
MORENO AND SONS INC
MOUNTAIN MOVING AND STORAGE
MOUNTAIN WEST MOVING AND STORAGE
MOUNTAINVIEW LTD
MOVE SOLUTIONS LTD
MOVE SOLUTIONS LTD-
MOVING SOLUTIONS INC
MOX-E CREATIVE INC
MP SPORTS GROUP INC
MR INSTALLATION LLC
MT EVEREST MOVING CO INC

MTGS ENTERPRISES LLC
MULDERS RED CARPET MOVING
MULDERS RED CARPET MOVING AND STORAGE
MULLARKYS INC DBA LATTAS
MURILLO FLOOR COVERINGS
MURPHY CONSTRUCTION SERVICES LLC
MURPHYS TRANSPORTING SERVICES LLC
MY OFFICE INC
N CALIFORNIA INSTALLATION SERVICES
N JERSEY INTERIORS LLC
NATIONAL ERECTION SERVICES
NATIONAL WORKPLACE SERVICES
NATIONWIDE INSTALLATION SERVICE LLC
NATIVE VILLAGE OF KWINHAGAK
NCS
NEBO EXPESS LLC
NEED IT NOW INSTALL
NEO CABINET INC
NEO CABINET LLC
NEW MEXICO SPECIALTIES
NEXIS MECHANICAL INC
NGUYEN ANH
NICKS WINDOW TINT AND AUTO DETAIL
NIX INSTALLATIONS
NO LIMITS INSTALLATION INC
NOR EASTER INSTALLATION INC
NOR-CAL MOVING SERVICES
NORTH AMERICAN FURNITURE TECHNICIANS INC
NORTHERN HILLS STORAGE MGT INC
NORTHWEST ARCHITECTURAL PRODUCTS INC
NORTHWEST INSTALLATION CONTRACTORS INC
NU RISE CONSTRUCTION
O AND W COMMUNICATIONS LLC
OAK GROVE CONSTRUCTION
OASIS GENERAL CONTRACTING INC
OASIS INC
ODC INSTALLATION SERVICES
OF INSTALLATIONS LLC
OFFICE EXPRESS INC
OFFICE FORMATIONS
OFFICE FURNISHINGS
OFFICE FURNITURE INTERIORS INC
OFFICE FURNITURE TRANSPORT INC
OFFICE INNOVATIONS
OFFICE INSIGHTS INC
OFFICE INSTALLATION CO
OFFICE INSTALLATION SERVICES AND DESIGN
OFFICE INSTALLATION SERVICES INC
OFFICE MOVE PRO
OFFICE MOVERS OF FLORIDA LLC
OFFICE PROFESSIONALS
OFFICE SOLUTIONS UNLIMITED INC

OFFICE SYSTEMS INSTALLATION LLC
OFFICE SYSTEMS INSTALLATION LLC-
OFFICE SYSTEMS INSTALLATIONS
OFFICE SYSTEMS INSTALLATIONS INC
OFFICE WORKS INC
OFFICEPRO USA LLC
OFFICEWISE FURNITURE AND SUPPLY
OFFSITE OFFICE EQUIPMENT STORAGE
OFR INC
OIC
OLYMPIA MOVING AND STORAGE
ONE SERVICE SOURCE INC
OPE NIEMEYER FLOORING
ORACLE BUILDING CONTRACTORS LLC
ORCA FURNITURE SERVICES LLC
ORTEGA FLOORING INC
OSFITTERS LLC
OTM FURNITURE INSTALLATIONS
OVERSEAS BROKERS INC
P AND J INSTALLATIONS
P AND M INSTALLATION SERVICE AND SALES
P AND M TREASURE COAST INSTALLATION INC
PACIFIC COAST AV INC
PACIFIC FURNITURE INSTALLATION
PACIFIC MOVERS INC
PACIFIC OFFICE SCAPE INC
PAIHR INSTALLATIONS INC
PALLOTTA INSTALLATIONS
PAMS OFFICE SOLUTIONS
PANEL SYSTEMS PLUS INC
PAOLI INC
PARTEE JOSHUA
PAUL DELANEY INSTALLATIONS
PAXTON VAN LINES DBA PAXTON CO OFFICE MOVING DIVISION
PB CONSTRUCTION
PCI FLORTECH INC
PCS PROFESSIONAL CONSTRUCTION SERVICES
PDPLAY
PDQ INSTALLATION CO LLC
PDQ INSTALLATIONS LLC
PENN MO FIRE BRICK INC
PEOPLEREADY INC
PERFORMANCE FLOORING ENTERPRISES INC
PERK PRODUCTS INC
PERSONAL TOUCH INSTALLATIONS INC
PETERSON QUALITY OFFICE INC
PHILLIPS JAMES R
PHOENIX RESTORATION AND CONSTRUCTION LTD
PICTURE PERFECT PLAYGROUNDS INC
PII INSTALLATIONS INC
PIONEER CONTRACT SERVICES INC
PIT CREW INSTALLATION

PLANES MOVING AND STORAGE INC			
PLAYCRAFT DIRECT INC			
PLAYGROUND SERVICES INC			
PLUMBING AND MECHANICAL CONTRACTORS GROUP			
POINT LOAD CONSTRUCTION			
PORTLAND POTTERY SUPPLY			
PRADERE OFFICE PRODUCTS			
PRECISION INDUSTRIAL SERVICES			
PRECISION INSTALLATION CO			
PRECISION INSTALLATION SERVICES			
PRECISION INSTALLATION SERVICES INC			
PRECISION INSTALLATION SERVICES INC			
PRECISION OFFICE INSTALLERS INC			
PRECISION ONE DELIVERY INSTALL			
PRECISION PLAYGROUNDS			
PREFERRED SOURCE INSTALLATIONS			
PREMIER BUSINESS SOLUTIONS INC			
PREMIER CABINETS			
PREMIER INSTALLATION			
PREMIER SYSTEMS SERVICES INC			
PREMIUM CARPET INSTALLATIONS			
PREMIUM SEAT SOLUTIONS INC			
PRESTIGE PAINTING AND DECORATING			
PRESTIGE TECHNICAL SERVICES LLC			
PRIDE SERVICES			
PRINCE FLOOR COVERING			
PRO AV INSTALLATIONS			
PRO FURNITURE INSTALLATION			
PRO FURNITURE INSTALLATION LLC			
PRO MX INC			
PROFESSIONAL BUSINESS INSTALLATIONS LLC			
PROFESSIONAL INSTALLERS INC			
PROFESSIONAL MODULAR INSTALLATIONS			
PROFESSIONAL MODULAR INSTALLATIONS LLC			
PROFESSIONAL OFFICE INSTALLATION SERVICES INC			
PROFORM GRAPHICS			
PROSOLUTIONS INC			
PS INSTALLATIONS INC			
PULIZ MOVING AND STORAGE			
PURE INSTALL SOLUTIONS			
Q S LLC			
QUALIFIED SYSTEMS INSTALLATIONS INC	Y	Historically Underutilized Business	Texas Comptroller of Public Accounts
QUALITY FURNITURE INSTALLATION INC			
QUALITY INSTALLATION SERVICES			
QUALITY INSTALLATIONS INC			
QUALITY INSTALLERS LLC			
QUALITY MOVING SERVICES			
QUALITY ONE SERVICES			
QUALITY SERVICES			
QUALITY SYSTEMS INSTALLATION			
QUINTANA FLOOR COVERING			
R AND H SYSTEMS INC			

R AND L OFFICE FURNITURE
R AND R LOCKER LLC
R INSTALL CO
RACKS UNLIMITED
RAE LOCK CO
RAINBOW MOVERS INC
RANKIM INSTALLATIONS LLC
RBP INC ROBERTS BROTHERS PAINT
RBT INSTALLATION LLC
RC PRECISION INSTALLATIONS INC
RCB SPECIALTIES INC
RD CONSTRUCTION
READY TRANSPORT LLC
REEDS INSTALLATIONS INC
RELIABLE OFFICE SOLUTIONS INC
RELIANT GROUP INC
RELOCATION MANAGEMENT WORLWIDE INC
RENTACRATE ENTERPRISES
RESTORATION STATION
RETAILONE INC
REVERED BUILDERS LLC
REX GROOS CONSTRUCTION
REX JANSONIUS
REXS INSTALLATIONS LLC
RICHARDSON AND ASSOCIATES
RIGHT ANGLE INSTALLATIONS INC
RIZZOKOZ DELIVERY AND ASSEMBLY SERVICE LLC
RJ CONSTRUCTION
RJ ENTERPRISES
RM INSTALLATIONS INC
ROADRUNNER MOVING AND STORAGE
ROBBIES ASSEMBLY SERVICE LLC
ROCKVILLE SYSTEMS AND SERVICES INC
ROCKY MOUNTAIN FIRE AND SECURITY LLC
RODNEY GEORGE CO
ROFFE SALES CO INC
ROGER SITTERLY AND SON INC
ROGERS FLOOR COVERING
ROMANOS CUSTOM INTERIORS INC
ROSE CITY MOVING AND STORAGE
ROSE MOVING AND STORAGE CO
ROTERTS FLOOR AND CLEANING SERVICES
ROYAL MOVING AND STORAGE OTTAWA INC
ROYAL MOVING INC
RTA PLAYGROUNDS
RUCKER CONSTRUCTION
S AND L INSTALLATIONS LLC
S AND M MOVING SYSTEMS
S AND S HOME INSPECTIONS LLC
SAFETY DOWN UNDER INC
SALOMON SANITATION
SANFORD CONTRACTING INC

SATTERFIELD JOHN
SCHLOSSER KEITH
SCHOOL CREATION AND INSTALLATION
SCHOOL INSTALLERS INC
SCHOOL INSTALLERS OF PA INC
SCHROEDER ANDY
SCHROEDER MELVIN
SCI FLOOR COVERING INC
SCIENTIFIC INSTALLATIONS
SELECT TECH INC
SENSIBLE FURNITURE SOLUTIONS LLC
SERENGETI ENTERPRISES INC
SERVICE CO
SERVPROS LLC
SGN ASSOCIATES
SHADING SOLUTIONS INC
SHADOW CONSTRUCTION INC
SHARP TEAM
SHOCAL SOLUTIONS LLC
SIGN CO OF TALLAHASSEE
SIGNATURE FURNITURE SERVICES LLC
SIGNORELLI OFFICE SERVICES
SINGLESOURCE INC
SKILLED INSTALLATION SERVICES LLC
SLS TRAINING SOLUTIONS INC
SLT DESIGN GROUP
SMART GUY SOLUTIONS LLC
SMITH DRAY LINE AND STORAGE CO INC
SMITH MOBLEY INC
SMOOTH MOVES LLC
SNG SERVICES
SNS INTERIOR INSTALLERS
SOLAR SHADE WINDOW TINTING
SOLUTIONS BY DESIGN
SOMERSET STUDIOS LLC
SONS OF THUNDER
SOUTH FLORIDA FURNITURE ASSEMBLY SERVICES
SOUTHEASTERN CUSTOM INSTALLATIONS
SOUTHERN COMMERCIAL MOVERS INC
SOUTHWEST INSTALLATION LLC
SOUTHWEST INSTALLATION SERVICES
SOUTHWEST INTERIORS INC
SPACESAVER SYSTEMS INC
SPARTAN INSTALLATION GROUP
SPARTAN INSTALLATIONS INC
SPECIALIZED INTERIOR SYSTEMS LLC
SPECIALTY BUILDING SERVICES
SPECIALTY INSTALLATION LLC
SPECIALTY LABOR SERVICES
SPIRIT MOVERS INC
SQUARE AND LEVEL CONST INC
SRK CONSTRUCTION CO

STARKE LINDSAY
STARLING CARPENTRY INC
STARLING SERVICES
STARLING SERVICES INC
STATEWIDE INSTALLATIONS INC
STATIONS
STEINER B MOORE CORP
STELZER MARK
STERLING CORP
STINSON WILLIAM L
STOKES ELECTRIC
STOL USA INC
STREBIG CONSTRUCTION INC
STUDENT MOVERS INC
STURGEON GLASS AND MIRROR
SUDDATH RELOCATION SYSTEMS OF HOUSTON INC
SUMMIT VIEW INSTALLATIONS LLC
SUMMIT WAREHOUSE AND LOGISTICS
SUNSTATE EQUIPMENT CO LLC
SUPERIOR CONTRACTING SERVICES INC
SUPERIOR INSTALLATION SERVICES
SUPERIOR INSTALLATIONS
SUPERIOR INSTALLATIONS NETWORK INC
SUPERIOR OFFICE INSTALLATION
SUPERIOR OFFICE SOLUTIONS
SUPERIOR SEATING INSTALLATION CO INC
SUPERIOR TILE AND STONE
SYSTEMATIC FACILITY SOLUTIONS LLC
SYSTEMS FURNITURE INSTALLATION LLC
SYSTEMS FURNITURE INSTALLATIONS LLC
SYSTEMS OFFICE SOLUTIONS
T AND I CARPET INC
T AND M SERVICES INC
T AND S INSTALLATIONS LLC
T B INSTALLATIONS INC
TAD INSTALLATIONS INC
TALTON JOHN
TANKERSLEY FRED
TAUNTON DENNIS
TECH MOVE LLC
TEJAS MAKE READY
TESKY JASON
TEXAS POTTERY SUPPLY AND CLAY CO
TEXAS PRECISION SERVICES LLC
TEXAS SYSTEMS SERVICES
THOMAS FLEMING CO INC
THORNTON INSTALLATION INC
THORSON FLOOR COVERING
TIDY SERVICES LLC
TIER LLC
TIMS REPAIR
TITAN SCHOOL SERVICES LLC

TJS MOBILE SERVICE			
TL CONTRACTING INC			
TL STEWART LLC			
TMC SERVICES INC			
TNT INSTALLERS			
TNT INSTALLERS INC			
TOPLINE SERVICES			
TREAD TECH			
TRI STATE FURNITURE INSTALLERS LLC			
TRIPLE T HOSPITALITY INSTALLATION			
TRISPECT INSTALLATION			
TRI-STATE CARPENTRY			
TROMBLEY CONSTRUCTION SERVICES			
TURNKEY INSTALLATIONS			
TURNER FINISHES INC			
TURNER FLOORING			
TURN KEY INSTALLATIONS	Y	Minority Business Enterprise	City of Beaumont TX
TWENTY FOUR CONTRACTING CORP			
TWO MEN AND A TRUCK			
TX OFFICE INSTALLATION SERVICES INC	Y	Minority Business Enterprise	North Central Texas Regional Certification Agency
ULTIMATE BACK STORE			
ULTIMATE BACK STORE-			
ULTIMATE CARPET INC			
UNION FLOORING SERVICES			
UNIQUE DELIVERIES LLC			
UNITED INSTALLATIONS GROUP LLC			
UNITED MAINTENANCE			
UNITED TEMPS INC			
UNIVERSAL FLOOR COVERING			
UNIVERSAL FLOORING INC			
UNIVERSAL FURNITURE INSTALLATIONS INC			
UNIVERSAL MOVING INC			
UNIVERSAL PLASTICS INC			
UZURI KID KIDZ LLC			
V K WINDOW FASHIONS			
VALLEY OFFICE INSTALLATIONS LLC			
VANZEL INC			
VEAL CONVENTION SERVICES INC			
VSI CONSTRUCTION INC			
W AND J INSTALLATION INC			
WAGNER MECHANICAL INC			
WAHLEN SPECIALTY INSTALLATION INC			
WALKERS CAPITAL GROUP OF COMPANIES LTD			
WAL-TEK INC			
WANN BROTHERS CONSTRUCTION LLP			
WANN CONSTRUCTION INC			
WANN CONSTRUCTION LP			
WAREHOUSE EQUIP AND LIQUIDATION			
WASTE MANAGEMENT OF MAINE			
WC INSTALLATIONS LLC			
WDI CO OF OREGON INC			
WEGMAN ASSOCIATES INC			

WELICZKO SCOTT
WELLINGTON FACILITY SERVICES
WELSH INSTALLATION INC
WERNER ENTERPRISES
WES WORKS LLC
WEST COAST SCHOOL SPECIALTIES
WEST EDGE SERVICES LLC
WEST TEXAS INSTALLATIONS
WHO BUILT CREATIVE BUILDERS
WILKE MACHINERY CO
WILLIAMS LARRY DON
WILLIAMSON CONTRACTING CO INC
WINDOW FILM DEPOT INC
WINDOW TINT SPECIALISTS
WOLVERINE RUBBER MULCH LLC
WOODCHUCKS TREE CO LLC
WOOD-CORR INC
WORKING OBJECT
WORLD CLASS OFFICE INSTALLERS INC
WYOMING INSTALL GROUP
WYZE SOLUTIONZ
XLR   SERVICES LLC
ZIETLOWS INSTALLERS

Marketing and Sales

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:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days.
- 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
- 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.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Marketing and Sales

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

School Specialty Contracts Team will work with various internal School Specialty teams to craft and execute a set of comprehensive marketing, sales, and training strategies and plans. This 90-day plan may include, but not be limited to:

Marketing:

- Award announcement released via School Specialty marketing channels (email and social media).
- Dynamic email copy blocks on all School Specialty emails to OMNIA Partners/SSL accounts with new contract award information.

Marketing and Sales

- An update to the already existing OMNIA Partners specific web landing page on the School Specialty ordering platform (www.select.schoolspecialty.com/omnia-partners)
- Co-branded marketing collateral
- Direct and email marketing campaigns
- Review and possible participation in trade shows deemed advantageous for both parties

Sales:

- Continued participation and refinement of the SSL/OMNIA Partners lead process.
- Award launch campaign – Marketing/Sales collaboration. Parameters, strategies, parameters, and goals to be established upon Contract Award.

Training:

- Initial Award training to the entire SSL sales team via an existing bi-weekly training platform explaining the new contract and its features and benefits.
- Regionalized training for each eight SSL regions and the Inside Sales team provided by the SSL Contracts Team.
- Training documents and co-branded marketing documents provided to the SSL sales team via internal platforms

Marketing and Sales

In partnership with OMNIA Partners, School Specialty will seek to inform members of the wide range of furniture manufacturers available to them through SSL and the benefits of purchasing through OMNIA Partners. School Specialty Marketing personnel will work with OMNIA Partners to enhance and improve our current relationship. This plan will consist of, but not be limited to, the points outlined in this marketing document. School Specialty Contracts personnel will work closely with OMNIA Partners to:

a. Establish benchmarks and outline objectives for marketing performance.
b. Quarterly Review and refinement of marketing initiatives to better serve the needs of both entities.
c. Analytical review after each marketing campaign.

90-day Plan

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:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days.
- 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
- 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.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

90-day Plan

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

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90-day Plan

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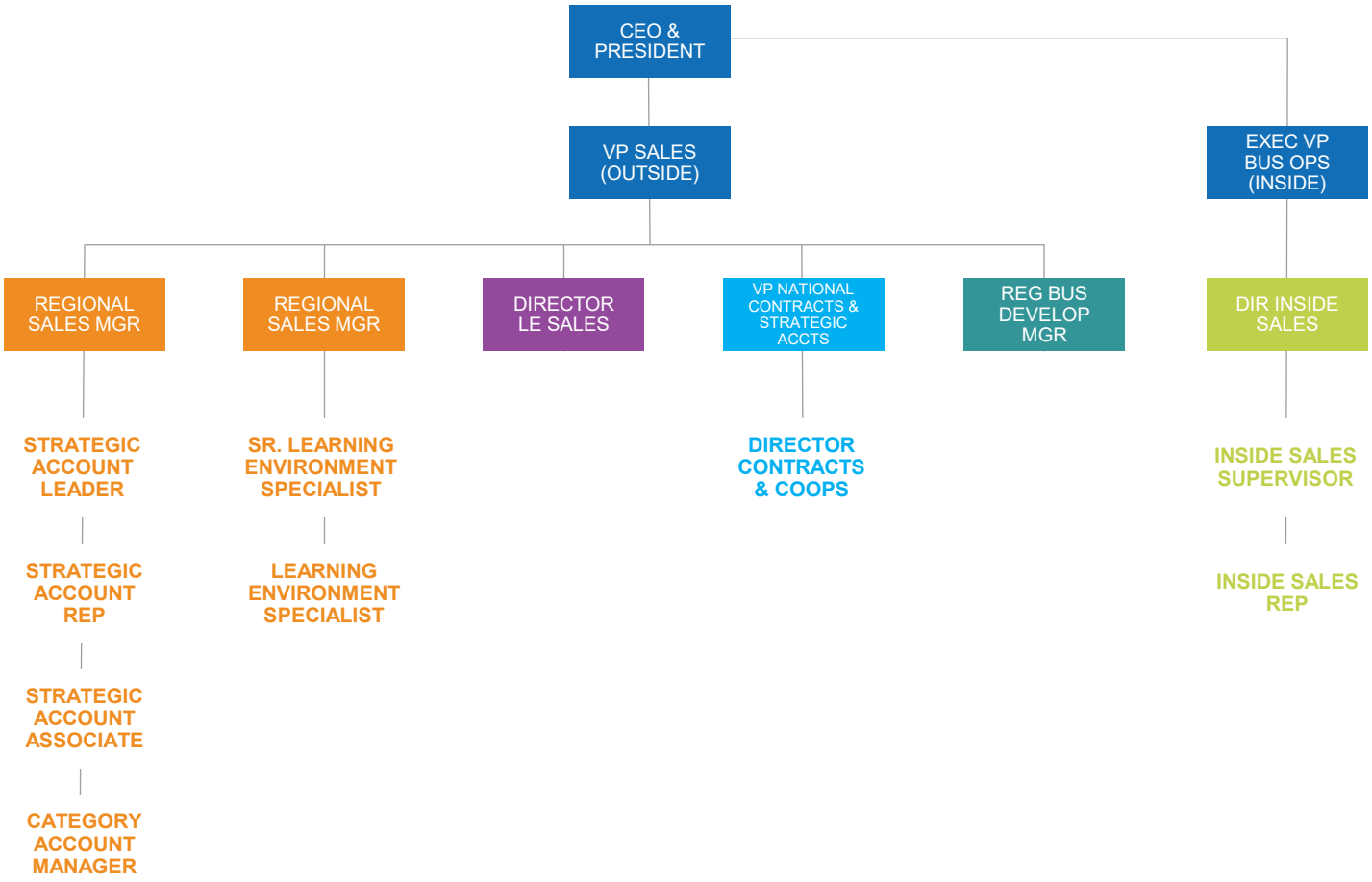
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National Sales Force Structure



School Specialty Ecommerce & Procurement Services

With a 60-year legacy, School Specialty is a leading provider of comprehensive learning environments for the PreK–12 education marketplace in the U.S. 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, manufactures and distributes a broad assortment of name brand and proprietary products to deliver upon its unique value proposition.

In supplement to these endeavors, School Specialty provides industry leading Ecommerce Enablement & Procurement services in the hopes of helping procurement managers maximize their resources. Our company has a comprehensive suite of Procurement offerings that fit the needs of all school districts, regardless of size or procurement paradigm. Our Ecommerce Enablement & Procurement team provides the implementation, back office and ongoing technical support necessary to deploy and manage procurement operations. Our solutions use industry standard technologies and are specifically designed for the educational market, so educators find our tools intuitive, reliable and feature rich. These toolsets include:

- **Online Ordering** — This option allows educators and businesses to enjoy flexible and secure online ordering. Benefits include:
  - Customized design and control of the workflow approval process and budgetary limits, user access and status reporting
  - Add users, manage permissions, and create buying groups for business-level account control even when using existing eProcurement systems
  - Pricing shows all users the correct pricing for the organization; for accurate budgeting and invoice reconciliation
  - Payment options include purchase order with or without spending limitations, procurement card, or personal credit card
  - Customized workflows that readily map to the organization's policies and procedures
  - Reporting capabilities help administrators monitor and manage spending behavior

- **eProcurement Punchout Integration** — An organization's procurement system can be integrated with School Specialty's Punchout solution. This provides the organization with real-time product and price information and electronic delivery of purchase transactions through Punchout. Benefits include:
  - Streamline the purchasing processes and make buying easier for users by taking advantage of the many integrations between commonly used procurement tools and School Specialty. Our skilled team is available to provide expertise integrating with your procurement processes, so you can focus on your core competencies
  - Easy and secure access to approved School Specialty items
  - The organization's system controls approval and budgetary limits
  - Increased speed and accuracy with the submission of electronic purchase orders, order acknowledgements and invoices throughout the procure to pay process
  - Full integration with many major procurement finance systems
  - Eliminates redundant entry between systems

- **Electronic Catalog Files** — Organizations can request electronic catalog files of School Specialty's products and brands. This allows organizations to add price and product information to their purchasing system. Benefits include:
    - Improved accuracy with full description and price for elimination of manual data entry errors
    - Save time in creating requisitions by entering an item number versus typing entire descriptions
    - Multiple formats available for importing data into multiple software systems
    - Organization's purchasing system controls the procurement process

School Specialty Websites

To meet our customers' individual needs, we maintain several websites. Our school or business customers are directed to the correct site so they can take full advantage of their account benefits. Sites include:

- U.S. School or Business Customers: Select.SchoolSpecialty.com
- Canadian School or Business Customers: Select.SchoolSpecialty.ca
- U.S. Individual Consumers: SchoolSpecialty.com
- Canadian Individual Consumers: SchoolSpecialty.ca

There are over 10,000 Schools, School Districts, and Organizations using School Specialty websites on a regular basis. At School Specialty, our goal is to serve you in your quest to educate our children. When we help you to be more effective, efficient, and productive — at an optimum price/value equation, we help you achieve your mission.

Online ordering has been available since 1999.

All item information such as images, descriptions, price, unit of measure (UOM), etc. are available online. If there is a need to create a special file of this information, School Specialty would be willing to create it after reviewing the customer request.

Order Processing & Payment System

School Specialty utilizes Oracle E-Business Suite ERP (Enterprise Resource Planning) system to support all of our order to cash and purchase to pay business processes including EDI (Electronic Data Interchange) supporting automated electronic transactions with our customers and suppliers once integrated.

School Specialty utilizes warehouse management systems to support our warehouse fulfillment and order shipping.

Ecommerce Features	
Cart Workflows & Approvals	Track carts through workflows: complete order view from beginning entry to order history
	Customized cart approval condition workflow routes carts to different approvers based on: a) items from category, b) cart dollar value, c) type of payment or d) bill to location.
	Send carts to more than one approver at a time (approval groups)
	Modify/Submit/Approve multiple orders at once rather than one at a time (edit PO number, ship dates, budget codes)
	Ability to name your cart for easy identification
	Cart displays shipping charges based on order amount or contract
	Cart displays applicable estimated taxes
	Order based on contract pricing
	Approvers & Administrators can select alternative eligible contracts in the cart
	Option to select a future ship date in cart
	Option to add and save an alternate or default payment method
	Choose to bill by organization level (e.g. School vs District)
	Order subtotal by budget or account code
	Ability to copy an order from any status to modify and resend. Copied orders re-price to current contract and discontinued items are noted
Shopping	Item Configuration: ability to select attributes (color, size, finish, etc.) on an item and view in 3D.
	Compare up to 4 products at once
	Create Shopping Lists and share with other users
	Quick Order (Order by Item Number)
	Cart number same as Order number for easy tracking
	Search by Keyword or Phrase, Manufacturer item number or School Specialty item number
	Ability to select a backup alternative item in cart in case original item is out of stock for future shipment

	Item Inventory status/availability
	Ability to switch and save in cart for a School Specialty branded items
Notifications & Alerts	Email notification for Administrator on new registrations requests for administrator to accept or reject
	Email notifications of orders/requisitions needing your approval
	Email order acknowledgment when received by School Specialty
	Email shipment notifications when orders are shipped
	Alerts after logging in notify you of tasks that need to be completed (e.g. Approve Orders: You have 46 orders pending approval)

Ecommerce Features continued	
Account Dashboard	Dashboard view of Account, Carts, Orders and Lists to easy management
	Administrator Log In to act on behalf of a Buyer or Approver
	View all orders on one easy to read page
	Order history saved for 18 months
	Users have access to their personal information to modify phone number, change password, etc.
	Ability to assign a dollar amount to a purchase order, and buy up to that amount
	Ability for users to pick a pre-assigned PO or enter a manual purchase order (based on permissions)
	Order Reports: Run and export reports on all orders (active or history) for easy use. Report by all orders (Summary or Detail) by User or Ship-to Address
	Add and store budget or account codes by user
	View and manage user ship to locations
	Search, view and download invoices
Additional	Digital catalogs
	Live Chat
	Reviews and customer ratings help your users make good decisions.
	Display customer item numbers if required
	Custom account landing pages available

School Specialty eProcurement Punchout Integration

School Specialty has an eProcurement Punchout integration which connects to the organization's procurement system. This integration enables procurement systems to access key information required to create and transmit purchase requisitions with School Specialty. This system uses cXML or EDI transactions (commonly referred to as 'Punchout') through a secure online connection, to exchange information in a standard format. The system is designed so organizations retain control and visibility of the transaction throughout the entire process. This methodology
assumes that an organization's procurement system initiates the transaction and determines the actions at each step in the process.

The benefits to the partners of an integrated e-procurement system include the following:

- Information is shared between your organization's system and School Specialty systems in real time. The product information includes the product description, your net purchase price, shipping charges if applicable and the product status. This product information assures your organization's system has complete information to process a transaction accurately and quickly through your internal procurement process.
- A procurement transaction flows through your organization's system and School Specialty's system electronically, which assures that no errors are interjected into the process. This, coupled with product information being complete and accurate, provides for minimal transaction errors. Further, the transaction is visible to all parties throughout the process. Both your organization and School Specialty retain complete transaction details.
- In addition, Punchout sessions take advantage of many of the ecommerce features

eProcurement Punchout Process Overview

The system integration assumes that your organization system initiates and controls the transaction throughout the process. The general flow would include the following steps

- The user logs in and is authenticated in your organization's procurement system. This generally includes username and password validation and review of the user's assigned capabilities or permissions.
- The user requests the creation of a new requisition or the continuation of an existing (composing) requisition in your organization's procurement system.
- The School Specialty website provides a shopping cart to add items after browsing.
- The School Specialty website transfers shopping cart information (item number, description, unit of measure, & net price) to the organization's procurement system.
- The requisition is completed by the user and is submitted for internal approval.
- The requisition flows through your organization's approval workflow. This generally includes spending authority, budget review, and product purchase authority.
- When all workflow rules are passed, a purchase order is created for the requisition. This includes assignment of the purchase order number and encumbering of funds for appropriate budget codes.

- The purchase order is sent electronically to the School Specialty systems.
- Order receipts and shipping acknowledgements are sent to the customer designated e-mail address.
- Order is processed and shipped

School Specialty integrations with the multiple accounting and purchasing software programs. Our skilled enablement team is available to provide expertise integrating with your procurement processes at no charge to you.

School Specialty Integrates with:

- Aptafund
- Ariba / SAP Network
- CommBuys Massachusetts
- CoreXpand
- Coupa
- Cribellum
- EqualLevel
- Escape
- ESM Solutions
- Frontline
- Jaggaer
- Keystone
- Lawson Infor
- LINQ ERP / Alio
- nVision by Finance Manager
- Oracle
- Oracle Fusion
- Peoplesoft
- PowerSchool Business Plus
- PowerSchool Efinance Plus
- SAP
- SCView / Strategic Solutions
- Skyward
- Smart Finance
- Spendbridge
- Tyler Infinite Visions / ERP Pro
- Tyler Munis
- Varis / Buyer Quest
- Wincap
- Workday

School Specialty Payment Methods: Pcards

- School Specialty accepts major credit cards, Visa, Mastercard, American Express and Discover for individual accounts along with school and business accounts
- School Specialty accepts Pcards with school and business accounts
- Public schools & municipalities qualify for instant NET 30 Payment Terms.
- Some additional Business and Organizational Accounts, like private schools, daycares, etc., are eligible to apply for NET 30 Payment Terms.
    - A completed Credit Application Form is required to apply.
    - School Specialty's Credit Application Form can be found on our help site

In addition to Level I credit card processing, for Visa and Mastercard School Specialty supports Level II and Level III credit card processing.

Level I, Level II, & Level III Data in Credit Card Processing

MasterCard and Visa have defined three levels of credit card transaction detail. This is the level of detail that a School Specialty passes to the credit card processing network to accept purchase cards for payment and qualify for higher levels of service. Customers are required to establish credit card processing levels with their credit card provider. When established, Mastercard and Visa credit card companies then include the Level III detail in the invoice they send to the buyer. In other words, the credit card statement includes line item detail, making it easier for the buyer to reconcile all purchases. We believe that enhanced detail is easier and more efficient for schools and businesses to keep a record of the products bought from School Specialty when you see Level III detail. It is easier to match packing slips to your orders.

- **LEVEL I** - is a standard credit card purchase transaction, and offers such information as: Supplier Name, Total purchase amount, Date, Merchant Category Code
- **LEVEL II**- adds additional information about each purchase, including: Sales tax amount, Customer code (a.k.a. accounting code)
- **LEVEL III**- adds full line-item detail to the data in Level II, including: Quantities, Item numbers, Product descriptions, Ship to zip code, Freight a

School Specialty Online Payment Portal

- The School Specialty Payment Portal allows our U.S. and Canadian customers access to view, print, and pay your School Specialty Invoices online.
- Take advantage of these benefits our dedicated payment portal has to offer:
    - **Convenience and ease of use**- Pay 24/7 with a credit card or ACH (Automated Clearing House) transfer.
    - **Ease of reconciliation**- Accurately and automatically match remittance data and apply payments.
    - **Safety and security**- Rest easy knowing our portal meets all 12 PCI data protection standards.
- Use the Payment Portal to submit a one-time payment or self-register for full access to payment history and invoice payment management.
- Sign up or create an account at
    - SchoolSpecialty.com/payment (U.S. Customers)
    - SchoolSpecialty.ca/payment (Canadian Customers)
- Need help getting started? See our recommended Payment Portal Guides for getting started or check out our quick tips for navigating the invoice lists on our help site.

IMPORTANT! *The Payment Portal is a separate online platform from our School Specialty Website. The Payment Portal is the only platform that provides access to pay invoices online. You must create a separate username and password for the Payment Portal.*

Additional Questions?
Call School Specialty Customer Care
1-800-513-2465