

December 9th, 2019

Region 4 ESC
7145 West Tidwell Road
Houston, TX 77092

RE: Solicitation Number 19 – 18, RFP for Furniture, Installation, & Services

Thank you for the opportunity of submitting our proposal for your Request for Proposal Solicitation No. 19-18, Furniture, Installation, and Services. After reviewing the Scope of Work, terms, conditions, and requirements of the RFP, School Specialty is uniquely qualified to fulfill all aspects of a contract if extended to our company. School Specialty has over 25 years of successful experience working with large national agencies like Region 4/OMNIA Partners.

With a membership as large as OMNIA Partners, there is going to be a lot of skills require of the selected suppliers. Large assortment of product & services, communication, planning, coordinating, and scheduling is just a few of the main skills required to successfully complete the individual projects/orders for each OMNIA Partner, Public Sector member. School Specialty has the organization structure, financial strength, and available resources including a large assortment of suppliers and service providers that will enable us to exceed your members expectations. We can provide furniture for all school environments along with the appropriate services.

Our National Business Development Team will work with the various departments through-out our country to promote the contract through-out the length of a Master Agreement. 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 subcontract partners who all will play integral part in ensuring we provide exceptional product and services to your member agencies.

We have extended favorable discount pricing in our response which your members can utilize to help with their projects or every day purchases. We also listed the no charge services we offer: design services, furniture & equipment training by our local sales team members, inside delivery, and lift gate services that your Public Sector members can take advantage of for their projects/orders.

If awarded the contract, we look forward to working with OMNIA Partners.

Sincerely,



Leonard Adkins, Bids & Contracts Manager
E-Mail: Leonard.Adkins@schoolspecialty.com
Telephone #: (419)-589-1656

School Specialty, Inc.

Certificate of Corporate Resolution

The undersigned Assistant Secretary of School Specialty, Inc. (the "Corporation") hereby certifies that the Board of Directors of the Corporation unanimously adopted the following resolution on the 17th day of February 2004:

"RESOLVED that, the officers of School Specialty, Inc. or any its subsidiaries as specified on the attached Exhibit A entitled "Officers Authorized to Sign Bids" be and hereby are authorized to execute, deliver, and thereby bind the Corporation into bid agreements or any agreements regarding the purchase of inventory in the ordinary course of the Corporation's business."

Dated this: 12/09/2019



Name: Leonard Adkins
Title: Assistant Secretary

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

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

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

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

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

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

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
 - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

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

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

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

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

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

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



CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)

8/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1416709 School Specialty, Inc. and all of its direct and indirect subsidiaries PO Box 1579 Appleton WI 54912-1579	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Admiral Insurance Company	NAIC # 24856
	INSURER B : Federal Insurance Company	20281
	INSURER C : National Fire and Marine Insurance Co	20079
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 15641814 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	CA000005586-16	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	7359-66-19	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42-UMO-100045-07	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachment

15641814
Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Evidence of Insurance

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15641814**.

- Email: Chicagodelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

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, Inc.

Address 100 Paragon Parkway

City/State/Zip Mansfield, Ohio 44903

Telephone No. 419-589-1900 / 800-305-0174

Email Address leonard.adkins@schoolspecialty.com

Printed Name Leonard Adkins

Title Assistant Secretary

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TAB 2 – Products/Services/Pricing

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) **Products/Services/Pricing**

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

Response: See attachment #1, Discount Summary Sheet.

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

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

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

Response: Manufacturer Price Lists have been provided on a Flash Drive.

iii. Is pricing available for all products and services?

Response: Yes

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

Response: School Specialty, Inc. will provide the installation of products upon request. Installation costs, if necessary, will be quoted on a per job basis by the local Account Manager. Minimum charge for installation starts at \$30.00 per hour not to exceed maximum of \$65.00 per hour.

School Specialty will provide assistants with room(s) or entire school design layouts free of charge.

TAB 2 – Products/Services/Pricing - Continued

- iv. Describe any shipping charges.
- i. Describe delivery charges along with definitions for:
1. Dock Delivery
Response: Dock Delivery will be provided free of charge to all members.
 2. Inside Delivery
Response: Inside Delivery will be provided free of charge to all members.
 3. Deliver and Install
Response: School Specialty, Inc. will provide the installation of products upon request. Installation costs, if necessary, will be quoted on a per job basis by the local Account Manager. Minimum charge for installation starts at \$30.00 per hour not to exceed maximum of \$65.00 per hour.
- v. Provide pricing for warranties on all products and services.
Response: Product and service warranties will be provided at no additional charge. Product warranties have been provided on a Flash Drive including MSRP price lists for your reference.
- vi. Describe any return and restocking fees.
Response:
Returns:
- Contact Customer Care at 888-388-3224 or submit a request to School Specialty, Inc. within 30 days of shipment to request an authorization number. Product returned without authorization, additional items not part of the original authorization, or products arriving in an unsellable condition will not be eligible for credit and products will not be shipped back to the customer.
 - Repack items in the original shipping carton.
 - Include a copy of your packing list, invoice and details about what you are returning.
 - Include order and PO numbers for proper credit.
 - Custom orders made to the members specifications may not be subject to return.
- Restocking Fees**
- Unused merchandise, in sellable condition, not meeting your satisfaction, may be returned in its original or equal quality packaging within 30 days of the receipt of your order.
 - If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.
 - If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.
 - Most items will be subject to a 15% restocking fee.

TAB 2 – Products/Services/Pricing - Continued

Response to “vi” continued:

Freight Damage

- While we take extra care in ensuring that products arrive in excellent condition, occasional damage during shipment can occur. It is your responsibility to fully inspect your merchandise when it is delivered:
 - You are responsible for inspecting your merchandise when it is delivered. If there is excessive damage or the shipment is incorrect, you should refuse the shipment, locate your order number and call customer care at 888-388-3224.
 - If you signed for your order and later find that you have a problem with damage or an incorrect shipment, you must contact us within 5 days of receipt. If you wait beyond this period to inform us, we cannot be held responsible for damages or incorrect shipments and you will not receive credit.
- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- Response:** School Specialty can offer additional discounts for large quantity orders on an order by order basis. Our Sales force will work the individual OMNIA Partners, Public Sector members on extending the additional discounts.
- viii. Describe how customers verify they are receiving Contract pricing.
- Response:** School Specialty, Inc. ensures all members will receive contract pricing by having a select group of furniture estimators to price all opportunities. We will train all associates to understand how the contract pricing works to guarantee when contract pricing is requested that each member receives the same price every time. In addition, we provide this same contract pricing information to our Sales team so that they too are fully understanding of the contract pricing members require.
- ix. Describe payment methods offered.
- Response:** School Specialty, Inc. accepts check, credit card and ACH payments.
- x. Propose the frequency of updates to the Offeror’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- Response:** School Specialty, Inc. will provide price and item updates annually and reserve the right to add new items quarterly as our manufacturers provide updates.
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.
- Response:** Future product will receive agreed upon discount pricing that’s listed within the Master Agreement.

Attachment 1



SCHOOL SPECIALTY'S DISCOUNT SCHEDULE
SOLICITATION #19-18 - Furniture, Installation, and Related Services

Manufacturer	\$0 - \$25,000	\$25,001 - \$100,000	\$100,001 - \$250,000	\$250,001 +
Aurora Storage	33%	32%	34%	35%
Balt / Mooreco	37%	38%	41%	42%
Best-Rite / Mooreco	37%	38%	41%	42%
Vanerum & Soft Seating / Mooreco	28%	30%	33%	35%
Bird-in-Hand / Childcraft	68%	69%	70%	71%
Brodart	47%	48%	50%	52%
Califone	3%	7%	10%	13%
Carpets for Kids	20%	22%	25%	27%
CEF	20%	22%	25%	27%
Classroom Select	69%	70%	71%	71%
Classroom Select - Contemporary	71%	71%	72%	73%
Classroom Select - Inspo	67%	68%	69%	70%
Classroom Select - NeoClass	67%	68%	69%	70%
Classroom Select - Traditional	71%	71%	72%	73%
Royal Seating	71%	72%	73%	74%
Copernicus - not including Irover	28%	30%	33%	35%
Diversified Woodcrafts	50%	52%	54%	55%
Dukane	36%	38%	40%	42%
Eurotech	39%	41%	43%	45%
Fire King	34%	35%	37%	39%
Fleetwood	20%	22%	25%	27%
Fomcore	40%	42%	44%	45%
Global	36%	38%	41%	42%
Global - Offices To Go	42%	44%	46%	48%
Haskell	36%	38%	40%	42%
Horizon Seating	34%	36%	39%	40%
High Point	48%	50%	52%	53%
IFC	36%	38%	40%	42%
Interior Concepts	40%	42%	44%	45%
Ironwood	42%	43%	45%	47%
ISI	36%	38%	40%	42%
KFI Seating	47%	48%	50%	52%
Marvel - Zapf, MW, Mailroom	39%	41%	43%	45%
Marvel - Pronto	55%	56%	58%	59%
Marvel - Vizion	20%	22%	25%	27%
Media Technologies	36%	38%	40%	42%
National Public Seating / Oklahoma Sound	35%	37%	40%	41%
Nook	20%	22%	25%	27%
OFM	52%	53%	55%	56%
Perpetual	46%	47%	48%	50%
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	12%	12%	12%	12%
Smith System	20%	22%	25%	27%
Tenjam	36%	38%	40%	42%
Tesco	26%	28%	31%	33%
Ultra Play	2%	2%	2%	2%
Ultra Site	4%	5%	7%	8%

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 provides for dock/tailgate delivery during normal business hours (8:00 am - 4:00 pm, Monday-Friday). Additional delivery requirements such as inside delivery, lift gate, limited access sites and the exception of weekend deliveries will incur an additional expense and will be the responsibility of the member.

Installation costs, if necessary, will be quoted on a job by job basis with a minimum charge of

Discounts will remain firm for the term of this 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. New manufacturer list prices will be provided when available, with every effort made to provide 30 days advance notice. School Specialty F&E catalog discount is also free freight on all items with a 6 or 8 item number prefix.

TAB 3 –Performance Capabilities – Appendix D, Exhibit A

b) Performance Capability

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

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

The Distribution Segment provides a wide assortment of products, solutions and services to the education marketplace, primarily servicing the PreK-12 market, as well as new e-commerce and retail channels. Products include a comprehensive line of everyday consumables, specialized supplies, indoor and outdoor furniture and equipment, technology products, instructional teaching materials, and planning and student development products, among others. Distribution products are sold via a nationwide sales force, internal furniture quote specialists, and distribution network.

In section 3.3 Marketing/Sales within our response, we have outlined a plan for marketing the products and services to the OMNIA Partners, Public Sector. We have a Reports Departments who are led by Senior Business Analysts who will systemically track and report sales as set forth in the terms and conditions of the Master Agreement

TAB 3 –Performance Capabilities – Appendix D, Exhibit A

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
Response: School Specialty, Inc. has reviewed and noted any exceptions to Appendix D, Exhibit B on Appendix B.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
Response: School Specialty, Inc. has review and completed Appendix D, Exhibits F – Federal Funds Certifications and Appendix D, Exhibits G New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
Response: For emergency orders please contact our Customer Care department directly at 888-388-3224. Our Customer Care Department will work directly with our Distribution Centers to fulfill emergency orders the same day and provide real-time communication regarding order flow and delivery. Please note additional shipping charges may apply for rush/over-night orders.
- v. What is Offeror's average Fill Rate?
Response: YTD average fill rate is 95.18% YTD.
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
Response: YTD order cycle time is 5.60 YTD. Delivery times for items shipping direct from our manufacturers are variable. Most items ship within 2-6 weeks. This includes classroom and office furniture and equipment. Please contact School Specialty at 888-388-3224 and we would be happy to contact our manufacturer for estimated shipment dates.

Through our network of strategically located manufacturers' locations and our partnership with national and local carriers we can ship orders quickly to customers through-out the country. We can provide real-time tracking for orders through our website, or customers may contact our customer care department at 888-388-3224.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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)

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 for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? 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.

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

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES 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

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, Inc.

Address, City, State, and Zip Code: 100 Paragon Parkway, Mansfield, Ohio 44903

Phone Number: 419-589-1900 / 800-305-0174 Fax Number:
419-589-1449 / 800-818-5537

Printed Name and Title of Authorized Representative: Leonard Adkins, Assistant Secretary

Email Address: leonard.adkins@schoolspecialty.com

Signature of Authorized Representative: Leonard Adkins Date: 12/9/2019

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

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

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

Company Name: School Specialty, Inc.

Street: 100 Paragon Parkway

City, State, Zip Code: Mansfield, Oh 44903

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Leonard Adkins, an authorized representative of School Specialty, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Please see Attached.		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/9/2019
Date

Leonard Adkins, ASSISTANT SECRETARY
Authorized Signature and Title
Leonard Adkins, Assistant Secretary

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN BENEFICIAL OWNERS

The following table sets forth certain information as of the Record Date (unless otherwise specified) regarding the beneficial ownership of shares of Common Stock by each of our directors, our director nominees, the executive officers named in the summary compensation table (the "Named Executive Officers"), all of our directors, our director nominees, and executive officers as a group and each person believed by us to be a beneficial owner of more than 5% of the outstanding Common Stock. Except as otherwise indicated, the business address of each of the following is W63 16 Design Drive, Greenville, Wisconsin 54942.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Outstanding Shares (1)
Gus D. Halas	—	—
Justin C. Jacobs	2,423,516 (3)	34.6%
Justin Lu	—	—
Scott P. Scharfman	2,423,516 (2)	34.6%
Andrew E. Schultz	—	—
Kevin L. Baehler	42,654(5)	*
Ryan M. Bohr	103,088 (5)	*
Edward J. Carr, Jr.	— (6)	—
Todd A. Shaw	49,497(5)	*
Joseph M. Yorio	243,506 (4) (5)	3.5%
All executive officers and directors as a group (10 persons)	2,862,261 (5)	40.98%
Mill Road Capital II, L.P.(2) Mill Road Capital II GP Scott P. Scharfman Thomas E. Lynch 382 Greenwich Avenue Suite One Greenwich, CT 02210	2,423,516	34.6%
Zazove Associates, LLC (7) Zazove Associates, Inc. Gene T. Pretti 1001 Tahoe Blvd. Incline Village, NV 89451	720,139	10.3%
Saybrook Corporate Opportunity Fund II, L.P. (8) SCOF II Side Pocket Fund, L.P. COF II Bonds Acquisition, LLC Jonathan Rosenthal Kenneth Slutsky 11400 W. Olympic Blvd., Suite 1400 Los Angeles, CA 90064	444,269	6.3%
Virginia Retirement System (9) 1200 East Main Street Richmond, VA 23219	396,032	5.7%

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Outstanding Shares (1)
Anson Funds Management LP (10) Anson Management GP LLC Bruce R. Winson 5950 Berkshire Lane, Suite 210 Dallas, Texas 75225 Anson Advisors Inc. Amin Nathoo Moez Kassam 155 University Ave, Suite 207 Toronto, ON M5H 3B7	393,775	5.6%

* Less than 1% of the outstanding Common Stock.

- (1) Based on 7,009,739 shares of Common Stock outstanding as of the Record Date.
- (2) Based on Amendment No. 2 to Schedule 13D filed with the SEC on June 21, 2018, Mill Road Capital II, L.P. (the "Fund") had sole voting and sole dispositive power over 2,423,516 shares of Common Stock. The 2,423,516 shares reported are directly held by the Fund. Mill Road Capital II GP (the "GP") is the sole general partner of the Fund and has sole authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the 2,423,516 shares on behalf of the Fund. Mr. Scharfman, a director of the Company, and Mr. Lynch are management committee directors of the GP and have shared authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the 2,423,516 shares on behalf of the GP. Each of the Fund, the GP, Mr. Lynch and Mr. Scharfman disclaims beneficial ownership of such shares except to the extent of its or his pecuniary interest therein.
- (3) The shares include 2,423,516 shares directly held by the Fund. Mr. Jacobs is a management committee director of the GP, which is the sole general partner of the Fund and has sole authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, these shares on behalf of the Fund. Mr. Jacobs disclaims beneficial ownership of such shares except to the extent of his pecuniary interest therein, if any.
- (4) This information is as of February 1, 2019, the date Mr. Yorio resigned as President and Chief Executive Officer and a member of the Board of Directors. His exercisable options, totaling 233,506, will expire on May 2, 2019 unless exercised on or prior to May 2, 2019.
- (5) Includes the following number of shares of Common Stock that may be acquired within 60 days of the Record Date through the exercise of stock options: Mr. Yorio – 233,506 shares; Mr. Bohr – 92,750 shares; Mr. Shaw – 47,250 shares; Mr. Baehler – 38,500 shares; and all executive officers and directors as a group – 412,006.
- (6) This information is as of July 5, 2018, the date Mr. Carr's employment as the Executive Vice President and Chief Sales Officer ended.
- (7) Based on Amendment No. 4 to Schedule 13D filed with the SEC on June 25, 2018, the parties beneficially owned and had sole voting and dispositive power over 720,139 shares of Common Stock. According to the filing, the shares of Common Stock covered by the report are held in accounts over which Zazove Associates, LLC has discretionary authority. Zazove Associates, Inc. is the managing member of Zazove Associates, LLC, and Mr. Pretti is a control person of Zazove Associates, Inc. and CEO and senior portfolio manager of Zazove Associates, LLC.
- (8) Based on Amendment No. 2 to Schedule 13G filed with the SEC on February 14, 2019, the parties had shared voting and dispositive power over 444,269 shares of Common Stock.
- (9) Based on Amendment No. 2 to Schedule 13G filed with the SEC on February 13, 2018, the party beneficially owned and had sole voting and dispositive power over 396,032 shares of Common Stock.

-
- (10) Based on Amendment No. 6 to Schedule 13G filed with the SEC on February 14, 2019, the parties had shared voting and dispositive power over 393,775 shares of Common Stock. Anson Funds Management LP, a Texas limited partnership ("Anson"), and Anson Advisors Inc., an Ontario, Canada corporation ("Anson Advisors"), serve as co-investment advisors to private funds that hold the shares of Common Stock. As the general partner of Anson, Anson Management GP LLC, a Texas limited liability company ("Anson GP"), may direct the vote and disposition of the 393,775 shares of Common Stock held by the funds. As the principal of Anson and Anson GP, Mr. Winson may direct the vote and disposition of the 393,775 shares of Common Stock held by the funds. As directors of Anson Advisors, Mr. Kassam and Mr. Nathoo may each direct the vote and disposition of the 393,775 shares of Common Stock held by the funds.

NON-COLLUSION AFFIDAVIT

Company Name: School Specialty, Inc.

Street: 100 Paragon Parkway

City, State, Zip Code: Mansfield, Oh 44903

State of Ohio

County of Richland

I, Leonard Adkins of
the Mansfield
Name City

in the County of Richland, State of
Ohio

of full age, being duly sworn according to law on my oath depose and say that:

I am the Assistant Secretary of the firm of
School Specialty, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

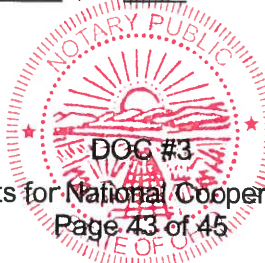
School Specialty, Inc.
Company Name

Leonard Adkins, ASSISTANT SECRETARY
Authorized Signature & Title
Leonard Adkins - Assistant Secretary

Subscribed and sworn before me

this 9th day of December, 2019

Brenda Huffman
Notary Public of Ohio
My commission expires 6/27, 2023



SEAL



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

Company Name: School Specialty, Inc.

Street: 100 Paragon Parkway

City, State, Zip Code: Mansfield, Ohio 44903

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) xx

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the N/A
- 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.

12/9/2019
12-9-2019
Date

Leonard Adkins, ASSISTANT SECRETARY
Authorized Signature and Title
Leonard Adkins - Assistant Secretary

**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 its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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



Signature of Procurement Agent

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."

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

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:

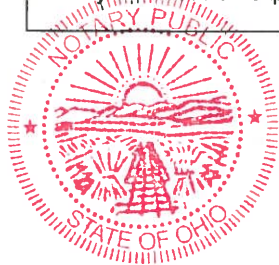
- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: Please see attached.

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>9th</u> day of December, 2019	<u>Leonard Adkins</u> (Affiant)
(Notary Public) <u>Brenda Huffman</u>	<u>Leonard Adkins, Assistant Secretary</u> (Print name & title of affiant)
My Commission expires: <u>6/27/2023</u>	(Corporate Seal)



BRENDA HUFFMAN
 NOTARY PUBLIC,
 STATE OF OHIO
 My Commission Expires
 June 27, 2023

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SCHOOL SPECIALTY, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF JUNE, A.D. 2013.



5345332 8300

130760705

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0501266

DATE: 06-11-13

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN BENEFICIAL OWNERS

The following table sets forth certain information as of the Record Date (unless otherwise specified) regarding the beneficial ownership of shares of Common Stock by each of our directors, our director nominees, the executive officers named in the summary compensation table (the "Named Executive Officers"), all of our directors, our director nominees, and executive officers as a group and each person believed by us to be a beneficial owner of more than 5% of the outstanding Common Stock. Except as otherwise indicated, the business address of each of the following is W6316 Design Drive, Greenville, Wisconsin 54942.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Outstanding Shares (1)
Gus D. Halas	—	—
Justin C. Jacobs	2,423,516 (3)	34.6%
Justin Lu	—	—
Scott P. Scharfman	2,423,516 (2)	34.6%
Andrew E. Schultz	—	—
Kevin L. Baehler	42,654 (5)	*
Ryan M. Bohr	103,088 (5)	*
Edward J. Carr, Jr.	— (6)	—
Todd A. Shaw	49,497 (5)	*
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Virginia Retirement System (9) 1200 East Main Street Richmond, VA 23219	396,032	5.7%

<u>Name and Address of Beneficial Owner</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percent of Outstanding Shares (1)</u>
Anson Funds Management LP (10) Anson Management GP LLC Bruce R. Winson 5950 Berkshire Lane, Suite 210 Dallas, Texas 75225 Anson Advisors Inc. Amin Nathoo Moez Kassam 155 University Ave, Suite 207 Toronto, ON M5H 3B7	393,775	5.6%

* Less than 1% of the outstanding Common Stock.

- (1) Based on 7,009,739 shares of Common Stock outstanding as of the Record Date.
- (2) Based on Amendment No. 2 to Schedule 13D filed with the SEC on June 21, 2018, Mill Road Capital II, L.P. (the "Fund") had sole voting and sole dispositive power over 2,423,516 shares of Common Stock. The 2,423,516 shares reported are directly held by the Fund. Mill Road Capital II GP (the "GP") is the sole general partner of the Fund and has sole authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the 2,423,516 shares on behalf of the Fund. Mr. Scharfman, a director of the Company, and Mr. Lynch are management committee directors of the GP and have shared authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the 2,423,516 shares on behalf of the GP. Each of the Fund, the GP, Mr. Lynch and Mr. Scharfman disclaims beneficial ownership of such shares except to the extent of its or his pecuniary interest therein.
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- (5) Includes the following number of shares of Common Stock that may be acquired within 60 days of the Record Date through the exercise of stock options: Mr. Yorio – 233,506 shares; Mr. Bohr – 92,750 shares; Mr. Shaw – 47,250 shares; Mr. Baehler – 38,500 shares; and all executive officers and directors as a group – 412,006.
- (6) This information is as of July 5, 2018, the date Mr. Carr's employment as the Executive Vice President and Chief Sales Officer ended.
- (7) Based on Amendment No. 4 to Schedule 13D filed with the SEC on June 25, 2018, the parties beneficially owned and had sole voting and dispositive power over 720,139 shares of Common Stock. According to the filing, the shares of Common Stock covered by the report are held in accounts over which Zazove Associates, LLC has discretionary authority. Zazove Associates, Inc. is the managing member of Zazove Associates, LLC, and Mr. Pretti is a control person of Zazove Associates, Inc. and CEO and senior portfolio manager of Zazove Associates, LLC.
- (8) Based on Amendment No. 2 to Schedule 13G filed with the SEC on February 14, 2019, the parties had shared voting and dispositive power over 444,269 shares of Common Stock.
- (9) Based on Amendment No. 2 to Schedule 13G filed with the SEC on February 13, 2018, the party beneficially owned and had sole voting and dispositive power over 396,032 shares of Common Stock.

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Certification of Non-Involvement in Prohibited Activities in Iran

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 19-18

Bidder/Offeror: School Specialty, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Leonard Adkins

Signature: 

Title: Assistant Secretary

Date: 12/9/2019

DOC #7

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

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

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

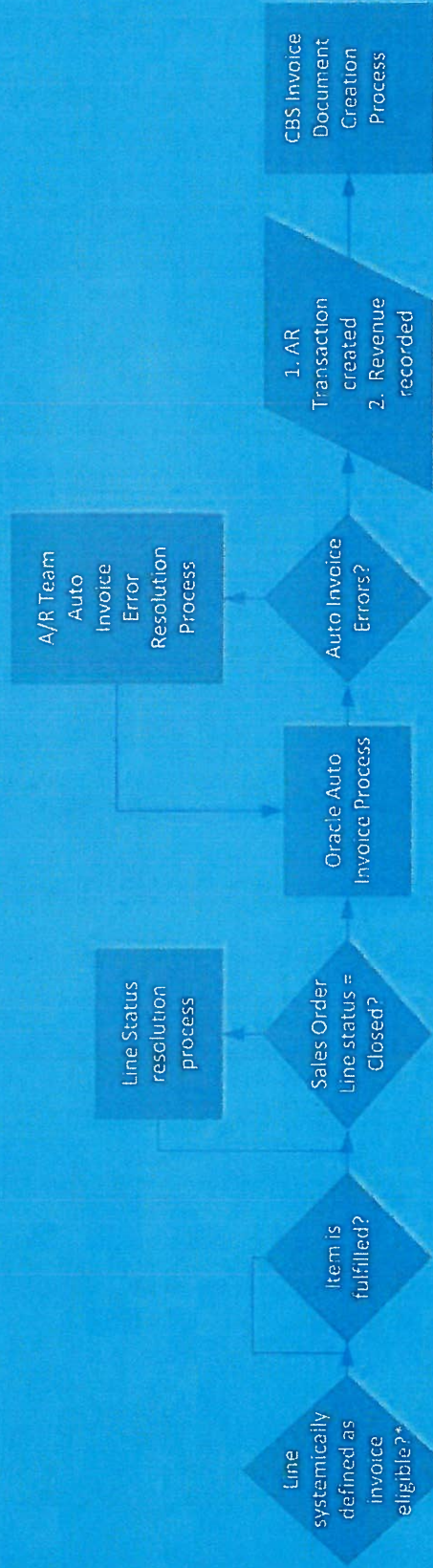
Taxpayer Name: SCHOOL SPECIALTY, INC
Trade Name:
Address: W6316 DESIGN DR
GREENVILLE, WI 54942-8884
Certificate Number: 0092743
Effective Date: March 03, 1999
Date of Issuance: October 02, 2019

For Office Use Only:
20191002080107940

Accounts Receivable

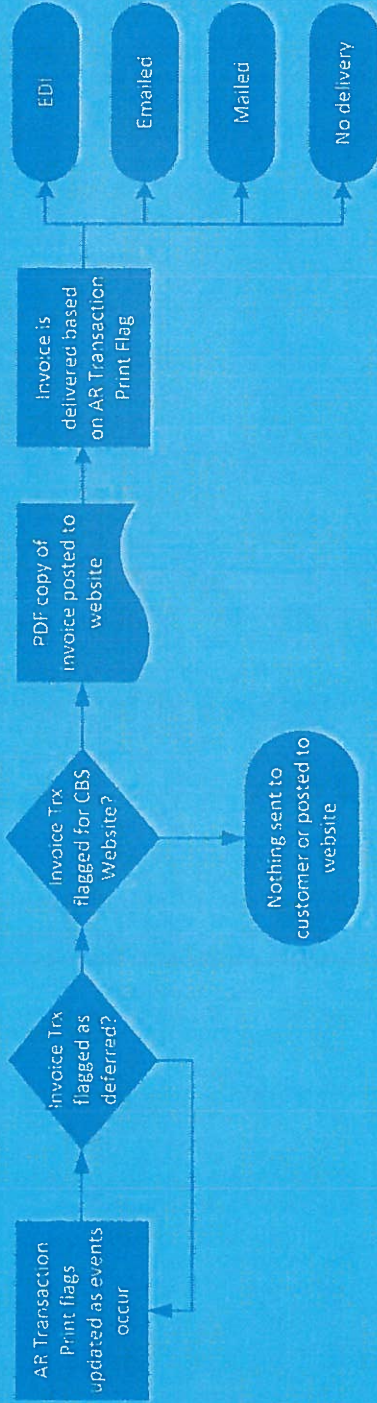
Accounts Receivable – Invoicing – Rhonda Buss

Auto Invoice Process



* eg. Line type invoiceable, item invoiceable

Invoice Document Process





January 4th, 2019

To: Whom It May Concern:

This letter is to confirm that the following bank account information for SCHOOL SPECIALTY INC valid and current as of the date of this correspondence.

Account Name: SCHOOL SPECIALTY INC
Account Number: 008666687498
Length of Relationship: 10/30/13

The **ACH** information you will need is:

Bank of America
1401 Elm Street 2nd Floor
Dallas, TX 75202
Routing number: 071000039

If you are sending funds via **Wire**, the instructions are:

Bank of America
100 West 33rd Street
New York, NY 10001
Routing number: 026009593
Swift Code: BOFAUS3N
CHIPS number: 0959

Sincerely,

A handwritten signature in blue ink that reads "Amber Penney".

Amber Penney
Dedicated Service Director
Client Fulfillment and Service
Bank of America Merrill Lynch
Bank of America, N.A.



Office: W6316 Design Drive, Greenville, WI 54942
Mailing: P.O. Box 1579, Appleton, WI 54912-1579
Phone: (888) 388-3224 Fax: (888) 388-6344
www.schoolspecialty.com

School Specialty, Inc. is a publicly held Delaware corporation, and has been in business since 1959. As you requested, we are providing our credit references, so that we may purchase on account.

Banking Reference:

Bank of America

135 South La Salle Street
Chicago, IL 60603
Contact: Brad Breidenbach
Email: brad.h.breidenbach@baml.com
Phone: (312) 992-6101

Trade References:

Pacon Corp

PO Box 179
Appleton, WI 54912-0179
Contact: Steve Spangenberg
Phone: (920) 830-5278
Fax: (800) 332-5099

United Scientific Supplies Inc

3055 North Oak Grove Ave
Waukegan, IL 60087
Contact: Raj Soni
Phone: (847) 336-7556
Fax: (847) 336-7571

Sanford A Division Of Newell Rubbermaid

29 East Stephenson St
Freeport, IL 61032
Contact: Sandy May
Phone: (815) 266-0079
Fax: (815) 266-8789
sandra.may@newellco.com

Additional Information:

- Federal Tax Number is 39-0971239
- D&B number is 079118224
- Standard & Poor's Local Long Term Credit Rating: B
- Moody's Long Term Credit rating: Caa1

When contacting School Specialty about the status of invoices, please ask for the accounts payable department. Thank you.

Sincerely,
Kevin L. Baehler
Kevin L. Baehler
Senior Vice President and Chief Accounting Officer
School Specialty, Inc.

SCHOOL SPECIALTY, INC.

D-U-N-S® 07-911-8224
 OTO SCOO
 Headquarters
 W6316 Design Dr,
 Greenville, WI 54942

Phone 920 734-5712

Business Information Report

Purchase Date: 01/10/2019
 Last Update Date: 07/03/2018
 Attention: Michelle

Executive Summary

Company Info

Year Started	1959	Trade Styles	SCHOOL SPECIALTY
Control Year	1959	Sales (Financial Statement)	\$658,383,000
CEO	JOSEPH M YORIO, PRES-CEO	Net Worth (Financial Statement)	86,768,000
Employees	1,264	As of 09/29/2018	
Employees Here	Undetermined at this location		
Working Capital	\$124,686,000		

D&B Rating

D&B Rating

5A3

Financial Strength

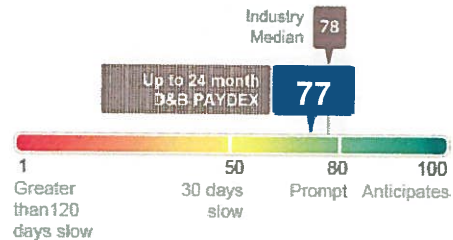


Composite Credit Appraisal

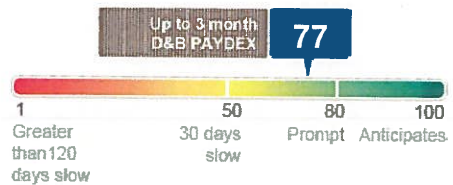


D&B PAYDEX®

Up to 24 month D&B PAYDEX



Up to 3 month D&B PAYDEX



D&B Viability Rating

D&B Viability Rating



1	Viability Score 	4	Portfolio Comparison 								
A	Data Depth Indicator 	A	Company Profile <table border="1"> <tr> <th>Financial Data</th> <th>Trade Payments</th> <th>Company Size</th> <th>Years in Business</th> </tr> <tr> <td>Available</td> <td>Available (3+Trade)</td> <td>Large</td> <td>Established</td> </tr> </table>	Financial Data	Trade Payments	Company Size	Years in Business	Available	Available (3+Trade)	Large	Established
Financial Data	Trade Payments	Company Size	Years in Business								
Available	Available (3+Trade)	Large	Established								

Business Information

Business Summary Branch & Division YES Financing SECURED Financial Condition FAIR SIC 5049 Whol professional equipment & furniture; ret mail-order house NAICS 423490 Other Professional Equipment and Supplies Merchant Wholesalers History Status CLEAR	Credit Capacity Summary D&B Rating 5A3 Prior D&B Rating 5A3 Rating Date 02/03/2017 Payment Activity (based on 209 experiences) USD Average High Credit \$158,781 Highest Credit 10,000,000 Total Highest Credit 24,750,750
	Financial Strength 5A
	Composite Credit Appraisal 3

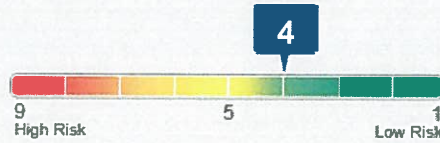
D&B Viability Rating

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.

1	Viability Score
Compared to All US Businesses within D&B Database: <ul style="list-style-type: none"> • Level of risk: Low Risk • Businesses ranked 1 have a probability of becoming no longer viable: 0.2% • Percentage of businesses ranked 1: 0.3% • Across all US businesses, the average probability of becoming no longer viable: 14% 	

4

Portfolio Comparison



Compared to all Businesses within the same MODEL SEGMENT:

Model Segment: Available Financial Data

- Level of risk: **Low Risk**
- Businesses ranked 4 within this model segment have a probability of becoming no longer viable: **0.3%**
- Percentage of businesses ranked 4 within this model segment: **13%**
- Within this model segment, the average probability of becoming no longer viable: **0.6%**

A

Data Depth Indicator



Data Depth Indicator Details:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available (3+Trade)**
- Business Size: **Large** (Employees:50+ or Sales: \$500K+)
- Years in Business: **Established (5+)**

Business History

Officers
 GUS D HALAS, CHB+;
 JOSEPH M YORIO, PRES-CEO+;
 RYAN BOHR, EXEC V PRES-COO;
 KEVIN BAEHLER, EXEC V PRES-CFO;
 EDWARD J CARR JR, EXEC V PRES-CSO;
 TODD A SHAW, EXEC V PRES-CSCO

Directors The officers identified by (+) and Justin Lu, Scott P Scharfman and Andrew E Schultz.

As of 07/03/2018

The Delaware Secretary of State's business registrations file showed that School Specialty, Inc. was registered as a Corporation on June 4, 2013, under the file registration number 5345332.

Business started 1959.

The company (School Specialty) was founded in October 1959, was acquired by U.S. Office Products in May 1996. In June 1998, School Specialty was spun-off from U.S. Office Products in a tax-free transaction. In August 2000, the company was reincorporated from Delaware to Wisconsin. In June, 1998, U.S. Office Products distributed to its shareholders all of the Common Stock of School Specialty in a spin-off transaction. In August 2000, the company was reincorporated from Delaware to Wisconsin.

Pursuant to the Reorganization Plan, the company consummated a reincorporation merger (the Reincorporation) where the company merged with and into its wholly owned subsidiary, SSI Merger Sub Inc., a Delaware corporation, pursuant to the terms of a Plan of Merger dated as of June 11, 2013. The effective date of the Reincorporation was June 11, 2013. As a result of the Reincorporation, the company is now a Delaware corporation.

The company's common stock is traded on the OTC Markets under the symbol "SCOO". As of February 28, 2017, there were approximately 175 record holders of the common stock of the company. As of April 20, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: Mill Road Capital II, LP, Mill Road Capital II GP, Scott P Scharfman and Thomas E Lynch (21.3%); Zazove Associates, LLC, Zazove Associates, Inc and Gene T Pretti (16.2%); Steel Excel Inc, Steel Partners Holdings LP, SPH Group LLC, SPH Group Holdings LLC and Steel Partners Holdings GP Inc (9.9%); Saybrook Corporate Opportunity Fund II, LP, SCOF II Side Pocket Fund, LP, COF II Bonds Acquisition, LLC, Jonathan Rosenthal and Kenneth Slutsky (6.3%); Virginia Retirement System (5.7%); Anson Funds Management LP, Anson Management GP LLC, Bruce R Winson, Anson Advisors Inc, Adam Spears and Moez Kassam (5.6%); and Scott P Scharfman (21.3%). As of the same date, officers and directors as a group beneficially owns 26.8% of the company's outstanding shares.

RECENT EVENTS.

On August 18, 2017, the company completed the acquisition of the assets of Triumph Learning, LLC (Triumph Learning) pursuant to the terms of an Asset Purchase Agreement by and among School Specialty and Triumph Learning, LLC, a Delaware limited liability company. School Specialty acquired all of the assets of Triumph Learning for \$20,376 plus the assumption of certain liabilities. At closing, \$18,114 of the total purchase price was paid using the Company's existing debt facilities.

On July 26, 2016, the company sold its 35% interest in Carson Dellosa Publishing LLC for \$9,839,000.

GUS D HALAS. He is the company's Chairman of the Board and has been a Director of the company since July 2015. From 2011 to 2013, he served as the President and CEO of Central Garden & Pet Company. From 2009 to 2015, he served as a Senior Advisor to White Deer Energy.

JOSEPH M YORIO. He joined the company as its President, CEO and as a Director in April 2014. Prior to joining the company, he served as the President and CEO of NYX Global LLC, from January 2011 to April 2014. Concurrently, he also performed the duties and responsibilities of Managing Director for Vertx. Prior to that, he was the President from March 2009 to December 2010 and CEO from June 2009 to December 2010 of Xe Services LLC (now known as Academi). He served as the Vice President, US and North American Air Hub Operations with DHL Express. Prior to that, he was the President of the Central Midwest Division of Corporate Express.

RYAN BOHR. He has served as the Executive Vice President and COO of the company since June 2017. He previously served as the company's Executive Vice President and CFO from October 2014 to June 2017. Prior to joining the company, he served as the CEO of Fresh Matters LLC from January 2014 to October 2014 after serving as an operations advisor to the company during 2013. Prior to that, he was a Partner at Hilco Equity Partners where he worked from March 2003 to December 2012.

KEVIN BAEHLER. He has served as the Executive Vice President and CFO of the company since June 2017. He joined the company in 2004 and since then he has held several positions with the company. He is a CPA.

EDWARD J CARR JR. He has served as the Executive Vice President and Chief Sales Officer (CSO) of the company since January 2015. Prior to joining the company, he served as the Corporate Vice President of Sales with Reinhart Foodservice (RFS), LLC, from January 2014 to January 2015. He served as the RFS Board member on the Boards of Directors for the International Foodservice Distributors Association (IFDA) and the Distribution Market Advantage (DMA). Prior to RFS, he served as the Executive Vice President of Sales and Marketing of Nicholas and Company, from June 2006 to January 2014.

TODD A SHAW. He has served as the Executive Vice President and Chief Supply Chain Officer (CSCO) of the company since June 2017. He previously served as the company's Vice President, Operational Excellence and Continuous Improvement from July 2014 to November 2014 and as the Executive Vice President, Operations from December 2014 to June 2017. Prior to joining the company, he served as the Vice President of Operations of Prolitec Inc from September 2011 to July 2014. Prior to that, he served as the COO of NYX Global LLC, from October 2010 to September 2011. From May 2009 to October 2010, he served as the Senior Vice President of Facility Services and Logistics of Xe Services LLC (now known as Academi).

JUSTIN LU. Director of the company since June 2013. He is a Principal and Assistant High Yield Portfolio Manager at Zazove Associates (Zazove). He has been employed by Zazove since 2002.

SCOTT P SCHARFMAN. Director of the company since January 2018. He has served as a Managing Director of Mill Road Capital (Mill Road), since 2006. He has served as the Chairman of the Board of PRT Growing Services, since 2012 and has served as the Chairman of the Board of RG Barry Corporation, since 2014.

ANDREW E SCHULTZ. Director of the company since July 2015. He has been a member of Holding Capital Group, since 1999. From 1992 to 1999, he served as the Vice President and General Counsel of Greenwich Hospital.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Jul 06 2018:

Registered Name	SCHOOL SPECIALTY, INC.	Registration ID	5345332	Filing Date	06/04/2013
Business Type	DOMESTIC CORPORATION	Status	STATUS NOT AVAILABLE	Registered Agent	THE CORPORATION TRUST COMPANY CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 198010000
Corporation Type	NOT AVAILABLE	Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE		
Incorporated Date	06/04/2013				
State of Incorporation	DELAWARE				

Government Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	N/A
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	Yes		
Contractor	Yes		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 07/03/2018

Description: The company, together with its subsidiaries, distributes supplies, furniture, technology products, supplemental learning products and curriculum solutions to the education marketplace.

The company's Distribution segment offers office products, classroom supplies, janitorial and sanitation supplies, school equipment, planning and development products, physical education products, art supplies and paper and others; supplemental learning materials, teaching resources, special needs and education products, early childhood offerings, classroom technology, planning and student development and school health and furniture; and project management and design services for school refurbishment and new construction projects. This segment provides its products primarily under the Childcraft, Sax Arts & Crafts, Califone, Premier Agendas, Classroom Select, Sportime, Abilitations, Hammond & Stephens, SPARK, Brodhead Garrett, School Smart, Royal Seating and Projects by Design brands.

Its Curriculum segment develops standards-based curriculum products, supplemental and intervention curriculum materials, instructional programs and student assessment tools in the areas of science, math and reading and math intervention, as well as comprehension, vocabulary, spelling and grammar. This segment sells its products to teachers, curriculum specialists and other educators under various product lines, such as 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 and S.P.I.R.E.

TRADEMARK (S): School Specialty, Education Essentials, School Smart, Royal Seating, Projects by Design, Academy of Reading, Academy of Math, abc School Supply, Integrations, Abilitations, Brodhead Garrett, Califone, Childcraft, ClassroomDirect, Coach, Buckle Down, Frey Scientific, Hammond & Stephens, Premier Agendas, Sax Arts & Crafts, Sax Family & Consumer Sciences, Sportime, Delta Education, Neo/SCI, CPO Science, EPS and AutoSkill, SSI GUARDIAN, Soar Life Products, FOSS, ThinkMath!, SPARK™ and FranklinCovey Seven Habits.

Terms are cash and on contract basis. Sells to wholesalers, retailers, general public and commercial concerns. Territory : United States and Canada.

The company's business is subject to seasonal influences. The company's historical revenues and profitability have been dramatically higher in the periods from June through September, primarily due to increased shipments to customers coinciding with the start of each school year.

Employees: 1,264 which includes officer(s). Undetermined employed here. The company also employs many seasonal employees during the late spring and summer months.

Facilities: Leases 332,000 sq. ft. in a building.

Special Events

As of 11/10/2018

EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 29, 2018: Revenue of \$558,839,000, Net Income of (\$104,000); compared to Revenue of \$545,928,000, Net Income of \$17,508,000 for the comparable period in the prior year.

As of 08/08/2018

EARNINGS UPDATE: According to published reports, comparative operating results for the 6 months ended June 30, 2018: Revenue of \$268,559,000, Net Income of (\$18,660,000); compared to Revenue of \$257,288,000, Net Income of (\$16,640,000) for the comparable period in the prior year.

Industry Data

SIC

Code	Description
50499906	School supplies
50210000	Furniture
50210100	Office and public building furniture
50210109	School desks
59619908	Educational supplies and equipment, mail order

NAICS

Code	Description
423490	Other Professional Equipment and Supplies Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423210	Furniture Merchant Wholesalers
423210	Furniture Merchant Wholesalers
454110	Electronic Shopping and Mail-Order Houses

Family Tree

Divisions Domestic

SCHOOL SPECIALTY, INC.
(D-U-N-S®:03-807-0848)
AKA: FRANK SHAFFER PUBLICATIONS AND CHILDRENS PUBLISHING
3195 WILSON DR NW, GRAND RAPIDS, MI 49534-7565

SCHOOL SPECIALTY, INC.
(D-U-N-S®:60-570-9810)
AKA: NEO/SCI
100 AVIATION AVE, ROCHESTER, NY 14624-4776

Branches Domestic

SCHOOL SPECIALTY, INC.
(D-U-N-S®:02-638-3013)
AKA: SAX ARTS AND CRAFTS
2405 S CALHOUN RD, NEW BERLIN, WI 53151-2709

SCHOOL SPECIALTY, INC.
(D-U-N-S®:02-715-0635)
4500 AIRWAYS BLVD, SOUTHAVEN, MS 38671

SCHOOL SPECIALTY, INC.
(D-U-N-S®:07-898-6986)
AKA: HAMMOND & STEPHENS
1845 N AIRPORT RD, FREMONT, NE 68025-2965

SCHOOL SPECIALTY, INC.
(D-U-N-S®:09-096-2572)
MILWAUKEE, WI 53268-0001

SCHOOL SPECIALTY, INC.
(D-U-N-S®:11-740-0150)
AKA: NEW ENGLAND SCHOOL SUPPLY
101 ALMGREN DR, AGAWAM, MA 01001-3828

SCHOOL SPECIALTY, INC.
(D-U-N-S®:12-018-2527)
AKA: EDUCATIONAL ESSENTIAL
1960 N 400 W, CLEARFIELD, UT 84015-3519

SCHOOL SPECIALTY, INC.
(D-U-N-S®:11-966-6357)
3825 S WILLOW AVE STE 101, FRESNO, CA 93725-9025

SCHOOL SPECIALTY, INC.
(D-U-N-S®:14-348-7523)
AKA: SCHOOL SPECIALTY CHILDREN'S PUBLISHING
8720 ORION PL STE 200, COLUMBUS, OH 43240-2111

SCHOOL SPECIALTY, INC.
(D-U-N-S®:60-570-7988)
AKA: EDUCATORS PUBLISHING SERVICE
625 MOUNT AUBURN ST STE 4, CAMBRIDGE, MA 02138-4555

SCHOOL SPECIALTY, INC.
(D-U-N-S®:62-367-4921)
912 BRESTOL CT W, BEDFORD, TX 76021-2304

SCHOOL SPECIALTY, INC.
(D-U-N-S®:78-513-3112)
W6316 DESIGN DR, GREENVILLE, WI 54942-8404

SCHOOL SPECIALTY, INC.
(D-U-N-S®:80-859-4238)
CLEVELAND, OH 44193-0001

SCHOOL SPECIALTY, INC.
(D-U-N-S®:83-357-6945)
2480 BRIARCLIFF RD NE, ATLANTA, GA 30329-3034

SCHOOL SPECIALTY, INC.
(D-U-N-S®:96-753-4397)
AKA: FREY SCIENTIFIC SCHOOL
80 NORTHWEST BLVD, NASHUA, NH 03063-4067

SCHOOL SPECIALTY, INC.
(D-U-N-S®:00-222-1489)
AKA: J L HAMMETT CO
1 PALIOTTI PKWY, LYONS, NY 14489-1315

SCHOOL SPECIALTY, INC.
(D-U-N-S®:08-828-9376)
AKA: BECKLEY-CARDY GROUP
104 OLDE SPRINGS RD, COLUMBIA, SC 29223-6022

SCHOOL SPECIALTY, INC.
(D-U-N-S®:87-901-9529)
AKA: SCHOOL SPECIALTY SUPPLY
W6316 DESIGN DR, GREENVILLE, WI 54942-8404

SCHOOL SPECIALTY, INC.
(D-U-N-S®:82-922-8035)
2725 S MOORLAND RD, NEW BERLIN, WI 53151-3720

SCHOOL SPECIALTY, INC.
(D-U-N-S®:02-701-3781)
3395 W COLLEGE AVE, APPLETON, WI 54914-3921

SCHOOL SPECIALTY, INC.
(D-U-N-S®:83-278-4933)
N5602 LAKE SHORE DR, HILBERT, WI 54129-9205

SCHOOL SPECIALTY, INC.
(D-U-N-S®:05-248-9571)
733 E EIGHTH ST STE 110, TRAVERSE CITY, MI 49686-2665

SCHOOL SPECIALTY, INC.
(D-U-N-S®:96-882-2614)
AKA: EDUCATORS PUBLISHING SERVICE
MILWAUKEE, WI 53268

SCHOOL SPECIALTY, INC.
(D-U-N-S®:96-990-3934)
100 PARAGON PKWY, MANSFIELD, OH 44903-8056

SCHOOL SPECIALTY, INC.
(D-U-N-S®:80-736-9488)
AKA: SPARK/SSI
438 CAMINO DEL RIO S STE 110, SAN DIEGO, CA 92108-3546

SCHOOL SPECIALTY, INC.
(D-U-N-S®:07-913-7653)
140 MARBLE DR., LANCASTER, PA 17601-6812

Subsidiaries Domestic

CHILDCRAFT EDUCATION CORP.; (D-U-N- S@:00-146-8792) AKA: ABC SCHOOL SUPPLY 1156 FOUR STAR DR, MOUNT JOY, PA 17552-8884	SPORTIME, LLC (D-U-N- S@:02-638-4094) AKA: SPORTIME 3175 NORTHWOODS PKWY, NORCROSS, GA 30071-1539	DELTA EDUCATION, LLC (D-U-N- S@:06-675-6271) AKA: CPO SCIENCE 80 NORTHWEST BLVD, NASHUA, NH 03063-4067	BIRD-IN-HAND WOODWORKS, INC.; (D-U-N- S@:06-979-9047) 3031 INDUSTRY DR, LANCASTER, PA 17603-4073	GLOBAL VIDEO, LLC (D-U-N- S@:12-131-1471) AKA: GUIDANCE CHANNEL 1000 WOODBURY RD STE 1, WOODBURY, NY 11797-2530
PREMIER AGENDAS, INC. (D-U-N- S@:80-791-0047) AKA: PREMIER SCHOOL AGENDAS 400 SEQUOIA DR STE 200, BELLINGHAM, WA 98226-7634	SAX ARTS & CRAFTS, INC (D-U-N- S@:19-485-9364) AKA: SAX ARTS CRAFTS 3825 S WILLOW AVE, FRESNO, CA 93725-9025	SPORTIME INTERNATIONAL LLC; (D-U-N- S@:18-928-6144) W6316 DESIGN DR, GREENVILLE, WI 54942-8404		

Subsidiaries Global

School Specialty Literacy and Intervention; (D-U-N- S@:25-138-0700) 555 Legget Dr Suite 600, KANATA, CARLETON K2K 2X3, CA	
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This list is limited to the first 25 branches, subsidiaries, divisions and affiliates, both domestic and international. Please use the Global Family Linkage Link above to view the full listing.

Financial Statements

Statement Update

Interim Consolidated statement dated SEP 29 2018:

Assets	USD	Liabilities	USD
Current Assets		Current Liabilities	
Cash	\$7,922,000	Accts Pay	\$43,219,000
Accts Rec	175,111,000	Contract Liabilities	7,232,000
Inventory	96,024,000	Accruals	31,201,000
Prepaid Exps & Other Current Assets	17,731,000	L.T. Liab-(1yr)	90,450,000
Total Current Assets	296,788,000	Total Current Liabilities	172,102,000
Non Current Assets		Non Current Liabilities	
Fixt & Equip	31,732,000	Long-Term Debt-Net	128,830,000
Goodwill	26,842,000	Other Liabilities	569,000
Intangible Assets-Net	34,245,000	COMMON STOCK	7,000
Development Costs & Other	15,407,000	ADDIT. PD.-IN CAP	124,228,000
Other Assets	2,002,000	ACCUM OTHER COMPREHENSIVE LOSS	(1,720,000)
Total Assets	407,016,000	RETAINED EARNINGS	(17,000,000)
		Total Liabilities & Net Worth	407,016,000

As of 11/09/2018

From DEC 31 2017 to SEP 29 2018 sales \$558,839,000; cost of goods sold \$366,470,000. Gross profit \$192,369,000; operating expenses \$171,702,000. Operating income \$20,667,000; other expenses \$11,351,000; net income before taxes \$9,316,000; Federal income tax \$9,420,000; (net loss) \$104,000.

Statement Source

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Accounts receivable shown net less \$1,004,000 allowance. Fixed assets shown net less \$56,661,000 depreciation.

Explanations

The net worth of this company includes intangibles.

Three Years Comparative Statement				Key Business Ratios (Based on 23 establishments)			
	Fiscal Consolidated Dec 31 2016 USD	Fiscal Consolidated Dec 30 2017 USD	Interim Consolidated Mar 31 2018 USD		This Business	Industry Median	Industry Quartile
Curr Assets	\$188,398,000	\$196,438,000	\$183,191,000	Profitability			
Curr Liabs	57,410,000	74,170,000	86,474,000	Return on Sales	0.0	2.8	UN
Current Ratio	3.28	2.65	2.12	Return on Net Worth	UN	19.7	UN
Working Capital	130,988,000	122,268,000	96,717,000	Short Term Solvency			
Other Assets	99,209,000	115,969,000	120,984,000	Current Ratio	1.7	1.9	3
Worth	98,119,000	107,491,000	86,427,000	Quick Ratio	1.1	1.3	3
Sales	656,322,000	658,383,000		Efficiency			
Long Term Liab	132,078,000	130,746,000	131,274,000	Assets Sales	UN	35.8	UN
Net Profit (Loss)	14,764,000	6,779,000		Sales / Net Working Capital	4.5	7.3	4
				Utilization			
				Total Liabs / Net Worth	UN	122.3	UN

As of 09/29/2018

Most Recent Financial Statement**Interim Consolidated statement dated MAR 31 2018:**

Assets	USD	Liabilities	USD
Current Assets		Current Liabilities	
Cash	\$10,276,000	Accts Pay	\$34,544,000
Accts Rec	54,300,000	Contract Liabilities	5,113,000
Inventory	102,232,000	Accruals	16,417,000
Prepaid Exps & Other Current Assets	15,425,000	L.T. Liab-(1yr)	30,400,000
Refundable Income Taxes	958,000	Total Current Liabilities	86,474,000
Total Current Assets	183,191,000		
Non Current Assets		Non Current Liabilities	
Fixt & Equip	32,465,000	Long-Term Debt-Net	130,489,000
Goodwill	26,842,000	Other Liabilities	785,000
Intangible Assets-Net	36,164,000	COMMON STOCK	7,000
Development Costs & Other	16,158,000	ADDIT. PD.-IN CAP	123,655,000
Other Assets	9,355,000	ACCUM OTHER COMPREHENSIVE LOSS	(1,661,000)
Total Assets	304,175,000	RETAINED EARNINGS	(35,574,000)
		Total Liabilities & Net Worth	304,175,000

As of 07/03/2018

From DEC 31 2017 to MAR 31 2018 sales \$99,287,000; cost of goods sold \$63,166,000. Gross profit \$36,121,000; operating expenses \$57,449,000. Operating income \$(21,328,000); other expenses \$3,506,000; net income before taxes \$(24,834,000); Federal income tax \$(6,156,000). (net loss) \$18,678,000.

Statement Source

Statement obtained from Securities and Exchange Commission. Prepared from books without audit.

Accounts receivable shown net less \$668,000 allowance. Fixed assets shown net less \$52,483,000 depreciation.

Explanations

The net worth of this company includes intangibles.

The report was updated using information the company filed with the Securities and Exchange Commission.

Effective December 26, 2015 the company changed its fiscal year end from the last Saturday in April to the last Saturday in December.

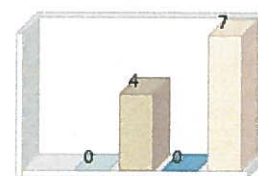
Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records	Most Recent Filing Date
Judgment	0	
Lien	4	07/24/2017
Suit	0	
UCC	7	06/14/2018

Public Filings



■ Bankruptcy ■ Judgment ■ Lien ■ Suit ■ UCC

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

Full Filings

Liens

Amount	\$1,874	Latest Info Received	08/31/2017
Status	Open	Type	State Tax
Where Filed	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC	Status Attained	07/24/2017
Filed By	SOUTH CAROLINA DEPARTMENT OF REVENUE	Date Filed	07/24/2017
against	SCHOOL SPECIALTY INC, APPLETON, WI AND OTHERS	BOOK/PAGE	2229/3572
Amount	\$333,718	Latest Info Received	07/24/2018
Status	Terminated	Type	Judgment lien
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL	Status Attained	06/22/2016
Filed By	STATE OF FLORIDA, DEPARTMENT OF REVENUE	Date Filed	02/25/2016
against	SCHOOL SPECIALTY INC, APPLETON, WI	CASE NO.	J16000144653
Amount	\$333,718	Latest Info Received	07/11/2016
Status	Terminated	Type	Judgment lien
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL	Status Attained	06/22/2016
Filed By	STATE OF FLORIDA, DEPARTMENT OF REVENUE	Date Filed	02/25/2016
against	SCHOOL SPECIALTY INC, APPLETON, WI	CASE NO.	J16000391916
Amount	\$1,874	Latest Info Received	07/05/2018
Status	Released	Type	State Tax
Where Filed	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC	Status Attained	05/08/2018
Filed By	SOUTH CAROLINA DEPARTMENT OF REVENUE	BOOK/PAGE	2301/1386
against	SCHOOL SPECIALTY INC, APPLETON, WI AND OTHERS		

A lienholder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lienholder against a debtor may be indicative of such an occurrence.

UCC Filings

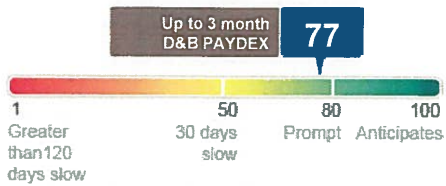
Collateral	All Assets and proceeds	Latest Info Received	05/23/2017
Filing No.	2017 2283056	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	04/07/2017
Secured Party	TCW ASSET MANAGEMENT COMPANY, LLC, AS AGENT, BOSTON, MA		
Debtor	SCHOOL SPECIALTY, INC.		
Collateral	All Assets	Latest Info Received	07/07/2017
Filing No.	2017 2292396	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	04/07/2017
Secured Party	BANK OF AMERICA, N. A., AS AGENT, NEW YORK, NY		
Debtor	SCHOOL SPECIALTY, INC.		
Collateral	Equipment	Latest Info Received	06/08/2018
Filing No.	OH00221675147	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH	Date Filed	05/24/2018
Secured Party	Andersen Material Handling, Wixom, MI		
Debtor	School Specialty, Mansfield, OH		
Filing No.	SR159429	Latest Info Received	06/18/2018
Original UCC Filed Date	05/24/2018	Type	Termination
Where Filed	SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH	Date Filed	06/14/2018
Secured Party	Andersen Material Handling, Wixom, MI	Original Filing No.	OH00221675147
Debtor	School Specialty, Mansfield, OH		
Collateral	Leased Equipment	Latest Info Received	06/09/2017
Filing No.	170006800519	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, MADISON, WI	Date Filed	05/17/2017
Secured Party	XEROX FINANCIAL SERVICES, NORWALK, CT		
Debtor	SCHOOL SPECIALTY, INC.		
Collateral	Leased Equipment	Latest Info Received	06/12/2015
Filing No.	150006621520	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, MADISON, WI	Date Filed	05/26/2015
Secured Party	XEROX FINANCIAL SERVICES, NORWALK, CT		
Debtor	SCHOOL SPECIALTY, INC.		
Filing No.	2017 8557805	Latest Info Received	02/27/2018
Original UCC Filed Date	06/11/2013	Type	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	12/26/2017
Secured Party	BANK OF AMERICA, N.A., AS AGENT, NEW YORK, NY	Original Filing No.	2013 2232818
Debtor	SCHOOL SPECIALTY, INC.		

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Additional UCC and SLJ filings for this company can be found by conducting a more detailed search in our Public Records Database.

Paydex

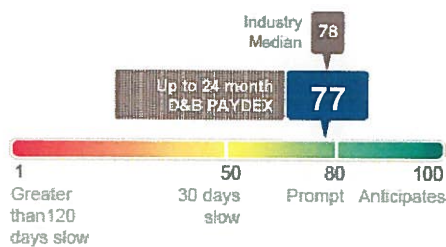
Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

Up to 3 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average 5 Days Beyond Terms. Based on payments collected over last 3 months.

Up to 24 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average 5 days beyond terms. Based on payments collected up to 24 months.

When weighted by dollar amount, the industry average is 3 DAYS BEYOND terms.

- High risk of late payment (average 30 to 120 days beyond terms)
- Medium risk of late payment (average 30 days or less beyond terms)
- Low risk of late payment (average prompt to 30+ days sooner)

Payment Trend	unchanged*	Total Payment Experiences for the HQ	209	Highest Now Owing	\$1,000,000
Payments Within Terms	81%	Total Placed for Collection	0	Highest Past Due	\$400,000
Average High Credit	\$158,781	Largest High Credit	\$10,000,000		

* compared to payments three months ago

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 209 payment experiences in D&B's file, with 126 experiences reported during the last three month period. The highest Now Owes on file is \$1,000,000. The highest Past Due on file is \$400,000.

Top 10 Industries

Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%)			
					0-30	31-60	61-90	90+
Trucking non-local	10	\$1,291,000	\$900,000	85	10	2	0	3
Whol service paper	8	744,250	400,000	100	0	0	0	0
Business consulting	5	4,125,000	3,000,000	87	0	12	0	1
Whol office supplies	5	2,497,500	2,000,000	100	0	0	0	0
Mfg misc plastic prdt	2	10,002,500	10,000,000	100	0	0	0	0
Mfg wood office furn	2	595,000	500,000	58	42	0	0	0
Whol appliances	2	505,000	500,000	100	0	0	0	0
Mfg misc products	2	500,500	500,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Travel agency	1	500,000	500,000	100	0	0	0	0
OTHER INDUSTRIES	119	3,350,350	400,000	78	8	4	7	3

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash Experiences	47	\$14,400	\$7,500
Payment record unknown	4	125,150	100,000
Unfavorable comments	1	100	100

Placed for Collection	0	0	0
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Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
January 2019	Ppt	\$10,000	\$7,500	\$0	N30	1
December 2018	Ppt	2,000,000	1,000,000	5,000	N/A	1
	Ppt	900,000	400,000	100,000	N30	
	Ppt	400,000	70,000	25,000	N/A	1
	Ppt	400,000	400,000	0	N/A	1
	Ppt	200,000	100,000	10,000	N/A	1
	Ppt	95,000	95,000	0	N/A	1
	Ppt	40,000	250	0	N/A	1
	Ppt	20,000	500	0	N/A	1
	Ppt	20,000	10,000	5,000	N/A	1
	Ppt	15,000	1,000	0	N30	1
	Ppt	10,000	1,000	250	N30	1
	Ppt	10,000	5,000	0	N/A	1
	Ppt	5,000	5,000	0	N/A	1
	Ppt	2,500	250	0	N/A	1
	Ppt	2,500	250	0	N/A	1
	Ppt	2,500	0	0	N30	1
	Ppt	2,500	0	0	N/A	2-3
	Ppt	2,500	500	0	N/A	1
	Ppt	2,500	2,500	0	Lease Agreemnt	1
	Ppt	1,000	0	0	N/A	6-12
	Ppt	1,000	250	0	N/A	1
	Ppt	1,000	1,000	0	N/A	1
	Ppt	500	500	0	N/A	1
	Ppt	250	250	0	Lease Agreemnt	1
	Ppt	100	0	0	N30	6-12
	Ppt	100	100	0	N/A	1
	Ppt	50	0	0	N30	2-3
	Ppt	0	0	0	N/A	2-3
	Ppt-Slow 10	5,000	5,000	2,500	N/A	1
	Ppt-Slow 15	1,000	100	0	N/A	1
	Ppt-Slow 30	10,000	750	50	N/A	1
	Ppt-Slow 90	10,000	2,500	0	N/A	1
	Ppt-Slow 120	7,500	7,500	2,500	N/A	1
November 2018	Ppt	500,000	200,000	7,500	N/A	1
	Ppt	100,000	0	0	N/A	6-12
	Ppt	100,000	0	0	N/A	6-12
	Ppt	85,000	10,000	0	N/A	1
	Ppt	65,000	30,000	0	N/A	1
	Ppt	65,000	50	0	N30	1
	Ppt	50,000	0	0	N/A	6-12
	Ppt	30,000	0	0	N/A	6-12
	Ppt	20,000	2,500	0	N/A	1

	Ppt	7,500	0	0	N/A	2-3
	Ppt	7,500	5,000	2,500	N/A	1
	Ppt	5,000	5,000	0	N/A	1
	Ppt	5,000	2,500	0	N15	1
	Ppt	2,500	100	0	N/A	1
	Ppt	2,500	0	0	N/A	1
	Ppt	2,500	0	0	N30	2-3
	Ppt	2,500	0	0	N/A	4-5
	Ppt	1,000	500	0	N30	1
	Ppt	1,000	0	0	N/A	1
	Ppt	750	0	0	N/A	4-5
	Ppt	750	0	0	N30	6-12
	Ppt	500	0	0	N/A	6-12
	Ppt	500	0	0	N/A	2-3
	Ppt	250	0	0	N/A	1
	Ppt	100	0	0	N/A	6-12
	Ppt	100	50	0	N/A	1
	Ppt	100	0	0	N/A	4-5
	Ppt-Slow 15	100,000	40,000	500	N/A	1
	Ppt-Slow 30	50,000	2,500	0	N/A	1
	Ppt-Slow 30	15,000	10,000	7,500	N/A	1
	Ppt-Slow 60	900,000	600,000	400,000	N/A	1
	Slow 15	100	0	0	N/A	6-12
	Slow 30	250	0	0	N/A	2-3
	Slow 30	100	0	0	N/A	2-3
	Slow 60	7,500	0	0	N30	4-5
	Slow 90	85,000	5,000	2,500	N30	1
	Slow 30-90	500	0	0	N/A	1
	Slow 120+	1,000	1,000	1,000	N/A	
October 2018	Ppt	2,500	1,000	0	N/A	1
	Ppt	500	0	0	N/A	6-12
September 2018	Ppt	1,000	500	0	N30	1
	Ppt	100	100	0	1 10 N30	1
	(077)Cash own option	50	0	0	Cash account	6-12
August 2018	Ppt	750	0	0	N/A	2-3
	(079)Cash own option	50	0	0	Cash account	4-5
July 2018	Ppt	250	0	0	N/A	6-12

Lines shown in red are 30 or more days beyond terms

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13. Customer's rights to use the Services are as described in the government contract signed between D&B and the Government. Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

School Specialty Online: At-A-Glance

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



FEATURES

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

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

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

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

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

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


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

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

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

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

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

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

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

DID YOU KNOW...

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

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



School Specialty Online: At-A-Glance

YOUR SCHOOL SPECIALTY LOGIN PROVIDES
ACCESS TO ALL OF OUR BRANDS



WHAT IS PUNCHOUT, ANYWAY?

For us, punchout is just a different way for customers to log into our www.schoolspecialty.com website! Once you get there, nothing is different in the way you search or enter items. The difference is, on the customer side, you are presented with our website through entering a requisition on your accounting software system!

When you select a punchout vendor from your Requisition Entry screen, the next screen you see is our website. Access your shopping lists, search for items, or enter them by item number. When you've finished with your shopping cart, proceed to checkout and submit it—you will now see those line items in your accounting software requisition! Go through all the normal approvals, and at the end of the process, rather than printing or emailing or faxing your order, your accounting system actually transmits those punchout orders directly to us. **Voila!**



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

NO!

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

YOUR eCOMMERCE DEVELOPMENT MANAGERS

WESTERN US & CANADA:

Kurt VanHandel

kurt.vanhandel@schoolspecialty.com
920.205.0179

Eastern US:

Debbie Douglass

debbie.douglass@schoolspecialty.com
413.575.8831

Web Support: websupport@schoolspecialty.com



School Specialty e-Business Services

School Specialty designs, develops, and provides PreK-12 educators with the latest and very best curriculum, supplemental learning resources, and classroom basics. Working in collaboration with educators, our company reaches beyond the scope of textbooks to help teachers, guidance counselors, and school administrators ensure that every student reaches his or her full potential. In supplement to these endeavors, School Specialty provides industry leading e-Business services in the hopes of helping procurement managers maximize their resources. Our company has a comprehensive suite of e-procurement offerings that fit the needs of all school districts, regardless of size or procurement paradigm.

Leveraging over 20 years of experience, School Specialty's dedicated e-Business team provides the implementation, back office and ongoing technical support necessary to deploy and manage e-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 to enjoy flexible and secure web based ordering. Benefits include:
 - Customized design and control of the approval process and budgetary limits, user access and status reporting
 - Flexibility to create and manage custom catalogs for simplified ordering and control
 - 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

- **Electronic Catalog Files** — Organizations can request electronic catalog files of School Specialty's family of brands. This allows organizations to add price and product information to their purchasing system. Benefits include:
 - Improved Accuracy with complete description and price for elimination of errors
 - Save time in creating requisitions by entering a part number versus typing entire descriptions
 - Multiple formats available for importing data into many software systems
 - Organization purchasing system controls the procurement process

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



- **System Integration** — An organization's procurement system can be integrated with School Specialty's online solution. This provides the organization with real time product and price information and electronic delivery of purchase transactions.

Benefits include:

- Full access to approved School Specialty brands
 - The organization's system controls approval and budgetary limits
 - Increased speed and accuracy with the submission of electronic purchase orders and order acknowledgements
 - Full integration with many major, internet enabled finance systems
 - Eliminates redundant entry between systems
- **E-Marketplace Portal** — Organizations can centralize their procurement activities through a web based toolset that allows users to interact with multiple brands and product categories through a single interface, greatly simplifying the generation of purchase orders and other associated activities.

Benefits include:

- Customized work flows that readily map to the organization's policies and procedures
- Extensive reporting capacities help administrators monitor and manage spending behaviors



Internet Ordering — www.schoolspecialty.com

FUNCTION	SCHOOL SPECIALTY ONLINE
"Welcome Menu" changes based on tasks that need to be completed (e.g. Approve Orders: You have 46 orders pending approval)	x
Browse catalogs without being in an order or requisition	x
Order based on custom pricing with vendor	x
Multi level item search	x
Customized workflow sends requisitions to different approvers based on type of order (payment method) or dollar amount	x
Track requisitions through workflows: complete order view from beginning entry to order history	x
View all orders on one easy to read screen	x
Choose Single or Multiple Line Item Entry	x
Item Configuration: ability to select attributes on an item (color, size, finish, etc.)	x
Add and store budget or account codes by user.	x
Order subtotal by budget or account code	x
Order history saved for 18 months	x
Ability to copy an order from any status	x
Copied orders re-price to current contract, discontinued items are noted	x
Users have access to their information to modify phone number, login name, change password , etc.	x
Add and save an alternate payment method	x
Receive organization's negotiated pricing for personal Purchases	x
Email notifications of orders/requisitions needing your approval	x
Email notifications when vendor accepts your purchase order	x
Email notifications when your order is shipped	x

Additional Questions?
 Call School Specialty Online Support
 1-800-513-2465



Copy Order: modify and resend	x
Displays shipping charges based on order amount or contract	x
Displays applicable taxes	x
PO spending limitation: ability to assign a dollar amount to a purchase order, and buy up to that amount	x
Ability for users to pick a pre-assigned PO or enter a manual purchase order (based on permissions)	x
Modify multiple orders at once rather than one at a time (add PO number, ship dates, attention, budget codes, etc.)	x
Order Reports: Run reports on all orders (active or history) and export to CSV or Excel files for easy use. Report by for all orders (Summary or Detail) by User or Ship-To Address	x

There are over 10,000 Schools, School Districts, and Organizations using School Specialty Online on a regular basis.

Online ordering has been available since 1999.

Below is our web address and a generic log on so that you can view our online site:

www.schoolspecialty.com

Username: yourpurch Password: yourpurch

All catalog item information such as images, descriptions, price, UOM, etc. are available online. If there is a need to create a special file or CD from this information, School Specialty, Inc. would be willing to create it.

School Specialty has been successful in servicing, and has built a good cxml relationship with many school districts and school procurement software. Below are some examples of school software packages our website can interface with:

- Oracle
- PeopleSoft
- Skyward
- eSchool Mall
- Elcom Pecos
- Wilson IN Coop Software
- BiTech
- Keystone
- Lawson

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



Customer References Include:

Detroit Public
Floor 11
3011 W. Grand Blvd
Detroit, MI 48202-4050

Pittsburgh Board of Education
Accounts Payable Room 326
341 S. Bellefield Ave.
Pittsburgh, PA 15213-3516

Madison Metropolitan School District
Attn: Accounting Services
545 W. Dayton Street
Madison, WI 53703-1995

Oakland Unified School District
Accounts Payable
1025 2nd Ave Room 115C
Oakland, CA 94606-2296

Chicago Board of Education 299
Accounts Payable 14th Floor
125 S. Clark Street
Chicago, IL 60603-5200

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



School Specialty has developed a system interface, which uses the Internet to connect your organization's procurement system with the School Specialty Online system. This interface enables your procurement system to access key information required to create and transmit purchase requisitions with the School Specialty family of companies. This system uses XML transaction sets (commonly referred to as 'punch-out') sent through a secure Internet connection, to exchange information in a standard format. The system is designed so your organization retains control and visibility of the transaction throughout the entire process. This methodology assumes that your 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 the School Specialty Online system in a real time and as needed basis. At the time product information is needed to create a requisition, your organization's system requests current information from the School Specialty Online system. The product information includes the product description, your net purchase price, and the product status. This product information assures that your organization's system has complete information to process a transaction accurately and quickly through your internal procurement process. In addition, tools such as keyword and category lookup allow your users to easily find products.

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 the fact that product information is 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.

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



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 to and is then 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 Online system provides a shopping cart to browse products and add items.
- The School Specialty Online system returns shopping cart information (product 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 Online system.
- Order receipts and shipping acknowledgements are sent via an e-mail to the customer designated e-mail address.



Pcards & Level III Data

Does your school/district utilize Pcards as a means to procure products and services that your schools need on a discretionary and ad-hoc basis?

- If not — why not? Studies show that costs to generate a single purchase order can range from \$75 to \$200. The true cost of \$50 order may be \$250.
- Banks are eager to set up a Pcard program with you, and will often agree to give back monetary rebates based on transaction and sales volumes — which can allow you to fund under funded initiatives.

Level I, Level II, & Level III Data ---- What does it all mean?

Explanation of Level I, II, and III: MasterCard and Visa have defined three levels of transaction detail. This is the level of detail that a merchant needs to pass to the credit card processing network in order to 1) accept purchase cards for payment, 2) qualify for higher levels of service, and 3) possibly discount processing fees.

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 Product codes Product descriptions Ship to zip Freight amount

Level III is critical for business-to-business (B2B) transactions. In fact, to accept purchase cards for payment, which are corporate-sponsored credit cards, the merchant MUST collect Level III information and pass that along to the payment processing network. The 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.



What do you see on your Pcard statement (or in you Pcard transaction resolution software), when you transact with a merchant (like School Specialty) who is providing Level II data?

Transaction Detail						
Description	Quantity	Unit Cost	Amount	Tax	Expense Account	
					Select for all lines	
Goods	1	\$ 5.68	\$ 5.68	\$ -	select account	

What do you see on your Pcard statement (or in you Pcard transaction resolution software), when you transact with a merchant (like School Specialty) who is providing Level III data?

Transaction Detail					
Description	Quantity	Unit Cost	Amount	Tax	Expense Account
					Select for all lines
CLIPBOARD LETTER SZ ASST N	1	\$ 5.68	\$ 5.68	\$ -	select account
FILE FOLDER ASST 1/3 PK/12	3	15.91	15.91	\$ -	select account
STAPLES FULL STRIP B8C PACK OF 5000	2	\$ 4.29	\$ 4.29	\$ -	select account

We believe that it is easier and more efficient for you and your school sites to keep record of the products that you buy from School Specialty when you see Level III detail.

We believe we can better serve you, our customer, when you can see detail on what you buy. It is easier to match packing slips to your orders. In the event that an item you order is on backorder, with Level III detail, you can quickly identify it as we don't charge you for it until we ship it.

At School Specialty, our goal is to serve you in your quest to educate our children. When we help you

Additional Questions?
 Call School Specialty Online Support
 1-800-513-2465



to be more effective, efficient, and productive — at an optimum price/value equation, we help you achieve your mission.

What is Your Number?

School Specialty interfaces (punchout) with the below accounting/purchasing software programs, and we're adding more all the time! Is yours on the list? Call us today to discuss how we can hook you up!

Accounting Software/ Purchasing System	Interfaces With School Specialty Online?
Ariba	Yes
AptaFund	Yes
Bellwether	Yes
BPS Live	Yes
Budget Sense	Yes
Coupa	Yes
Cribellum	Yes
EdData	Yes
Elcom	Yes
EqualLevel	Yes
ESchoolMall	Yes
Harris Solutions	Yes
JD Edwards	Yes
Edwards	Yes
Ketera	Yes
Keystone	Yes
Lawson	Yes
Munis	Yes
Oracle	Yes
PeopleSoft	Yes
Periscope	Yes
Prologic – TEAMS	Yes
SAP	Yes
Skyward	Yes
Smart Finance	Yes
Sungard eBusiness Plus (formerly BiTech/IFAS)	Yes
Sungard eFinance Plus (formerly Pentamation)	Yes
UniFund	Yes
Weidenhammer Alio	Yes
WinCap	Yes

Additional Questions?
Call School Specialty Online Support
1-800-513-2465

TAB 3 – Supplier Response

3.1 Company

- A. Brief history and description of Supplier.

Response: See Attachment #5, Our Story.

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

Response: 178 Sales Persons located in Remote Areas, 55 Sales Persons located in Greenville, WI, 19 Sales Persons located in Lombard, IL, 2 Sales Person located in Cambridge, MA, 35 Sales Person located in Bellingham, WA, 1 Sales Person located in Mansfield, OH, 8 Sales Person located in Nashua, NH and 10 Sales Persons located in Jacksonville, FL. A total of 308 Sales Persons.

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

Response: The School Specialty, Inc. corporate office is located at W6316 Design Drive Greenville, WI 54942. The distribution functions for School Specialty (warehousing, receiving, shipping and returns) utilize 350,000 square feet at our Nashua, NH location, 275,000 square feet in Mansfield, OH and another 275,000 square feet in Greenville, WI. Services performed in Nashua, NH include Customer Care, Technical Support, Marketing, Sales, Purchasing, Kitting, Distribution, Product Development and Administration.

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

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

School Specialty, Inc. Distribution Center
80 Northwest Boulevard
Nashua, NH 03063

School Specialty, Inc. Distribution Center and Learning Environments Support Center
100 Paragon Parkway
Mansfield, OH 44903

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

Response:
2018: \$678,000,000
2017: \$658,383,000
2016: \$656,322,000

- E. Submit FEIN and Dunn & Bradstreet report.

Response: FEIN # 39-0971239 See Attachment #6, Dunn & Bradstreet Report.

TAB 3 – Supplier Response

F. Describe any green or environmental initiatives or policies.

Response: 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:

- Minimize the creation of waste
- Conserve natural resources
- Increase the use of post-consumer recycled content
- Work with other manufacturers to adopt strong environmental practices
- Source from Companies who practice sustainable forest management
- Comply with both the letter and intent of laws and regulations

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.

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

Response: 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.

TAB 3 – Supplier Response

Response to “G” continued: 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.

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

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

Response: School Specialty does not hold a HUB certification; however, we utilize certified HUB installation subcontracts on many installation projects.

- I. Describe how supplier differentiates itself from its competitors.

Response: 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 personnel and 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/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®.



TAB 3 – Supplier Response

Response to “I” continued: 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.

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.

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

Response:

Pending Litigation:

- None.

Concluded Litigation:

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

TAB 3 – Supplier Response

Response to "J" continued:

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

TAB 3 – Supplier Response

Response to "J" continued:

- Jenna Baker, v. School Specialty, Inc., State Supreme Court of New York, County of Chemung, Index No. 2011-2089. Filed on September 20, 2011. This claim alleged that while Jenna Baker was under the care and supervision of C.J.'s Country Kids Childcare Center, LLC, she climbed on a cabinet that was manufactured and sold by School Specialty, and the cabinet tipped over and injured Jenna Baker. This was an insured product liability claim, and this action occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1293) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- James Keller, James Hoff, Larry Ward v. School Specialty, Inc., Circuit Court of Cook County Illinois, No. 07 L 4088. Filed on April 19th, 2007. This claim by former School Specialty employees alleged a breach of contract and violations of Illinois Wage Payment and Collection Act and alternatively the Illinois Sales Representative Act. The claim is that School Specialty paid James Keller, James Hoff and Larry Ward, less commissions than they were entitled to under their commission agreements with School Specialty. This claim was not covered by insurance. This claim occurred prior to the bankruptcy and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- Serenity McArthur v. Sportime LLC, Superior Court of the State of California, County of El Dorado, No. PC 20120634. Filed on November 19th, 2012. This claim alleged that Serenity McArthur was playing with a product sold by Sportime LLC, and was injured while other children were using the product to "sling-shoot" Serenity. This was an insured product liability claim, and this claim occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1540) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- Brainstorm Interactive, Inc. v. School Specialty, Inc., United States District Court for the Western District of Wisconsin, Case No. 14-CV-50-wmc, filed January 28, 2014. In the course of the Chapter 11 Cases the license agreement between School Specialty and Brainstorm Interactive was rejected. Brainstorm Interactive alleged that School Specialty committed copyright and trademark infringement by selling certain products Brainstorm Interactive after the rejection of the license agreement. This was an insured intellectual property claim. This case settled with a confidential settlement agreement.
- McGarity v. Summit Limited, Inc. et al (1:14-cv-02933). The complaint alleged that Chloe McGarity was injured by a cabinet manufactured and sold by School Specialty, while she was under the care and supervision of Summit Limited Inc., d/b/a an Ivy Hall Day School, in Dallas, Georgia. This was an insured case with a retention of \$50,000. This case settled with a confidential settlement agreement.
- School Specialty received a "Notice of Violation" of the California Safe Drinking Water and Toxic Enforcement Act ("Proposition 65") from John Moore. The notice alleged that School Specialty violated Proposition 65 and threatened to file a citizen enforcement lawsuit naming School Specialty as a defendant. Tests done for School Specialty on the items in question showed phthalate levels less than the statutory limit. This case settled with a confidential settlement agreement.

TAB 3 – Supplier Response

Response to "J" continued:

- Sophia Numsangvanich etc., Pltf. vs. San Lorenzo Unified School District, et al., Dfts. /Cross-Complaint vs. Artco Bell et al. School Specialty was cross sued by the defendant School District in this case which alleged an injury was caused by a table manufactured by Artco Bell. This case settled with a confidential settlement agreement
- School Specialty, Inc. v. Thomas Ferrentino and Education Outfitters, Inc, Civil No. 14-4507. On July 14, 2014, School Specialty filed a complaint against Thomas Ferrentino, a former Account Manager with School Specialty for the misappropriation of confidential information, breach of loyalty, violation of the New Jersey Trade Secrets Act, and other related claims. This case settled in August of 2016 with Thomas Ferrentino paying a settlement to School Specialty.

K. Felony Conviction Notice: Indicate if the supplier

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

Response: School Specialty, Inc. is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier.

Response: School Specialty, Inc. does not have any debarment or suspension actions taken against us.

3.2 Distribution, Logistics

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

Response: Please see attachments # 7, Furniture Flyer, 7A, Project Management, and 7B, Design services that describes our full line of products and services.

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

Response: All orders (fax, email, phone or online) are entered into our Oracle database system. This system is our "hub" to track all orders and inventory levels. Once an order is entered into our system, the information is sent to the member's closest distribution center has the product in stock. We ship one order (one PO) per shipment and do not mix different shipments together. Once the order is received by the distribution center, the order is picked and processed and loaded onto a carrier truck for delivery.

TAB 3 – Supplier Response

Response to “B” continued:

After the packages are scanned into the Carrier’s system, our database is automatically updated with tracking information and estimated delivery time. Items not shipped from our facilities (drop ship orders) also have the same visibility in our system (order entry through EDI and delivery). At any point the customer may call to check the status of their order, our Customer Care team has full visibility to order status and tracking from entry to delivery.

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

All orders may be tracked using our website or by contacting our Customer Care Department. Since all orders are entered into one system, the customer will receive the same real-time information regarding order tracking as our internal teams. Frey Scientific, LLC has a network of two (2) distribution centers strategically located across the country to optimize service to our customers while keeping costs low. Our principal offices are located at 80 Northwest Boulevard Nashua, NH 03063. Frey Scientific, LLC has a network of two distribution centers strategically located across the country to optimize service to our customers while keeping costs low.

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

Response: School Specialty, Inc. ensures all members will receive contract pricing by having a select group of furniture estimators to price all opportunities. We will train all associates to understand how the contract pricing works to guarantee when contract pricing is requested that each member receives the same price every time. In addition, we provide this same contract pricing information to our Sales team so that they too are fully understanding of the contract pricing members require.

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

Response: All manufacturer’s submitted on **Attachment 1, Discount Summary Sheets** will be involved with the manufacturing and processing of the products. All shipping of the product will be handled using our routing guide for more economical rates.

TAB 3 – Supplier Response

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

Response:

School Specialty, Inc. Corporate Office
W6316 Design Drive
Greenville, WI 54942
275,000 sq. feet

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

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

School Specialty, Inc. Manufacturing Center
Classroom Select
1110 Industrial Blvd.
Cameron, TX 76520
700,000 sq. feet

School Specialty, Inc. Manufacturing Center
Childcraft/Bird-In-Hand Woodworks Inc.
3031 Industry Drive
Lancaster, PA 17603
86,000 sq. feet



OUR STORY

For more than 70-years, School Specialty has served the education market, evolving with the times and adapting to change. It all started in 1959 when the company was originally founded as Midwest Telephone Supply, which became incorporated as Valley School Suppliers in 1968. That name was later changed to Valley School and Office Supplies and was located in Appleton, WI, which is the corporate home of School Specialty today.

Over the years leading up to 1995, when School Specialty Supply in Salina, Kansas was acquired by Valley School and Office Supplies, the company always had an entrepreneurial spirit buying and selling dozens of companies along the way. It was at this time when the company as we know it today would be named School Specialty, Inc.

In 1993, we saw the need for developing a process to meet the requirements of school systems facing construction projects and renovations as their internal administration 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, to make us an industry leader providing services and solutions for projects.

Throughout the years, there has been one constant: a commitment to providing the highest standards of quality. And quality is not limited to just products. It includes our most precious asset – our employees. Our more than 1,000 professionals, many of whom are former educators, are committed to ensuring you have the best possible experience when doing business with School Specialty. It is this commitment that sets us apart and serves as the foundation for our mission, vision and values. But at the heart of everything we've set out to do over the past 70 years is the educators we serve.



SCHOOL SPECIALTY, INC.

D-U-N-S® 07-911-8224
 OTO SCOO
 Headquarters
 W6316 Design Dr,
 Greenville, WI 54942

Phone 920 734-5712

Business Information Report

Purchase Date: 01/10/2019
 Last Update Date: 07/03/2018
 Attention: Michelle

Executive Summary

Company Info

Year Started	1959	Trade Styles	SCHOOL SPECIALTY
Control Year	1959	Sales (Financial Statement)	\$658,383,000
CEO	JOSEPH M YORIO, PRES-CEO	Net Worth (Financial Statement)	86,768,000
Employees	1,264	As of 09/29/2018	
Employees Here	Undetermined at this location		
Working Capital	\$124,686,000		

D&B Rating

D&B Rating

5A3

Financial Strength

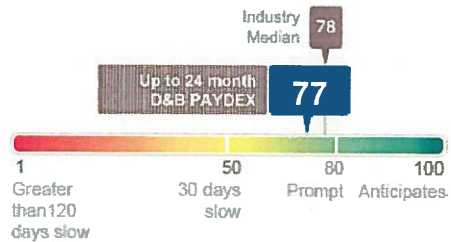


Composite Credit Appraisal

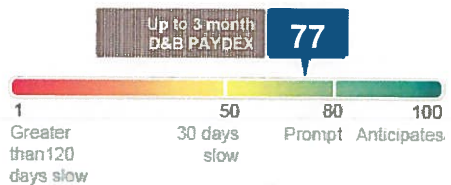


D&B PAYDEX®

Up to 24 month D&B PAYDEX



Up to 3 month D&B PAYDEX



D&B Viability Rating

D&B Viability Rating

1 4 A A

1	Viability Score 	4	Portfolio Comparison 								
A	Data Depth Indicator 	A	Company Profile <table border="1"> <tr> <th>Financial Data</th> <th>Trade Payments</th> <th>Company Size</th> <th>Years in Business</th> </tr> <tr> <td>Available</td> <td>Available (3+Trade)</td> <td>Large</td> <td>Established</td> </tr> </table>	Financial Data	Trade Payments	Company Size	Years in Business	Available	Available (3+Trade)	Large	Established
Financial Data	Trade Payments	Company Size	Years in Business								
Available	Available (3+Trade)	Large	Established								

Business Information

Business Summary Branch & Division YES Financing SECURED Financial Condition FAIR SIC 5049 Whol professional equipment & furniture; ret mail-order house NAICS 423490 Other Professional Equipment and Supplies Merchant Wholesalers History Status CLEAR	Credit Capacity Summary D&B Rating 5A3 Prior D&B Rating 5A3 Rating Date 02/03/2017 Payment Activity (based on 209 experiences) USD Average High Credit \$158,781 Highest Credit 10,000,000 Total Highest Credit 24,750,750
Financial Strength 	Composite Credit Appraisal

D&B Viability Rating

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.

1	Viability Score
<p>Compared to All US Businesses within D&B Database:</p> <ul style="list-style-type: none"> • Level of risk: Low Risk • Businesses ranked 1 have a probability of becoming no longer viable: 0.2% • Percentage of businesses ranked 1: 0.3% • Across all US businesses, the average probability of becoming no longer viable: 14% 	

4

Portfolio Comparison

Compared to all Businesses within the same MODEL SEGMENT:
 Model Segment: Available Financial Data

- Level of risk: **Low Risk**
- Businesses ranked 4 within this model segment have a probability of becoming no longer viable: **0.3%**
- Percentage of businesses ranked 4 within this model segment: **13%**
- Within this model segment, the average probability of becoming no longer viable: **0.6%**

A

Data Depth Indicator

Data Depth Indicator Details:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available (3+Trade)**
- Business Size: **Large** (Employees:50+ or Sales: \$500K+)
- Years in Business: **Established (5+)**

Business History

Officers GUS D HALAS, CHB+;
 JOSEPH M YORIO, PRES-CEO+;
 RYAN BOHR, EXEC V PRES-COO+;
 KEVIN BAEHLER, EXEC V PRES-CFO;
 EDWARD J CARR JR, EXEC V PRES-CSO;
 TODD A SHAW, EXEC V PRES-CSCO

Directors The officers identified by (+) and Justin Lu, Scott P Scharfman and Andrew E Schultz.

As of 07/03/2018

The Delaware Secretary of State's business registrations file showed that School Specialty, Inc. was registered as a Corporation on June 4, 2013, under the file registration number 5345332.

Business started 1959.

The company (School Specialty) was founded in October 1959, was acquired by U.S. Office Products in May 1996. In June 1998, School Specialty was spun-off from U.S. Office Products in a tax-free transaction. In August 2000, the company was reincorporated from Delaware to Wisconsin. In June, 1998, U.S. Office Products distributed to its shareholders all of the Common Stock of School Specialty in a spin-off transaction. In August 2000, the company was reincorporated from Delaware to Wisconsin.

Pursuant to the Reorganization Plan, the company consummated a reincorporation merger (the Reincorporation) where the company merged with and into its wholly owned subsidiary, SSI Merger Sub Inc., a Delaware corporation, pursuant to the terms of a Plan of Merger dated as of June 11, 2013. The effective date of the Reincorporation was June 11, 2013. As a result of the Reincorporation, the company is now a Delaware corporation.

The company's common stock is traded on the OTC Markets under the symbol "SCOO". As of February 28, 2017, there were approximately 175 record holders of the common stock of the company. As of April 20, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: Mill Road Capital II, LP, Mill Road Capital II GP, Scott P Scharfman and Thomas E Lynch (21.3%); Zazove Associates, LLC, Zazove Associates, Inc and Gene T Pretti (16.2%); Steel Excel Inc, Steel Partners Holdings LP, SPH Group LLC, SPH Group Holdings LLC and Steel Partners Holdings GP Inc (9.9%); Saybrook Corporate Opportunity Fund II, LP, SCOF II Side Pocket Fund, LP, COF II Bonds Acquisition, LLC, Jonathan Rosenthal and Kenneth Slutsky (6.3%); Virginia Retirement System (5.7%); Anson Funds Management LP, Anson Management GP LLC, Bruce R Winson, Anson Advisors Inc, Adam Spears and Moez Kassam (5.6%); and Scott P Scharfman (21.3%). As of the same date, officers and directors as a group beneficially owns 26.8% of the company's outstanding shares.

RECENT EVENTS.

On August 18, 2017, the company completed the acquisition of the assets of Triumph Learning, LLC (Triumph Learning) pursuant to the terms of an Asset Purchase Agreement by and among School Specialty and Triumph Learning, LLC, a Delaware limited liability company. School Specialty acquired all of the assets of Triumph Learning for \$20,376 plus the assumption of certain liabilities. At closing, \$18,114 of the total purchase price was paid using the Company's existing debt facilities.

On July 26, 2016, the company sold its 35% interest in Carson Delloso Publishing LLC for \$9,839,000.

GUS D HALAS. He is the company's Chairman of the Board and has been a Director of the company since July 2015. From 2011 to 2013, he served as the President and CEO of Central Garden & Pet Company. From 2009 to 2015, he served as a Senior Advisor to White Deer Energy.

JOSEPH M YORIO. He joined the company as its President, CEO and as a Director in April 2014. Prior to joining the company, he served as the President and CEO of NYX Global LLC, from January 2011 to April 2014. Concurrently, he also performed the duties and responsibilities of Managing Director for Vertx. Prior to that, he was the President from March 2009 to December 2010 and CEO from June 2009 to December 2010 of Xe Services LLC (now known as Academi). He served as the Vice President, US and North American Air Hub Operations with DHL Express. Prior to that, he was the President of the Central Midwest Division of Corporate Express.

RYAN BOHR. He has served as the Executive Vice President and COO of the company since June 2017. He previously served as the company's Executive Vice President and CFO from October 2014 to June 2017. Prior to joining the company, he served as the CEO of Fresh Matters LLC from January 2014 to October 2014 after serving as an operations advisor to the company during 2013. Prior to that, he was a Partner at Hilco Equity Partners where he worked from March 2003 to December 2012.

KEVIN BAEHLER. He has served as the Executive Vice President and CFO of the company since June 2017. He joined the company in 2004 and since then he has held several positions with the company. He is a CPA.

EDWARD J CARR JR. He has served as the Executive Vice President and Chief Sales Officer (CSO) of the company since January 2015. Prior to joining the company, he served as the Corporate Vice President of Sales with Reinhart Foodservice (RFS), LLC, from January 2014 to January 2015. He served as the RFS Board member on the Boards of Directors for the International Foodservice Distributors Association (IFDA) and the Distribution Market Advantage (DMA). Prior to RFS, he served as the Executive Vice President of Sales and Marketing of Nicholas and Company, from June 2006 to January 2014.

TODD A SHAW. He has served as the Executive Vice President and Chief Supply Chain Officer (CSCO) of the company since June 2017. He previously served as the company's Vice President, Operational Excellence and Continuous Improvement from July 2014 to November 2014 and as the Executive Vice President, Operations from December 2014 to June 2017. Prior to joining the company, he served as the Vice President of Operations of Prolitec Inc from September 2011 to July 2014. Prior to that, he served as the COO of NYX Global LLC, from October 2010 to September 2011. From May 2009 to October 2010, he served as the Senior Vice President of Facility Services and Logistics of Xe Services LLC (now known as Academi).

JUSTIN LU. Director of the company since June 2013. He is a Principal and Assistant High Yield Portfolio Manager at Zazove Associates (Zazove). He has been employed by Zazove since 2002.

SCOTT P SCHARFMAN. Director of the company since January 2018. He has served as a Managing Director of Mill Road Capital (Mill Road), since 2006. He has served as the Chairman of the Board of PRT Growing Services, since 2012 and has served as the Chairman of the Board of RG Barry Corporation, since 2014.

ANDREW E SCHULTZ. Director of the company since July 2015. He has been a member of Holding Capital Group, since 1999. From 1992 to 1999, he served as the Vice President and General Counsel of Greenwich Hospital.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Jul 06 2018:

Registered Name	SCHOOL SPECIALTY, INC.	Registration ID	5345332	Filing Date	06/04/2013
Business Type	DOMESTIC CORPORATION	Status	STATUS NOT AVAILABLE	Registered Agent	THE CORPORATION TRUST COMPANY CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 198010000
Corporation Type	NOT AVAILABLE	Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE		
Incorporated Date	06/04/2013				
State of Incorporation	DELAWARE				

Government Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	N/A
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	Yes		
Contractor	Yes		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 07/03/2018

Description: The company, together with its subsidiaries, distributes supplies, furniture, technology products, supplemental learning products and curriculum solutions to the education marketplace.

The company's Distribution segment offers office products, classroom supplies, janitorial and sanitation supplies, school equipment, planning and development products, physical education products, art supplies and paper and others; supplemental learning materials, teaching resources, special needs and education products, early childhood offerings, classroom technology, planning and student development and school health and furniture; and project management and design services for school refurbishment and new construction projects. This segment provides its products primarily under the Childcraft, Sax Arts & Crafts, Califone, Premier Agendas, Classroom Select, Sportime, Abilitations, Hammond & Stephens, SPARK, Brodhead Garrett, School Smart, Royal Seating and Projects by Design brands.

Its Curriculum segment develops standards-based curriculum products, supplemental and intervention curriculum materials, instructional programs and student assessment tools in the areas of science, math and reading and math intervention, as well as comprehension, vocabulary, spelling and grammar. This segment sells its products to teachers, curriculum specialists and other educators under various product lines, such as 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 and S.P.I.R.E.

TRADEMARK (S): School Specialty, Education Essentials, School Smart, Royal Seating, Projects by Design, Academy of Reading, Academy of Math, abc School Supply, Integrations, Abilitations, Brodhead Garrett, Califone, Childcraft, ClassroomDirect, Coach, Buckle Down, Frey Scientific, Hammond & Stephens, Premier Agendas, Sax Arts & Crafts, Sax Family & Consumer Sciences, Sportime, Delta Education, Neo/SCI, CPO Science, EPS and AutoSkill, SSI GUARDIAN, Soar Life Products, FOSS, ThinkMath!, SPARKTM and FranklinCovey Seven Habits.

Terms are cash and on contract basis. Sells to wholesalers, retailers, general public and commercial concerns. Territory : United States and Canada.

The company's business is subject to seasonal influences. The company's historical revenues and profitability have been dramatically higher in the periods from June through September, primarily due to increased shipments to customers coinciding with the start of each school year.

Employees: 1,264 which includes officer(s). Undetermined employed here. The company also employs many seasonal employees during the late spring and summer months.

Facilities: Leases 332,000 sq. ft. in a building.

Special Events

As of 11/10/2018

EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 29, 2018: Revenue of \$558,839,000, Net Income of (\$104,000); compared to Revenue of \$545,928,000, Net Income of \$17,508,000 for the comparable period in the prior year.

As of 08/08/2018

EARNINGS UPDATE: According to published reports, comparative operating results for the 6 months ended June 30, 2018: Revenue of \$268,559,000, Net Income of (\$18,660,000); compared to Revenue of \$257,288,000, Net Income of (\$16,640,000) for the comparable period in the prior year.

Industry Data

SIC		NAICS	
Code	Description	Code	Description
50499906	School supplies	423490	Other Professional Equipment and Supplies Merchant Wholesalers
50210000	Furniture	423210	Furniture Merchant Wholesalers
50210100	Office and public building furniture	423210	Furniture Merchant Wholesalers
50210109	School desks	423210	Furniture Merchant Wholesalers
59619908	Educational supplies and equipment, mail order	454110	Electronic Shopping and Mail-Order Houses

Family Tree

Divisions Domestic

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:03-807-0848)
AKA: FRANK
SHAFFER
PUBLICATIONS AND
CHILDRENS
PUBLISHING
3195 WILSON DR NW,
GRAND RAPIDS, MI
49534-7565

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:60-570-9810)
AKA: NEO/SCI
100 AVIATION AVE,
ROCHESTER, NY
14624-4776

Branches Domestic

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:02-638-3013)
AKA: SAX ARTS AND
CRAFTS
2405 S CALHOUN RD,
NEW BERLIN, WI
53151-2709

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:02-715-0635)
4500 AIRWAYS BLVD,
SOUTHAVEN, MS
38671

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:07-898-6986)
AKA: HAMMOND &
STEPHENS
1845 N AIRPORT RD,
FREMONT, NE
68025-2965

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:09-096-2572)
MILWAUKEE, WI
53268-0001

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:11-740-0150)
AKA: NEW ENGLAND
SCHOOL SUPPLY
101 ALMGREN DR,
AGAWAM, MA
01001-3828

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:12-018-2527)
AKA: EDUCATIONAL
ESSENTIAL
1960 N 400 W,
CLEARFIELD, UT
84015-3519

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:11-966-6357)
3825 S WILLOW AVE
STE 101,
FRESNO, CA
93725-9025

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:14-348-7523)
AKA: SCHOOL
SPECIALTY
CHILDREN'S
PUBLISHING
8720 ORION PL STE
200,
COLUMBUS, OH
43240-2111

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:60-570-7988)
AKA: EDUCATORS
PUBLISHING
SERVICE
625 MOUNT AUBURN
ST STE 4,
CAMBRIDGE, MA
02138-4555

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:62-367-4921)
912 BRESTOL CT W,
BEDFORD, TX
76021-2304

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:78-513-3112)
W6316 DESIGN DR,
GREENVILLE, WI
54942-8404

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:80-859-4238)
CLEVELAND, OH
44193-0001

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:83-357-6945)
2480 BRIARCLIFF RD
NE,
ATLANTA, GA
30329-3034

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:96-753-4397)
AKA: FREY
SCIENTIFIC SCHOOL
80 NORTHWEST
BLVD,
NASHUA, NH
03063-4067

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:00-222-1489)
AKA: J L HAMMETT
CO
1 PALIOTTI PKWY,
LYONS, NY
14489-1315

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:08-828-9376)
AKA: BECKLEY-
CARDY GROUP
104 OLDE SPRINGS
RD,
COLUMBIA, SC
29223-6022

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:87-901-9529)
AKA: SCHOOL
SPECIALTY SUPPLY
W6316 DESIGN DR,
GREENVILLE, WI
54942-8404

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:82-922-8035)
2725 S MOORLAND
RD,
NEW BERLIN, WI
53151-3720

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:02-701-3781)
3395 W COLLEGE
AVE,
APPLETON, WI
54914-3921

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:83-278-4933)
N5602 LAKE SHORE
DR,
HILBERT, WI
54129-9205

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:05-248-9571)
733 E EIGHTH ST STE
110,
TRAVERSE CITY, MI
49686-2665

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:96-882-2614)
AKA: EDUCATORS
PUBLISHING
SERVICE
MILWAUKEE, WI
53268

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:96-990-3934)
100 PARAGON PKWY,
MANSFIELD, OH
44903-8056

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:80-736-9488)
AKA: SPARK/SSI
438 CAMINO DEL RIO
S STE 110,
SAN DIEGO, CA
92108-3546

SCHOOL SPECIALTY,
INC.
(D-U-N-
S@:07-913-7653)
140 MARBLE DR.,
LANCASTER, PA
17601-6812

Subsidiaries Domestic

<p>CHILDCRAFT EDUCATION CORP.; (D-U-N-S@:00-146-8792) AKA: ABC SCHOOL SUPPLY 1156 FOUR STAR DR, MOUNT JOY, PA 17552-8884</p>	<p>SPORTIME, LLC (D-U-N-S@:02-638-4094) AKA: SPORTIME 3175 NORTHWOODS PKWY, NORCROSS, GA 30071-1539</p>	<p>DELTA EDUCATION, LLC (D-U-N-S@:06-675-6271) AKA: CPO SCIENCE 80 NORTHWEST BLVD, NASHUA, NH 03063-4067</p>	<p>BIRD-IN-HAND WOODWORKS, INC.; (D-U-N-S@:06-979-9047) 3031 INDUSTRY DR, LANCASTER, PA 17603-4073</p>	<p>GLOBAL VIDEO, LLC (D-U-N-S@:12-131-1471) AKA: GUIDANCE CHANNEL 1000 WOODBURY RD STE 1, WOODBURY, NY 11797-2530</p>
<p>PREMIER AGENDAS, INC. (D-U-N-S@:80-791-0047) AKA: PREMIER SCHOOL AGENDAS 400 SEQUOIA DR STE 200, BELLINGHAM, WA 98226-7634</p>	<p>SAX ARTS & CRAFTS, INC (D-U-N-S@:19-485-9364) AKA: SAX ARTS CRAFTS 3825 S WILLOW AVE, FRESNO, CA 93725-9025</p>	<p>SPORTIME INTERNATIONAL LLC; (D-U-N-S@:18-928-6144) W6316 DESIGN DR, GREENVILLE, WI 54942-8404</p>		

Subsidiaries Global

School Specialty Literacy and Intervention; (D-U-N-S@:25-138-0700) 555 Legget Dr Suite 600, KANATA, CARLETON K2K 2X3, CA

This list is limited to the first 25 branches, subsidiaries, divisions and affiliates, both domestic and international. Please use the Global Family Linkage Link above to view the full listing.

Financial Statements

Statement Update

Interim Consolidated statement dated SEP 29 2018:

Assets	USD	Liabilities	USD
Current Assets		Current Liabilities	
Cash	\$7,922,000	Accts Pay	\$43,219,000
Accts Rec	175,111,000	Contract Liabilities	7,232,000
Inventory	96,024,000	Accruals	31,201,000
Prepaid Exps & Other Current Assets	17,731,000	L.T. Liab-(1yr)	90,450,000
Total Current Assets	296,788,000	Total Current Liabilities	172,102,000
Non Current Assets		Non Current Liabilities	
Fixt & Equip	31,732,000	Long-Term Debt-Net	128,830,000
Goodwill	26,842,000	Other Liabilities	569,000
Intangible Assets-Net	34,245,000	COMMON STOCK	7,000
Development Costs & Other	15,407,000	ADDIT. PD.-IN CAP	124,228,000
Other Assets	2,002,000	ACCUM OTHER COMPREHENSIVE LOSS	(1,720,000)
Total Assets	407,016,000	RETAINED EARNINGS	(17,000,000)
		Total Liabilities & Net Worth	407,016,000

As of 11/09/2018

From DEC 31 2017 to SEP 29 2018 sales \$558,839,000; cost of goods sold \$366,470,000. Gross profit \$192,369,000; operating expenses \$171,702,000. Operating income \$20,667,000; other expenses \$11,351,000; net income before taxes \$9,316,000; Federal income tax \$9,420,000; (net loss) \$104,000.

Statement Source

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Accounts receivable shown net less \$1,004,000 allowance. Fixed assets shown net less \$56,661,000 depreciation.

Explanations

The net worth of this company includes intangibles.

Three Years Comparative Statement				Key Business Ratios (Based on 23 establishments)			
	Fiscal Consolidated Dec 31 2016 USD	Fiscal Consolidated Dec 30 2017 USD	Interim Consolidated Mar 31 2018 USD		This Business	Industry Median	Industry Quartile
Curr Assets	\$188,398,000	\$196,438,000	\$183,191,000	Profitability			
Curr Liabs	57,410,000	74,170,000	86,474,000	Return on Sales	0.0	2.8	UN
Current Ratio	3.28	2.65	2.12	Return on Net Worth	UN	19.7	UN
Working Capital	130,988,000	122,268,000	96,717,000	Short Term Solvency			
Other Assets	99,209,000	115,969,000	120,984,000	Current Ratio	1.7	1.9	3
Worth	98,119,000	107,491,000	86,427,000	Quick Ratio	1.1	1.3	3
Sales	656,322,000	658,383,000		Efficiency			
Long Term Liab	132,078,000	130,746,000	131,274,000	Assets Sales	UN	35.8	UN
Net Profit (Loss)	14,764,000	6,779,000		Sales / Net Working Capital	4.5	7.3	4
				Utilization			
				Total Liabs / Net Worth	UN	122.3	UN

As of 09/29/2018

Most Recent Financial Statement**Interim Consolidated statement dated MAR 31 2018:**

Assets	USD	Liabilities	USD
Current Assets		Current Liabilities	
Cash	\$10,276,000	Accts Pay	\$34,544,000
Accts Rec	54,300,000	Contract Liabilities	5,113,000
Inventory	102,232,000	Accruals	16,417,000
Prepaid Exps & Other Current Assets	15,425,000	L.T. Liab-(1yr)	30,400,000
Refundable Income Taxes	958,000	Total Current Liabilities	86,474,000
Total Current Assets	183,191,000		
Non Current Assets		Non Current Liabilities	
Fixt & Equip	32,465,000	Long-Term Debt-Net	130,489,000
Goodwill	26,842,000	Other Liabilities	785,000
Intangible Assets-Net	36,164,000	COMMON STOCK	7,000
Development Costs & Other	16,158,000	ADDIT. PD.-IN CAP	123,655,000
Other Assets	9,355,000	ACCUM OTHER COMPREHENSIVE LOSS	(1,661,000)
Total Assets	304,175,000	RETAINED EARNINGS	(35,574,000)
		Total Liabilities & Net Worth	304,175,000

As of 07/03/2018

From DEC 31 2017 to MAR 31 2018 sales \$99,287,000; cost of goods sold \$63,166,000. Gross profit \$36,121,000; operating expenses \$57,449,000. Operating income \$(21,328,000); other expenses \$3,506,000; net income before taxes \$(24,834,000); Federal income tax \$(6,156,000). (net loss) \$18,678,000.

Statement Source

Statement obtained from Securities and Exchange Commission. Prepared from books without audit.

Accounts receivable shown net less \$668,000 allowance. Fixed assets shown net less \$52,483,000 depreciation.

Explanations

The net worth of this company includes intangibles.

The report was updated using information the company filed with the Securities and Exchange Commission.

Effective December 26, 2015 the company changed its fiscal year end from the last Saturday in April to the last Saturday in December.

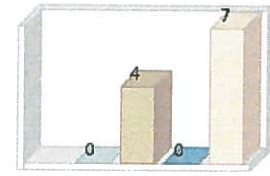
Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records	Most Recent Filing Date
Judgment	0	
Lien	4	07/24/2017
Suit	0	
UCC	7	06/14/2018

Public Filings



Bankruptcy Judgment Lien Suit UCC

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

Full Filings

Liens

Amount	\$1,874	Latest Info Received	08/31/2017
Status	Open	Type	State Tax
Where Filed	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC	Status Attained	07/24/2017
Filed By	SOUTH CAROLINA DEPARTMENT OF REVENUE	Date Filed	07/24/2017
against	SCHOOL SPECIALTY INC, APPLETON, WI AND OTHERS	BOOK/PAGE	2229/3572
Amount	\$333,718	Latest Info Received	07/24/2018
Status	Terminated	Type	Judgment lien
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL	Status Attained	06/22/2016
Filed By	STATE OF FLORIDA, DEPARTMENT OF REVENUE	Date Filed	02/25/2016
against	SCHOOL SPECIALTY INC, APPLETON, WI	CASE NO.	J16000144653
Amount	\$333,718	Latest Info Received	07/11/2016
Status	Terminated	Type	Judgment lien
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL	Status Attained	06/22/2016
Filed By	STATE OF FLORIDA, DEPARTMENT OF REVENUE	Date Filed	02/25/2016
against	SCHOOL SPECIALTY INC, APPLETON, WI	CASE NO.	J16000391916
Amount	\$1,874	Latest Info Received	07/05/2018
Status	Released	Type	State Tax
Where Filed	RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC	Status Attained	05/08/2018
Filed By	SOUTH CAROLINA DEPARTMENT OF REVENUE	BOOK/PAGE	2301/1386
against	SCHOOL SPECIALTY INC, APPLETON, WI AND OTHERS		

A lienholder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lienholder against a debtor may be indicative of such an occurrence.

UCC Filings

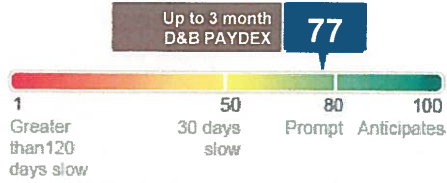
Collateral	All Assets and proceeds	Latest Info Received	05/23/2017
Filing No.	2017 2283056	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	04/07/2017
Secured Party	TCW ASSET MANAGEMENT COMPANY, LLC, AS AGENT, BOSTON, MA		
Debtor	SCHOOL SPECIALTY, INC.		
Collateral	All Assets	Latest Info Received	07/07/2017
Filing No.	2017 2292396	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	04/07/2017
Secured Party	BANK OF AMERICA, N. A., AS AGENT, NEW YORK, NY		
Debtor	SCHOOL SPECIALTY, INC.		
Collateral	Equipment	Latest Info Received	06/08/2018
Filing No.	OH00221675147	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH	Date Filed	05/24/2018
Secured Party	Andersen Material Handling, Wixom, MI		
Debtor	School Specialty, Mansfield, OH		
Filing No.	SR159429	Latest Info Received	06/18/2018
Original UCC Filed Date	05/24/2018	Type	Termination
Where Filed	SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH	Date Filed	06/14/2018
Secured Party	Andersen Material Handling, Wixom, MI	Original Filing No.	OH00221675147
Debtor	School Specialty, Mansfield, OH		
Collateral	Leased Equipment	Latest Info Received	06/09/2017
Filing No.	170006800519	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, MADISON, WI	Date Filed	05/17/2017
Secured Party	XEROX FINANCIAL SERVICES, NORWALK, CT		
Debtor	SCHOOL SPECIALTY, INC.		
Collateral	Leased Equipment	Latest Info Received	06/12/2015
Filing No.	150006621520	Type	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, MADISON, WI	Date Filed	05/26/2015
Secured Party	XEROX FINANCIAL SERVICES, NORWALK, CT		
Debtor	SCHOOL SPECIALTY, INC.		
Filing No.	2017 8557805	Latest Info Received	02/27/2018
Original UCC Filed Date	06/11/2013	Type	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	12/26/2017
Secured Party	BANK OF AMERICA, N.A., AS AGENT, NEW YORK, NY	Original Filing No.	2013 2232818
Debtor	SCHOOL SPECIALTY, INC.		

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Additional UCC and SLJ filings for this company can be found by conducting a more detailed search in our Public Records Database.

Paydex

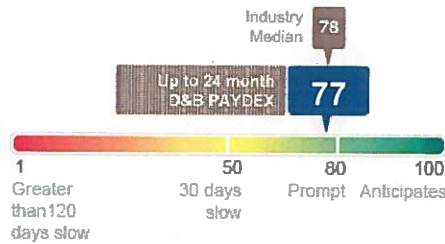
Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

Up to 3 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average 5 Days Beyond Terms. Based on payments collected over last 3 months.

Up to 24 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average 5 days beyond terms. Based on payments collected up to 24 months.

When weighted by dollar amount, the industry average is 3 DAYS BEYOND terms.

- High risk of late payment (average 30 to 120 days beyond terms)
- Medium risk of late payment (average 30 days or less beyond terms)
- Low risk of late payment (average prompt to 30+ days sooner)

Payment Trend	unchanged *	Total Payment Experiences for the HQ	209	Highest Now Owing	\$1,000,000
Payments Within Terms	81%	Total Placed for Collection	0	Highest Past Due	\$400,000
Average High Credit	\$158,781	Largest High Credit	\$10,000,000		

* compared to payments three months ago

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 209 payment experiences in D&B's file, with 126 experiences reported during the last three month period. The highest Now Owes on file is \$1,000,000. The highest Past Due on file is \$400,000.

Top 10 Industries

Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%)			
					0-30	31-60	61-90	90+
Trucking non-local	10	\$1,291,000	\$900,000	85	10	2	0	3
Whol service paper	8	744,250	400,000	100	0	0	0	0
Business consulting	5	4,125,000	3,000,000	87	0	12	0	1
Whol office supplies	5	2,497,500	2,000,000	100	0	0	0	0
Mfg misc plastic prdt	2	10,002,500	10,000,000	100	0	0	0	0
Mfg wood office furn	2	595,000	500,000	58	42	0	0	0
Whol appliances	2	505,000	500,000	100	0	0	0	0
Mfg misc products	2	500,500	500,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Travel agency	1	500,000	500,000	100	0	0	0	0
OTHER INDUSTRIES	119	3,350,350	400,000	78	8	4	7	3

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash Experiences	47	\$14,400	\$7,500
Payment record unknown	4	125,150	100,000
Unfavorable comments	1	100	100

Placed for Collection	0	0	0
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Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
January 2019	Ppt	\$10,000	\$7,500	\$0	N30	1
December 2018	Ppt	2,000,000	1,000,000	5,000	N/A	1
	Ppt	900,000	400,000	100,000	N30	
	Ppt	400,000	70,000	25,000	N/A	1
	Ppt	400,000	400,000	0	N/A	1
	Ppt	200,000	100,000	10,000	N/A	1
	Ppt	95,000	95,000	0	N/A	1
	Ppt	40,000	250	0	N/A	1
	Ppt	20,000	500	0	N/A	1
	Ppt	20,000	10,000	5,000	N/A	1
	Ppt	15,000	1,000	0	N30	1
	Ppt	10,000	1,000	250	N30	1
	Ppt	10,000	5,000	0	N/A	1
	Ppt	5,000	5,000	0	N/A	1
	Ppt	2,500	250	0	N/A	1
	Ppt	2,500	250	0	N/A	1
	Ppt	2,500	0	0	N30	1
	Ppt	2,500	0	0	N/A	2-3
	Ppt	2,500	500	0	N/A	1
	Ppt	2,500	2,500	0	Lease Agreemnt	1
	Ppt	1,000	0	0	N/A	6-12
	Ppt	1,000	250	0	N/A	1
	Ppt	1,000	1,000	0	N/A	1
	Ppt	500	500	0	N/A	1
	Ppt	250	250	0	Lease Agreemnt	1
	Ppt	100	0	0	N30	6-12
	Ppt	100	100	0	N/A	1
	Ppt	50	0	0	N30	2-3
	Ppt	0	0	0	N/A	2-3
	Ppt-Slow 10	5,000	5,000	2,500	N/A	1
	Ppt-Slow 15	1,000	100	0	N/A	1
	Ppt-Slow 30	10,000	750	50	N/A	1
	Ppt-Slow 90	10,000	2,500	0	N/A	1
	Ppt-Slow 120	7,500	7,500	2,500	N/A	1
November 2018	Ppt	500,000	200,000	7,500	N/A	1
	Ppt	100,000	0	0	N/A	6-12
	Ppt	100,000	0	0	N/A	6-12
	Ppt	85,000	10,000	0	N/A	1
	Ppt	65,000	30,000	0	N/A	1
	Ppt	65,000	50	0	N30	1
	Ppt	50,000	0	0	N/A	6-12
	Ppt	30,000	0	0	N/A	6-12
	Ppt	20,000	2,500	0	N/A	1

	Ppt	7,500	0	0	N/A	2-3
	Ppt	7,500	5,000	2,500	N/A	1
	Ppt	5,000	5,000	0	N/A	1
	Ppt	5,000	2,500	0	N15	1
	Ppt	2,500	100	0	N/A	1
	Ppt	2,500	0	0	N/A	1
	Ppt	2,500	0	0	N30	2-3
	Ppt	2,500	0	0	N/A	4-5
	Ppt	1,000	500	0	N30	1
	Ppt	1,000	0	0	N/A	1
	Ppt	750	0	0	N/A	4-5
	Ppt	750	0	0	N30	6-12
	Ppt	500	0	0	N/A	6-12
	Ppt	500	0	0	N/A	2-3
	Ppt	250	0	0	N/A	1
	Ppt	100	0	0	N/A	6-12
	Ppt	100	50	0	N/A	1
	Ppt	100	0	0	N/A	4-5
	Ppt-Slow 15	100,000	40,000	500	N/A	1
	Ppt-Slow 30	50,000	2,500	0	N/A	1
	Ppt-Slow 30	15,000	10,000	7,500	N/A	1
	Ppt-Slow 60	900,000	600,000	400,000	N/A	1
	Slow 15	100	0	0	N/A	6-12
	Slow 30	250	0	0	N/A	2-3
	Slow 30	100	0	0	N/A	2-3
	Slow 60	7,500	0	0	N30	4-5
	Slow 90	85,000	5,000	2,500	N30	1
	Slow 30-90	500	0	0	N/A	1
	Slow 120+	1,000	1,000	1,000	N/A	
October 2018	Ppt	2,500	1,000	0	N/A	1
	Ppt	500	0	0	N/A	6-12
September 2018	Ppt	1,000	500	0	N30	1
	Ppt	100	100	0	1 10 N30	1
	(077)Cash own option	50	0	0	Cash account	6-12
August 2018	Ppt	750	0	0	N/A	2-3
	(079)Cash own option	50	0	0	Cash account	4-5
July 2018	Ppt	250	0	0	N/A	6-12

Lines shown in red are 30 or more days beyond terms

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13. Customer's rights to use the Services are as described in the government contract signed between D&B and the Government. Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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, INC.		
	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 <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see Instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. BUSINESS: W6316 DESIGN DRIVE/REMIT TO: 32656 COLLECTION CENTER DRIVE		Requester's name and address (optional)
	6 City, state, and ZIP code BUSINESS: GREENVILLE, WI 54942/REMIT TO: CHICAGO, IL 60693-0326		
	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	
3 9 - 0 9 7 1 2 3 9	

Part II Certification

- Under penalties of perjury, I certify that:
- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined below); and
 - 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 ▶ <i>[Handwritten Signature]</i>	Date ▶ 02/25/2019
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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.

Furniture and Equipment

Available from School Specialty®



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

School Specialty is Your One Source for Every Learning Environment

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

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

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

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

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

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

Choose School Specialty to Furnish Every Area of Your School

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



For more information, please contact your Territory Sales Manager.



"When you have one vendor,

one contact, the process is streamlined."

David Hawkins,
Superintendent
Tyngsborough Public Schools
Tyngsborough, Massachusetts

Furniture and Equipment

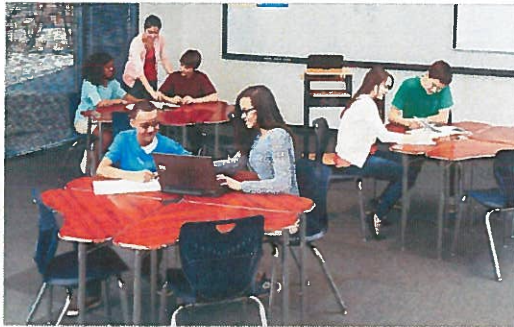
Available from School Specialty®



Solutions for Your Entire Learning Community

Featured Products

Student Desks and Chairs



Office Suites



Soft Seating



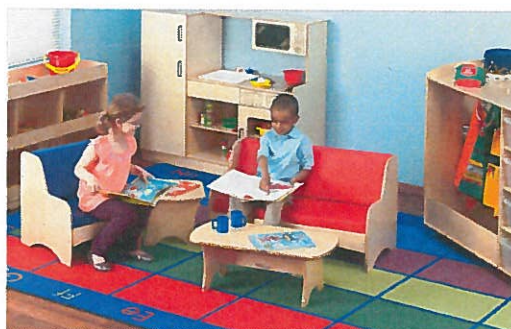
Tables & Chairs



Food Court Seating and Tables



Early Childhood Furniture



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

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

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

Attachment No. 7A**Project Management & Installation Services****Project Management**

To ensure on-time and on-budget delivery and installation, we'll supervise the entire post-award process.

Our experience, well-trained Project Management Team, will oversee the delivery/installation/punch list phases for each installation project/order. Once a contract or purchase order is in-house, the Project Management Team will manage the entry of the order into our system through the District sign-off on the final punch list.

Prior to the first day of the project installation, the Project TEam will provide the district with a copy of a Project Binder which will include the following:

- **Contact Sheet** – has key School Specialty personnel names and contact information for both local representatives and project management team members
- **Punch List Form** – the district will receive a completed punch list form within 5 business days after walk-throughs
- **Product Summary Report** (Product Detail – Product by Vendor/Manufacturer) – report contains product photos
- **Drawings** – binder will have all drawings and layouts related to the project
- **Project Shipping Detail Report** - Project Team will provide once all suppliers' ship dates are received
- **Delivery/Installation Schedule Report** - Project Team will e-mail the week prior to the set delivery window
- **Product by-Room Report** – will receive prior to start of installations
- **Room-by-Room Report** – will receive prior to start of installations; report contains product photos
- **Logistics Management:** we will will manage all logistical arrangements including coordinating deliveries and installations with the designated district personnel, manufacturers, freight companies and our installation partners.

- **“Timely” Communication:** the Project Management Team will maintain regular communication as needed with all parties on any milestones that are approaching.
- **Site Visits:** A representative from our company and our lead installer will make regular visits to the job site prior to the delivery of the furniture to assure that the building, and areas adjacent to the building such as parking lots, are ready to accept the furnishings. A representative from our company can also be on-site during the installation phases as well.

Installation Services

School Specialty does not have our own installation team; we utilize third-party companies to provide warehousing and on-site installation services. Although we use installation subcontractors, they must meet a stringent set of guidelines set forth to them prior to becoming a part of our team:

- Follow all federal, state, and local laws and regulations.
- All employees who perform installation work on school district grounds must be able to pass all required background checks
- Companies must have and maintain proper insurance coverages
- **Before** - If receiving product into their warehouses, both companies are required to inspect all deliveries and report back to our Project Team what was received and all discrepancies, I.E., damages, shortages, etc.
- **During** – installers are accountable to stay in daily contact with our Project Management Team to review their daily progress or to communicate pertinent project information.
- **After** – if there are issues that will require our installers to return to schools after installations are completed, they are held accountable to return in a timely manner.

We will work with our installation subcontractor to ensure they perform the following services:

- Provide protections for floors (Masonite), elevators (Padding), doors, and other areas of the site they are working in
- Meet and offload trucks
- Staging of product (either onsite or offsite at a local installation company’s warehouse, if necessary)
- Conduct daily inventory & tracking of product received
- Unpacking & complete assembly of items per suppliers’ specifications

- Daily removal of trash from sites.
 - Unless the appropriate district representative extends approval, our installation crew members are not authorized to eat or drink in any areas of the buildings.
-
- The Project Management Team will ensure the installation companies are equipped with the appropriate materials and equipment to correctly receive, transport (hand trucks/dollies with rubberized casters),
 - Assemble product and removal of trash daily (our installation partners are not allowed to use schools' dumpsters for disposal of packing or shipping material). The Team will ensure no pallet jacks are utilized within the buildings. Prior to the use of elevators, we will ask approval from the appropriate district representatives.
 - Our onsite installation personnel will meet with the designated onsite school district representative daily to review the schedule of work for the day including but not limited to delivery schedules, rooms or areas installing, installation progress, and more.
 - Our installers will place Room- by- Room reports in visible areas outside of the entry doors or places designated by your representatives, and will use them as inventory tools. They will remain until final walk throughs are conducted and signed off by the appropriate district representatives.
 - The installers will immediately report, at time of delivery, any shortages or freight damage to the Project Management team. If there are damaged goods or shortages, we will arrange for immediate replacements.
 - Throughout the process, installers are in constant contact with the Project Management team on issues, creating and maintaining a "punch list" of items that require follow up. Your team of installers, along with local sales representatives will work together on the "punch list" to ensure that all issues are resolved in a timely fashion and to your complete satisfaction.
 - Representatives of our company along with our lead installer, and a representative(s) of the school district, will conduct a thorough inspection of all products after the installation process has been completed. We agree to provide your representatives with **documented punch-lists within five (5) business days from the date of the walk-throughs.**

Safety

Below are safety guidelines we give to our installation partners receive for each project they are assigned to by School Specialty. Our company hold our installers accountable for all actions they take while on school grounds:

*School Specialty Inc. is committed to the safety of all our customers and installation subcontractors. The following safety plan will assist your employees to comply with environmental, safety and health requirements. We expect your participation and involvement in helping to make **(Name of Project)** a safe place to work:

1. Following established safety rules and procedures is the responsibility of all subcontractor employees while on school or building grounds.
2. All accidents (injuries, illnesses, or near misses) must be reported to School Specialty immediately.
3. All employees are required to wear proper Personal Protective Equipment.
4. Appropriate footwear is required to be worn by all employees working in or on site. Open toe or open heeled shoes are prohibited (some jobsites may require hard toe footwear due to ongoing construction).
5. Employees working in or on school grounds shall wear pants or slacks to protect the employees from sharp objects, metal shavings and other hazards. Long sleeved garments must be rolled up past elbow or buttoned at the wrist with a tight fit. Appropriate clothing must be worn at all times.
6. Obey all barricaded areas and warning signs such as "*authorized personnel only*", "*stop*", "*restricted area*", etc.
7. Employees must fully comply with posted instructions, safety rules, and warning signs.
8. Proper lifting procedure and techniques are to be followed. Lifting devices are to be used for all objects that are awkward or heavy product.
9. Only authorized employees
10. are to operate forklifts, man lifts, and mobile equipment vehicles. Passengers are prohibited on lift and shop carts.
11. **Never** handle, transfer, or transport any hazardous or non-hazardous regulated waste.
12. Aisles, eye wash stations, fire equipment, electrical panels, and other designated "clear areas" must not be blocked.
13. Never climb on racks, stools, chairs, shelves, tables, or desks to reach objects over your head. Only use approved ladders, locking stools, man lifts, or scaffolds.
14. Know the location of the nearest fire extinguisher and electrical disconnects for your equipment.
15. Smoking, alcohol or the use of illegal substances are prohibited on or near school grounds

Attachment 7B - Design Services

School Specialty offers a free, no cost design services program to OMNIA Partners, Public Sector members.

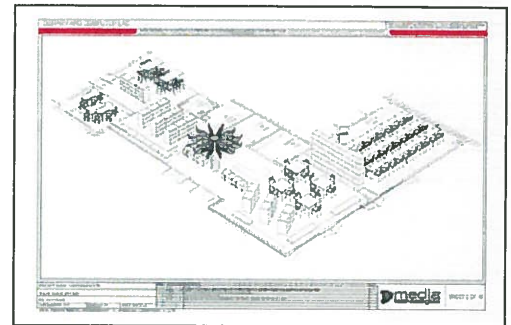


Projects
by DESIGN®

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

Key Responsibilities

- Work with School Specialty sales representatives and/or directly with customers to provide the required data files, drawings, renderings, or any additional information needed.
- Design and/or prepare drawings within company and customer requirements.
- Handle corrections and/or changes to new or existing drawings/renderings, and ensure the timely execution of these changes within a specified time frame.
- Handles ad hoc design projects, including initial design and layout; product/school logo designs; and special product needs.
- Handles all space planning, verifying the proper fit and design of all furniture products within multiple dimensional spaces.
- Determine that drawings/renderings have sufficient views, and allow proper interpretation of design intent and educational functionality.



2D & 3D Rendering Samples



Nothing shows capabilities and experience better than testimonies and actual work performed; therefore, we have included on the following pages examples of 2D drawings, 3D, and renderings that the Team has produced for past new construction or renovation projects.

We HIGHLY recommend viewing our blog for more on our proven experience:

<http://blog.schoolspecialty.com/furniture/advancing-critical-21st-century-skills-collaborative-learning/>

*This particular hyperlink will take you directly to a blog post containing a video of the work we performed at the George I. Sanchez Collaborative Community School, which is part of the Albuquerque Public School System.



Let's design the future - Together!



Attachment 1



SCHOOL SPECIALTY'S DISCOUNT SCHEDULE
SOLICITATION #19-18 - Furniture, Installation, and Related Services

Manufacturer	\$0 -	\$25,001 -	\$100,001 -	\$250,001 +
	\$25,000	\$100,000	\$250,000	
Aurora Storage	33%	32%	34%	35%
Balt / Mooreco	37%	38%	41%	42%
Best-Rite / Mooreco	37%	38%	41%	42%
Vanerum & Soft Seating / Mooreco	28%	30%	33%	35%
Bird-in-Hand / Childcraft	68%	69%	70%	71%
Brodart	47%	48%	50%	52%
Califone	3%	7%	10%	13%
Carpets for Kids	20%	22%	25%	27%
CEF	20%	22%	25%	27%
Classroom Select	69%	70%	71%	71%
Classroom Select - Contemporary	71%	71%	72%	73%
Classroom Select - Inspo	67%	68%	69%	70%
Classroom Select - NeoClass	67%	68%	69%	70%
Classroom Select - Traditional	71%	71%	72%	73%
Royal Seating	71%	72%	73%	74%
Copernicus - not including Irover	28%	30%	33%	35%
Diversified Woodcrafts	50%	52%	54%	55%
Dukane	36%	38%	40%	42%
Eurotech	39%	41%	43%	45%
Fire King	34%	35%	37%	39%
Fleetwood	20%	22%	25%	27%
Fomcore	40%	42%	44%	45%
Global	36%	38%	41%	42%
Global - Offices To Go	42%	44%	46%	48%
Haskell	36%	38%	40%	42%
Horizon Seating	34%	36%	39%	40%
High Point	48%	50%	52%	53%
IFC	36%	38%	40%	42%
Interior Concepts	40%	42%	44%	45%
Ironwood	42%	43%	45%	47%
ISI	36%	38%	40%	42%
KFI Seating	47%	48%	50%	52%
Marvel - Zapf, MW, Mailroom	39%	41%	43%	45%
Marvel - Pronto	55%	56%	58%	59%
Marvel - Vizion	20%	22%	25%	27%
Media Technologies	36%	38%	40%	42%
National Public Seating / Oklahoma Sound	35%	37%	40%	41%
Nook	20%	22%	25%	27%
OFM	52%	53%	55%	56%
Perpetual	46%	47%	48%	50%
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	12%	12%	12%	12%
Smith System	20%	22%	25%	27%
Tenjam	36%	38%	40%	42%
Tesco	26%	28%	31%	33%
Ultra Play	2%	2%	2%	2%
Ultra Site	4%	5%	7%	8%

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 provides for dock/tailgate delivery during normal business hours (8:00 am - 4:00 pm, Monday-Friday). Additional delivery requirements such as inside delivery, lift gate, limited access sites and the exception of weekend deliveries will incur an additional expense and will be the responsibility of the member.

Installation costs, if necessary, will be quoted on a job by job basis with a minimum charge of

Discounts will remain firm for the term of this 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. New manufacturer list prices will be provided when available, with every effort made to provide 30 days advance notice. School Specialty F&E catalog discount is also free freight on all items with a 6 or 8 item number prefix.

3.0 Marketing and Sales

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

Response: see full details on Attachment No. 8, **Marketing & Sales Program**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
-

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

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

Response: see full details on Attachment No. **8, Marketing and Sales Program.**

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

Response: We currently hold a Master Agreement for supplies with OMNIA Partners; therefore, all of the customers utilizing the supplies agreement will automatically be eligible for the use of the Furniture Master Agreement. If we are awarded a Master Agreement for furniture, we will lead with OMNIA Partners Furniture agreement when an existing OMNIA customer has an upcoming furniture project. We participate in many regional and locate state agreements along with other national contracts.

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

Response: yes, upon prior approval from School Specialty, we will agree to provide our logo to OMNIA Partners and agree to provide permission for reproduction of such logo in all marketing communications and promotions. We will require permission from OMNIA Partners, Public Sector prior to use of your logo in any reproductions or materials.

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

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

Response: School Specialty agrees to proactively promote the Master Agreement within our sales organization nationally to all eligible public agencies. We will follow and adhere to established follow up lead times as set by OMNIA Partners, Public Sector. All sales material will include OMNIA Partners, Public Sector logo with prior approval. Our sales initiatives will meet and exceed each of the above listed communication points i. through iv.

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

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Response: School Specialty Business Development Team and Sales Leadership will ensure our sales force is thoroughly trained on all aspects of the Master Agreement including all of the above listed requirements and more.

Attachment No.8 Marketing & Sales Program

3.0 – Marketing and Sales:

A. School Specialty will work with our OMNIA Portfolio Manager to determine a set of comprehensive marketing strategies and plans. This 90-day plan may include, but not be limited to:

1. Agreement announcement released via School Specialty and Equalis Group.
2. Training sessions scheduled, including:
 - a. Inside Sales
 - b. Field Sellers
 - c. Customer Care
3. Weekly Strategic Agreement calls to walk SSI personnel through the features and benefits of the contract.
4. Agree to and launch the marketing plan.

B. In partnership with OMNIA Partners, School Specialty will seek to inform members of the wide range of furniture manufacturers available to them through SSI 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 Marketing personnel will work closely with OMNIA Partners to:

- a. Establish benchmarks and outline objectives for marketing performance.
- b. Establish a detailed and aggressive marketing plan crafted by School Specialty Sr. Marketing Manager, Helen Schleis (helen.schleis@schoolspecialty.com) and the OMNIA Partners Portfolio Manager.
- c. Quarterly Review and refinement of marketing initiatives to better serve the needs of both entities.
- d. Analytical review after each marketing campaign.
- e. Features and benefits of the contract will be addressed via presentations utilizing PowerPoint or other presentation software.

School Specialty Marketing personnel will also provide:

- f. Co-branded marketing collateral
- g. An update to the already existing specific web landing page on the School Specialty ordering platform (www.schoolspecialty.com/omnia-partners)
- h. Review and possible participation in trade shows deemed advantageous for both parties.
- i. Social media and blog posts including an announcement of the contract and the feature and benefits of the program.
- j. Direct and email marketing campaigns

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

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

Response:

Executive Support - Michael Buenzow, Interim Chief Executive Officer
E-Mail: Michael.Buenzow@schoolspecialty.com
Tele #: (920) 358-4293

Marketing – Helen Schleis, Marketing Manager
E-Mail: Helen.Schleis@schoolspecialty.com
Tele #: (678) 823-5125

Sales – Greg Harbaugh, Vice-President Business Development
E-Mail: Greg.Harbaugh@schoolspecialty.com
Tele #: (856) 217-8307

Sales Support – David Fricke, Vice-President Sales Support
E-Mail: David.Fricke@schoolspecialty.com
Tele #: (920) 882-5773

Financial Reporting -Sherri Kremers, Business Data Analyst
E-Mail: Sherri.Kremers@schoolspecialty.com
Tele #: (920) 882-5275

Accounts Payable - Greg Clemens, Accounts Payable Manager
E-Mail: Greg.Clemens@schoolspecialty.com
Tele #: (419) 589-1578

Contracts – Leonard Adkins, Bids & Contracts Manager
E-Mail: Leonard.Adkins@schoolspecialty.com
Tele #: (419) 589-1656

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

Response: School Specialty deploys 308 sales associates nationally; this includes both local area Sales Representatives along with Inside Sales associates. We cover all 50 states with these groups.

Sales Team Structure:

- A. Regional Vice-President
- B. Vice-President – Business Development
- C. Regional Furniture Sales Manager
- D. Senior Learning Environment Specialist
- E. Learning Environment Specialist
- F. Regional Sales Manager
- G. Strategic Account Manager
- H. Strategic Account Representatives
- I. Inside Sales Associate

Highest-Level Executive

Michael Buenzow, Interim Chief Executive Officer
W6316 Design Drive
Greenville, WI 54942
E-Mail: Michael.Buenzow@schoolspecialty.com
Telephone #: (920) 358-4293

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

Response: Greg Harbaugh, Vice-President of Business Development, and his team of dedicated national contracts associates has developed an on-going training program for our entire sales force. This training program includes how to properly utilize the contract in their daily interactions with their customer base.

- If awarded a contract, we can create a "Landing Page" with contract information for OMNIA partners and Public Sector to use. During the implementation phase, Greg and his team will conduct on-going training sessions with our entire sales force. We will also create promotional material for our sales force to utilize when promoting the contract.
 - To help grow sales for the contract, we will proactively look at methods of including an awarded contract on transactional sales but on our large, new construction and large renovation projects nationally. With our sales presence in all 50 states we can continue sales growth.
-

- Along with our sales force, we have internal support that will help service a national program. From our Corporate Marketing/Merchandising team who will help with establishing our landing page and creation of promotional material to our internal sales support team who partners with our sales force throughout the life cycle Of pricing opportunities.

J. 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.

Response: led by Greg Harbaugh, VP of Business Development, his team will be responsible for managing the national program through-out the term of a master agreement.

- **Ongoing Coordination of Marketing & Sales Efforts** – Greg and team will coordinate creation of timely marketing material with our Corporate 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 Public Sectors 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 is less than 24 hours.
- **Contract Administration** – Greg and Team will be responsible for working with our Corporate Reports Team to ensure contract administration requirements including payments and reporting are performed timely.

K. 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.

Response: \$523,200,000.00 K-12 Sales. Please see attachment number 9 for list of school districts, dollar total of purchases, and key contact for each.

- L. 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.

Response: Please see attachment number 10, School Specialty Online: At-A-Glance Flyer.

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

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

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

Response: School Specialty can not guarantee sales against the Master Agreement.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Response: if awarded the Master Agreement, School Specialty will agree to these terms.

Attachment No. 9

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 District: New York City Board of Education, New York City, NY
Total Sales: \$33,838,769
Contact: Steve Ladolcetta, Supervisor School Based Procurement
E-Mail: sladolc@schools.nyc.gov
Telephone #: (718) 935-2087

School District: Houston ISD, Houston, TX
Total Sales: \$7,224,302
Contact: Michelle Black, Contracts Division
E-Mail: michelle.black@houstonisd.org
Telephone #: (713) 556-9325

School District: Philadelphia School District, Philadelphia, PA
Total Sales: \$5,206,315
Contact: Kyla Jones, Procurement Manager
E-Mail: kjones@philasd.org
Telephone #: (215) 400-5264

School District: Chicago Public Schools, Chicago, IL
Total Sales: \$4,285,602
Contact: Carisa Hubbard, Category Manager Procurement
E-Mail: cahubbard@cps.edu
Telephone #: (773) 553-3295

School District: Ft. Worth ISD, Ft. Worth, Texas
Total Sales: \$4,146,665
Contact: Danette Murray, Director of Purchasing
E-Mail: dmurray@fwisd.org
Telephone #: (817) 317-7734

School District: Los Angeles USD, Los Angeles, CA
Total Sales: \$2,885,893
Contact: Hon Chan, Contracts Director
E-Mail: hon.chan@lausd.net
Telephone #: (562) 654-9409

School District: Broward County Schools, Broward County, FL
Total Sales: \$2,810,852
Contact: Al Shelton, Procurement Services
E-Mail: al.shelton@browardschools.com
Telephone #: (754) 321-0520

School District: Detroit Public Schools, Detroit, MI
Total Sales: \$2,675,809
Contact: Sabrina Gujral, Executive Director
E-Mail: sabrina.gujral@detroitk12.org
Telephone #: (313) 873-6531

School District: Newark Board of Education, Newark, NJ
Total Sales: \$2,645,334
Contact: Sherelle Spriggs, MBA, Director of Support Services
E-Mail: : sspriggs@nps.k12.nj.us
Telephone #: (973) 733-7259

School District: Cypress-Fairbanks ISD,
Total Sales: \$2,076,867
Contact: Severin Castro, Purchasing
E-Mail: severin.castro@cfisd.net
Telephone #: (281) 897-4576

Attachment 10

School Specialty Online: At-A-Glance

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



FEATURES

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

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

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

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

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

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


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

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

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

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

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

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

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

DID YOU KNOW...

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

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



School Specialty Online: At-A-Glance

YOUR SCHOOL SPECIALTY LOGIN PROVIDES
ACCESS TO ALL OF OUR BRANDS

CHILDCRAFT



WHAT IS PUNCHOUT, ANYWAY?

For us, punchout is just a different way for customers to log into our www.schoolspecialty.com website! Once you get there, nothing is different in the way you search or enter items. The difference is, on the customer side, you are presented with our website through entering a requisition on your accounting software system!

When you select a punchout vendor from your Requisition Entry screen, the next screen you see is our website. Access your shopping lists, search for items, or enter them by item number. When you've finished with your shopping cart, proceed to checkout and submit it—you will now see those line items in your accounting software requisition! Go through all the normal approvals, and at the end of the process, rather than printing or emailing or faxing your order, your accounting system actually transmits those punchout orders directly to us. **Voila!**



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

NO!

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

YOUR eCOMMERCE DEVELOPMENT MANAGERS

WESTERN US & CANADA:

Kurt VanHandel

kurt.vanhandel@schoolspecialty.com

920.205.0179

Eastern US:

Debbie Douglass

debbie.douglass@schoolspecialty.com

413.575.8831

Web Support: websupport@schoolspecialty.com



School Specialty e-Business Services

School Specialty designs, develops, and provides PreK-12 educators with the latest and very best curriculum, supplemental learning resources, and classroom basics. Working in collaboration with educators, our company reaches beyond the scope of textbooks to help teachers, guidance counselors, and school administrators ensure that every student reaches his or her full potential. In supplement to these endeavors, School Specialty provides industry leading e-Business services in the hopes of helping procurement managers maximize their resources. Our company has a comprehensive suite of e-procurement offerings that fit the needs of all school districts, regardless of size or procurement paradigm.

Leveraging over 20 years of experience, School Specialty's dedicated e-Business team provides the implementation, back office and ongoing technical support necessary to deploy and manage e-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 to enjoy flexible and secure web based ordering. Benefits include:
 - Customized design and control of the approval process and budgetary limits, user access and status reporting
 - Flexibility to create and manage custom catalogs for simplified ordering and control
 - 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

- **Electronic Catalog Files** — Organizations can request electronic catalog files of School Specialty's family of brands. This allows organizations to add price and product information to their purchasing system. Benefits include:
 - Improved Accuracy with complete description and price for elimination of errors
 - Save time in creating requisitions by entering a part number versus typing entire descriptions
 - Multiple formats available for importing data into many software systems
 - Organization purchasing system controls the procurement process

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



- **System Integration** — An organization's procurement system can be integrated with School Specialty's online solution. This provides the organization with real time product and price information and electronic delivery of purchase transactions.

Benefits include:

- Full access to approved School Specialty brands
- The organization's system controls approval and budgetary limits
- Increased speed and accuracy with the submission of electronic purchase orders and order acknowledgements
- Full integration with many major, internet enabled finance systems
- Eliminates redundant entry between systems

- **E-Marketplace Portal** — Organizations can centralize their procurement activities through a web based toolset that allows users to interact with multiple brands and product categories through a single interface, greatly simplifying the generation of purchase orders and other associated activities.

Benefits include:

- Customized work flows that readily map to the organization's policies and procedures
- Extensive reporting capacities help administrators monitor and manage spending behaviors



Internet Ordering — www.schoolspecialty.com

FUNCTION	SCHOOL SPECIALTY ONLINE
"Welcome Menu" changes based on tasks that need to be completed (e.g. Approve Orders: You have 46 orders pending approval)	x
Browse catalogs without being in an order or requisition	x
Order based on custom pricing with vendor	x
Multi level item search	x
Customized workflow sends requisitions to different approvers based on type of order (payment method) or dollar amount	x
Track requisitions through workflows: complete order view from beginning entry to order history	x
View all orders on one easy to read screen	x
Choose Single or Multiple Line Item Entry	x
Item Configuration: ability to select attributes on an item (color, size, finish, etc.)	x
Add and store budget or account codes by user.	x
Order subtotal by budget or account code	x
Order history saved for 18 months	x
Ability to copy an order from any status	x
Copied orders re-price to current contract, discontinued items are noted	x
Users have access to their information to modify phone number, login name, change password , etc.	x
Add and save an alternate payment method	x
Receive organization's negotiated pricing for personal Purchases	x
Email notifications of orders/requisitions needing your approval	x
Email notifications when vendor accepts your purchase order	x
Email notifications when your order is shipped	x

Additional Questions?
 Call School Specialty Online Support
 1-800-513-2465



Copy Order: modify and resend	x
Displays shipping charges based on order amount or contract	x
Displays applicable taxes	x
PO spending limitation: ability to assign a dollar amount to a purchase order, and buy up to that amount	x
Ability for users to pick a pre-assigned PO or enter a manual purchase order (based on permissions)	x
Modify multiple orders at once rather than one at a time (add PO number, ship dates, attention, budget codes, etc.)	x
Order Reports: Run reports on all orders (active or history) and export to CSV or Excel files for easy use. Report by for all orders (Summary or Detail) by User or Ship-To Address	x

There are over 10,000 Schools, School Districts, and Organizations using School Specialty Online on a regular basis.

Online ordering has been available since 1999.

Below is our web address and a generic log on so that you can view our online site:

www.schoolspecialty.com

Username: yourpurch Password: yourpurch

All catalog item information such as images, descriptions, price, UOM, etc. are available online. If there is a need to create a special file or CD from this information, School Specialty, Inc. would be willing to create it.

School Specialty has been successful in servicing, and has built a good cxml relationship with many school districts and school procurement software. Below are some examples of school software packages our website can interface with:

- Oracle
- PeopleSoft
- Skyward
- eSchool Mall
- Elcom Pecos
- Wilson IN Coop Software
- BiTech
- Keystone
- Lawson

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



Customer References Include:

Detroit Public
Floor 11
3011 W. Grand Blvd
Detroit, MI 48202-4050

Pittsburgh Board of Education
Accounts Payable Room 326
341 S. Bellefield Ave.
Pittsburgh, PA 15213-3516

Madison Metropolitan School District
Attn: Accounting Services
545 W. Dayton Street
Madison, WI 53703-1995

Oakland Unified School District
Accounts Payable
1025 2nd Ave Room 115C
Oakland, CA 94606-2296

Chicago Board of Education 299
Accounts Payable 14th Floor
125 S. Clark Street
Chicago, IL 60603-5200

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



School Specialty has developed a system interface, which uses the Internet to connect your organization's procurement system with the School Specialty Online system. This interface enables your procurement system to access key information required to create and transmit purchase requisitions with the School Specialty family of companies. This system uses XML transaction sets (commonly referred to as 'punch-out') sent through a secure Internet connection, to exchange information in a standard format. The system is designed so your organization retains control and visibility of the transaction throughout the entire process. This methodology assumes that your 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 the School Specialty Online system in a real time and as needed basis. At the time product information is needed to create a requisition, your organization's system requests current information from the School Specialty Online system. The product information includes the product description, your net purchase price, and the product status. This product information assures that your organization's system has complete information to process a transaction accurately and quickly through your internal procurement process. In addition, tools such as keyword and category lookup allow your users to easily find products.

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 the fact that product information is 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.

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



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 to and is then 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 Online system provides a shopping cart to browse products and add items.
- The School Specialty Online system returns shopping cart information (product 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 Online system.
- Order receipts and shipping acknowledgements are sent via an e-mail to the customer designated e-mail address.



Pcards & Level III Data

Does your school/district utilize Pcards as a means to procure products and services that your schools need on a discretionary and ad-hoc basis?

- If not — why not? Studies show that costs to generate a single purchase order can range from \$75 to \$200. The true cost of \$50 order may be \$250.
- Banks are eager to set up a Pcard program with you, and will often agree to give back monetary rebates based on transaction and sales volumes — which can allow you to fund under funded initiatives.

Level I, Level II, & Level III Data ---- What does it all mean?

Explanation of Level I, II, and III: MasterCard and Visa have defined three levels of transaction detail. This is the level of detail that a merchant needs to pass to the credit card processing network in order to 1) accept purchase cards for payment, 2) qualify for higher levels of service, and 3) possibly discount processing fees.

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 Product codes Product descriptions Ship to zip Freight amount

Level III is critical for business-to-business (B2B) transactions. In fact, to accept purchase cards for payment, which are corporate-sponsored credit cards, the merchant MUST collect Level III information and pass that along to the payment processing network. The 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.

Additional Questions?
Call School Specialty Online Support
1-800-513-2465



What do you see on your Pcard statement (or in you Pcard transaction resolution software), when you transact with a merchant (like School Specialty) who is providing Level II data?

Transaction Detail						
Description	Quantity	Unit Cost	Amount	Tax	Expense Account	
					Select for all lines	
Goods	1	\$ 5.68	\$ 5.68	\$ -	select account	

What do you see on your Pcard statement (or in you Pcard transaction resolution software), when you transact with a merchant (like School Specialty) who is providing Level III data?

Transaction Detail					
Description	Quantity	Unit Cost	Amount	Tax	Expense Account
					Select for all lines
CLIPBOARD LETTER SZ ASST N	1	\$ 5.68	\$ 5.68	\$ -	select account
FILE FOLDER ASST 1/3 PK/12	3	15.91	15.91	\$ -	select account
STAPLES FULL STRIP B8C PACK OF 5000	2	\$ 4.29	\$ 4.29	\$ -	select account

We believe that it is easier and more efficient for you and your school sites to keep record of the products that you buy from School Specialty when you see Level III detail.

We believe we can better serve you, our customer, when you can see detail on what you buy. It is easier to match packing slips to your orders. In the event that an item you order is on backorder, with Level III detail, you can quickly identify it as we don't charge you for it until we ship it.

At School Specialty, our goal is to serve you in your quest to educate our children. When we help you

Additional Questions?
 Call School Specialty Online Support
 1-800-513-2465



to be more effective, efficient, and productive – at an optimum price/value equation, we help you achieve your mission.

What is Your Number?

School Specialty interfaces (punchout) with the below accounting/purchasing software programs, and we're adding more all the time! Is yours on the list? Call us today to discuss how we can hook you up!

Accounting Software/ Purchasing System	Interfaces With School Specialty Online?
Ariba	Yes
AptaFund	Yes
Bellwether	Yes
BPS Live	Yes
Budget Sense	Yes
Coupa	Yes
Cribellum	Yes
EdData	Yes
Elcom	Yes
EqualLevel	Yes
ESchoolMall	Yes
Harris Solutions	Yes
JD Edwards	Yes
Edwards	Yes
Ketera	Yes
Keystone	Yes
Lawson	Yes
Munis	Yes
Oracle	Yes
PeopleSoft	Yes
Periscope	Yes
Prologic – TEAMS	Yes
SAP	Yes
Skyward	Yes
Smart Finance	Yes
Sungard eBusiness Plus (formerly BiTech/IFAS)	Yes
Sungard eFinance Plus (formerly Pentamation)	Yes
UniFund	Yes
Weidenhammer Alio	Yes
WinCap	Yes

Additional Questions?
 Call School Specialty Online Support
 1-800-513-2465

TAB 4 – Qualification and Experience

a) Qualification and Experience

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

Response: For more than 70-years, School Specialty has served the education market, evolving with the times and adapting to change. It all started in 1959 when the company was originally founded as Midwest Telephone Supply, which became incorporated as Valley School Suppliers in 1968. That name was later changed to Valley School and Office Supplies and was located in Appleton, WI, which is the corporate home of School Specialty today.

Over the years leading up to 1995, when School Specialty Supply in Salina, Kansas was acquired by Valley School and Office Supplies, the company always had an entrepreneurial spirit buying and selling dozens of companies along the way. It was at this time when the company as we know it today would be named School Specialty, Inc.

In 1993, we saw the need for developing a process to meet the requirements of school systems facing construction projects and renovations as their internal administration 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, to make us an industry leader providing services and solutions for projects.

Throughout the years, there has been one constant: a commitment to providing the highest standards of quality. And quality is not limited to just products. It includes our most precious asset – our employees. Our more than 1,000 professionals, many of whom are former educators, are committed to ensuring you have the best possible experience when doing business with School Specialty. It is this commitment that sets us apart and serves as the foundation for our mission, vision and values. But at the heart of everything we've set out to do over the past 70 years is the educators we serve.

School Specialty Inc was established in 1959 and located in Greenville, WI at the following address:

Corporate office location:
W6316 Design Drive
Greenville, WI 54942

TAB 4 – Qualification and Experience

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

Response:

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

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

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

Response:

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

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

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

TAB 4 – Qualification and Experience

Response to “iii” continued:

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

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

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

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

- iv. Describe the experience and qualification of key employees.

Response:

- a) **VP, National Contracts & Strategic Accounts – Greg Harbaugh**
greg.harbaugh@schoolspecialty.com

Greg has over 20 years of experience working in the education market managing and designing national, state and regional co-op contracts. He is also responsible for RFPs from qualification to composition and implementation. Greg has also received Region of the Year award for highest growth percentage.

- b) **Director of National Contracts - Rosann Cochran**
rosann.cochran@schoolspecialty.com

Rosann has over 20 years of experience working with the education market with School Specialty, National IPA/TCPN and Office Depot. Rosann is responsible for managing national and regional contracts for School Specialty. She is also responsible for the strategy and growth of individual School Specialty accounts currently utilizing these contracts.

TAB 4 – Qualification and Experience

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

Response:

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

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

Response:

Pending Litigation: None

Concluded Litigation:

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

TAB 4 – Qualification and Experience

Response to “vi” continued:

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

TAB 4 – Qualification and Experience

Response to “vi” continued:

- Jenna Baker, v. School Specialty, Inc., State Supreme Court of New York, County of Chemung, Index No. 2011-2089. Filed on September 20, 2011. This claim alleged that while Jenna Baker was under the care and supervision of C.J.’s Country Kids Childcare Center, LLC, she climbed on a cabinet that was manufactured and sold by School Specialty, and the cabinet tipped over and injured Jenna Baker. This was an insured product liability claim, and this action occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1293) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- James Keller, James Hoff, Larry Ward v. School Specialty, Inc., Circuit Court of Cook County Illinois, No. 07 L 4088. Filed on April 19th, 2007. This claim by former School Specialty employees alleged a breach of contract and violations of Illinois Wage Payment and Collection Act and alternatively the Illinois Sales Representative Act. The claim is that School Specialty paid James Keller, James Hoff and Larry Ward, less commissions than they were entitled to under their commission agreements with School Specialty. This claim was not covered by insurance. This claim occurred prior to the bankruptcy and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- Serenity McArthur v. Sportime LLC, Superior Court of the State of California, County of El Dorado, No. PC 20120634. Filed on November 19th, 2012. This claim alleged that Serenity McArthur was playing with a product sold by Sportime LLC, and was injured while other children were using the product to “sling-shoot” Serenity. This was an insured product liability claim, and this claim occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1540) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.
- Brainstorm Interactive, Inc. v. School Specialty, Inc., United States District Court for the Western District of Wisconsin, Case No. 14-CV-50-wmc, filed January 28, 2014. In the course of the Chapter 11 Cases the license agreement between School Specialty and Brainstorm Interactive was rejected. Brainstorm Interactive alleged that School Specialty committed copyright and trademark infringement by selling certain products Brainstorm Interactive after the rejection of the license agreement. This was an insured intellectual property claim. This case settled with a confidential settlement agreement.
- McGarity v. Summit Limited, Inc. et al (1:14-cv-02933). The complaint alleged that Chloe McGarity was injured by a cabinet manufactured and sold by School Specialty, while she was under the care and supervision of Summit Limited Inc., d/b/a an Ivy Hall Day School, in Dallas, Georgia. This was an insured case with a retention of \$50,000. This case settled with a confidential settlement agreement.

TAB 4 – Qualification and Experience

Response to “vi” continued:

- School Specialty received a “Notice of Violation” of the California Safe Drinking Water and Toxic Enforcement Act (“Proposition 65”) from John Moore. The notice alleged that School Specialty violated Proposition 65 and threatened to file a citizen enforcement lawsuit naming School Specialty as a defendant. Tests done for School Specialty on the items in question showed phthalate levels less than the statutory limit. This case settled with a confidential settlement agreement.
 - School Specialty, Inc. v. Thomas Ferrentino and Education Outfitters, Inc, Civil No. 14-4507. On July 14, 2014, School Specialty filed a complaint against Thomas Ferrentino, a former Account Manager with School Specialty for the misappropriation of confidential information, breach of loyalty, violation of the New Jersey Trade Secrets Act, and other related claims. This case settled in August of 2016 with Thomas Ferrentino paying a settlement to School Specialty.
 - Sophia Numsangvanich etc., Pltf. vs. San Lorenzo Unified School District, et al., Dfts. /Cross-Complaint vs. Artco Bell et al. School Specialty was cross sued by the defendant School District in this case which alleged an injury was caused by a table manufactured by Artco Bell. This case settled with a confidential settlement agreement
- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Response:

School District: New York City Board of Education, New York City, NY

Total Sales: \$33,838,769

Contact: Steve Ladolcetta, Supervisor School Based Procurement

E-Mail: sladolc@schools.nyc.gov

Telephone #: (718) 935-2087

Years Serviced: 30

Description of Services: provide furniture, equipment, and supplies with and without installation services.

TAB 4 – Qualification and Experience

Response to “vii” continued:

School District: Houston ISD, Houston, TX

Total Sales: \$7,224,302

Contact: Michelle Black, Contracts Division

E-Mail: michelle.black@houstonisd.org

Telephone #: (713) 556-9325

Years Serviced: 25

Description of Services: provide complete completer turnkey services for new construction and large renovation projects. Provide furniture and equipment with and without installation services along with supply sales.

School District: Philadelphia School District, Philadelphia, PA

Total Sales: \$5,206,315

Contact: Kyla Jones, Procurement Manager

E-Mail: kjones@philasd.org

Telephone #: (215) 400-5264

Years Serviced: 30

Description of Services: provide complete completer turnkey services for new construction and large renovation projects. Provide furniture and equipment with and without installation services along with supply sales.

School District: Chicago Public Schools, Chicago, IL

Total Sales: \$4,285,602

Contact: Carisa Hubbard, Category Manager Procurement

E-Mail: cahubbard@cps.edu

Telephone #: (773) 553-3295

Years Serviced: 30

Description of Services: provide furniture, equipment, and supplies with and without installation services.

School District: Ft. Worth ISD, Ft. Worth, Texas

Total Sales: \$4,146,665

Contact: Danette Murray, Director of Purchasing

E-Mail: dmurray@fwisd.org

Telephone #: (817) 317-7734

Years Serviced: 20

Description of Services: provide complete completer turnkey services for new construction and large renovation projects. Provide furniture and equipment with and without installation services along with supply sales.

TAB 4 – Qualification and Experience

Response to “vii” continued:

School District: Los Angeles USD, Los Angeles, CA

Total Sales: \$2,885,893

Contact: Hon Chan, Contracts Director

E-Mail: hon.chan@lausd.net

Telephone #: (562) 654-9409

Years Served: 30

Description of Services: provide furniture, equipment, and supplies with and without installation services.

School District: Broward County Schools, Broward County, FL

Total Sales: \$2,810,852

Contact: Al Shelton, Procurement Services

E-Mail: al.shelton@browardschools.com

Telephone #: (754) 321-0520

Years Served: 20

Description of Services: provide furniture, equipment, and supplies with and without installation services.

School District: Detroit Public Schools, Detroit, MI

Total Sales: \$2,675,809

Contact: Sabrina Gujral, Executive Director

E-Mail: sabrina.gujral@detroitk12.org

Telephone #: (313) 873-6531

Years Served: 30

Description of Services: provide furniture, equipment, and supplies with and without installation services.

School District: Newark Board of Education, Newark, NJ

Total Sales: \$2,645,334

Contact: Sherelle Spriggs, MBA, Director of Support Services

E-Mail: sspriggs@nps.k12.nj.us

Telephone #: (973) 733-7259

Years Served: 30

Description of Services: provide furniture, equipment, and supplies with and without installation services.

School District: Cypress-Fairbanks ISD,

Total Sales: \$2,076,867

Contact: Severin Castro, Purchasing

E-Mail: severin.castro@cfisd.net

Telephone #: (281) 897-4576

Years Served: 15

Description of Services: provide complete completer turnkey services for new construction and large renovation projects. Provide furniture and equipment with and without installation services along with supply sales.

a) Value Add

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

Response:

- **Professional Development** - the key building blocks of 21st Century Safe School, the products, services and our expertise to include professional development, are already encompassed in the scope of our existing OMNIA Partners supply contracts. School Specialty would like to continue to offer this value-add service to the furniture Master Agreement. We can bundle these approved components together to offer members a complete, turn-key solution based on a joint level of discovery and assessment. Details around the services are attached for your review, see information starting with attachment number **11, Professional Development Menu and additional PD flyers**.
 - **Grant Assist** – Education Funding Resources. School Specialty utilizes third party grant writing experts that will search and qualify the best grants for OMNIA Partners Public Sector members. Instructional experts help identify the right resources, products, and services that best fit grant criteria of your members. Grant writing services provided at a no cost if the members qualify.
 - **Learning Environment Projects by Design (PbD)** – all OMNIA Partner, Public Sector members can engage in our no cost, free Learning Environment Projects by Design project for all of their new construction, large renovation projects. This is a complete turnkey services solution where our Project Teams have successfully completed thousands of projects over the last 25 years. Please see attachment **number 12, 21st Century Projects by Design flyer detailing the benefits of this program**.
 - **Design Services** – we offer free design services regardless of the members projects. We offer 2d, 3d, renderings, and space planning, and lab planning for all areas of the K-12 learning environment spaces. Our Design Team led by our Senior Design Specialists have extensive knowledge of the education market and will work with our Sales Team members and with OMNIA Partners Public Sectors members with their drawing requests.
 - **Delivery Services** – all OMNIA Partners, Public Sector members will receive free inside delivery and lift gate freight services for their furniture purchases.
-

- For the following School Specialty catalogs, we will offer a 12% discount off catalog list price with free freight for furniture items that are not listed in our other MSRPs or catalog offerings. Please see the enclosed envelope housing the electronic thumb drive with each catalog:
 - Arts & Crafts
 - Physical Education
 - Special Needs
 - Early Childhood
 - Science

- Web Pricing - School Specialty will extend the same terms and conditions of the Master Agreement to OMNIA Partners, Public Sectors member agencies who have logged into their respective schoolspecialty.com account for our online and digital content which is updated with new products and services from our manufacturers on a regular basis. Discounts to be applied to list price only. No other discounts can be applied to net priced or sale items.

- As a manufacturer, School Specialty offers a Quickship program for selected product that will ship within 7-10 after receipt of orders this also includes during the busy back to school summer season.

ATTACHMENT 11

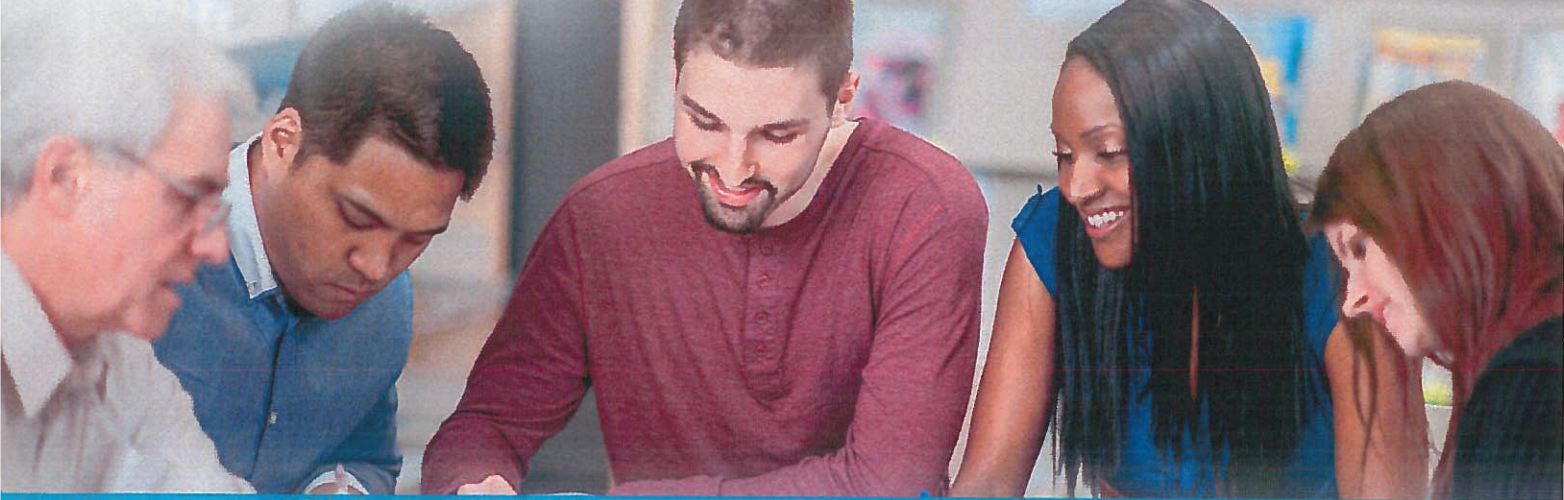
Professional Development Menu							
Subject/Topic	Description	Location	Duration	List Price	12% Group Discount	31-100 Net Price Add'l Participants Fee	101+ Net Price Add'l Participants Fee
Customer Specified Professional Development Day	1. SSI tailored Professional Development solutions up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1 Day: 6 hours	\$2699 Plus Travel Expenses	\$2375 Plus Travel Expenses	Add \$69 per participant	Add \$59 per participant
Customer Specified Professional Development Half Day	1. SSI tailored Professional Development solutions up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1/2 Day: 3 hours	\$1999 Plus Travel Expenses	\$1759 Plus Travel Expenses	Add \$39 per participant	Add \$29 per participant
21st Century Safe Schools: Creative Space Design for Project-Based Learning	1. Professional Development up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1 Day: 6 hours	\$2699 Plus Travel Expenses	\$2375 Plus Travel Expenses	Add \$69 per participant	Add \$59 per participant
21st Century Safe Schools: Creative Space Design for Project-Based Learning	1. Professional Development up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1/2 Day: 3 hours	\$1999 Plus Travel Expenses	\$1759 Plus Travel Expenses	Add \$39 per participant	Add \$29 per participant
21st Century Safe Schools: Integrating Technology into a Physical Education Environment	1. Professional Development up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1 Day: 6 hours	\$2699 Plus Travel Expenses	\$2375 Plus Travel Expenses	Add \$69 per participant	Add \$59 per participant
21st Century Safe Schools: Integrating Technology into a Physical Education Environment	1. Professional Development up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1/2 Day: 3 hours	\$1999 Plus Travel Expenses	\$1759 Plus Travel Expenses	Add \$39 per participant	Add \$29 per participant
21st Century Safe Schools: STEM Integration & Environments	1. Professional Development up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1 Day: 6 hours	\$2699 Plus Travel Expenses	\$2375 Plus Travel Expenses	Add \$69 per participant	Add \$59 per participant
21st Century Safe Schools: STEM Integration & Environments	1. Professional Development up to 30 participants 2. Included: Training Material up to 30 participants Facilities, Audio and Video provided by School	Onsite Training	1/2 Day: 3 hours	\$1999 Plus Travel Expenses	\$1759 Plus Travel Expenses	Add \$39 per participant	Add \$29 per participant
Web Based PD and Training							
21st Century Safe School Creative Space Design for Project-Based Learning Environments	Web Based training (\$ 125 per hour). Recorded sessions.	Web Based	1 Hour	\$125	\$100		
Customer Specific Professional Dev. Webinar	Web Based training (\$ 125 per hour). Recorded sessions.	Web Based	1 Hour	\$125	\$100		

SSI's integrated sales team is uniquely positioned as a partner to curate solutions tailored to customer objectives and budget. All backed by:

- A trained network of 30 Category Account Managers, with deep knowledge in Learning Environments, Core Science, STEAM, Early Childhood, Special Needs and Instruction.
- A team of Subject Matter Experts, with a network of over 70 trained consultants for workshops and training events, seeking out and providing the latest educational thought leadership, cutting-edge ideas and solutions



PROFESSIONAL DEVELOPMENT



REINVIGORATE TEACHING AND LEARNING IN THE 21ST CENTURY SAFE SCHOOL.

School Specialty offers a variety of Professional Development opportunities to help you implement new programs, engage students, and reinvigorate teaching and learning in the classrooms. Our education experts share current research and best teaching practices on a variety of education topics across content areas.

Schoolyard Blog

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

Webinars

Watch and engage directly with our education experts during a live webinar. Or explore our library of recorded webinars to view a topic that interests you. These resources are offered free to our valued customers.

Site-Based Workshops

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

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



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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:

- Implementing an Effective Response to Intervention Model
- Rewiring the Reading Brain Utilizing Scientifically Research Based Strategies
- Integrating Literacy and Math into Physical Education
- 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
- Preschoolers as Problem Solvers: Enhancing Critical Thinking Skills
- Social Emotional Wellness in Early Childhood
- Nutrition Education
- Proven Strategies for Making PE Fun, Engaging & Meaningful
- Advanced Safety Education Training
- Bereavement and Grieving Training
- Immediate Responder Training

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

To learn more, visit schoolspecialty.com/professional-development
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PROFESSIONAL DEVELOPMENT ARTS & CRAFTS



REINVIGORATE TEACHING AND LEARNING

School Specialty has been enriching teacher’s professional lives with Professional Development workshops for over 20 years.

These workshops are developed from the annual Sax Lesson Plans. Our lesson plans are based on the National Visual Arts Standards and are cross categorical. Our Lesson Plans also focus on Special Needs, STEAM and Social Emotional Learning. Safety in the Art Room is always top of mind.

We have a collection of over 200 Lesson Plans online. Each year we select our favorites to offer for Professional Development workshops.

In addition to our annual offering we can customize a workshop based on the needs of a district. Presenters are former art educators and/or professional artists.

See reverse for examples of [Site-based Workshops](#).

Want to learn more? Visit schoolspecialty.com/professional-development

To receive a FREE, no obligation work scope and budget to review, complete the “Request for Proposal” form.

OUR PROFESSIONAL DEVELOPMENT SERVICES INCLUDE



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Site-Based Workshops

Workshop Title	Duration	Brief Description
Monet's Japanese Bridge	3 hours	Uses Monet's Japanese Bridge paintings to dig deeper into the composition of landscape painting focusing on background, middle and foreground.
Kandinsky Recycled	3-5 hours	Creates a monoprint using different colored planes and geometric shapes using recycled materials.
Community of Artists	5-8 hours	Create a classroom artist community of houses using a simple 3D construction and various paper techniques.
Cross Contour Geological Tiles	3-5 hours	Create 3D landforms on soft hand-built clay tiles. Optional glaze application on site.
Geometric Assemblage	3 hours	A 3D assemblage based on the elements and principles of design.
Sunlight, Shimmer and Shadow	3 hours	Explore places/images with personal meaning that demonstrate the properties of highlight, shadow and reflection.
Masters in Plaster	3-5 hours	Creating a 3D image from a 2D master work using a pizza box and Plast'r Craft.
Book of Mini Mandalas	3 hours	Combining art and math participants will create an individual or collaborative piece.
Layered Coral Reef	3 hours	Multiple sheets of plastic create the layers and depth of a coral reef. Focus includes understanding process of background, middle and foreground.
Tiffany Inspired Starburst Book	3 hours	Create a simple origami folding book with artist inspired embossed cover.
Adapted/Inclusive Art	3-hour	Do you have students with special needs in your art class? Need ideas for more inclusive art lesson plans? This interactive art workshop has creative solutions for inclusive projects, fine motor adaptations, hands on work stations and more! Perfect for Art Educators.

To learn more, visit
schoolspecialty.com/professional-development



PROFESSIONAL DEVELOPMENT EARLY CHILDHOOD



REINVIGORATE TEACHING AND LEARNING

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

Our professional development consultants create on-site and virtual learning experiences grounded in developmentally-appropriate and research-based best practices, policies, and trends, equipping educators with 21st century skills and strategies to teach our youngest learners.

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-Based Workshops](#).

Want to learn more? Visit schoolspecialty.com/professional-development

To receive a FREE, no obligation work scope and budget to review, complete the "Request for Proposal" form.

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



professionaldevelopment@schoolspecialty.com • 888-388-3224

Site-Based Workshops

Workshop Title	Duration	Brief Description
Prompting Play: Using Non-Fiction Read Alouds to Spark Imaginations	1.5 hours	Non-fiction read alouds can prompt children to think critically during play with loose parts and manipulatives. Learn techniques that motivate children to make physical and mental connections to increase comprehension.
The Power of Yet... Developing a Growth Mindset with Early Learners	1.5 hours	As we develop 21st Century early learners, it is essential that we begin the dynamic process of providing specific, process driven feedback that supports children in building a growth mindset.
Nurturing the Body, Heart & Mind Through Music	3 hours	Often, the focus of teaching is solely on the mind. When we make good choices about ourselves and others, the mind is much easier to teach. This session provides educators with tools to teach the whole self.
Better Together: Strategies to Support Family Engagement	3 hours	Engaged families have a tremendous impact on children's readiness, learning, and well-being. Explore current research, resources, and strategies for engaging families throughout your program.
Intentional Instruction to Strengthen Social and Emotional Learning	3 or 6 hours	We can explicitly teach and model appropriate social and emotional skills to early learners through instructional strategies and engaging texts. Participants will engage in reflection and self-assessment to increase their instructional effectiveness.
Full STEAM Ahead!	3 or 6 hours	Early learners need diverse experiences to develop their problem-solving and critical thinking skills. Explore strategies and products that promote 21st Century skills in young children.

To learn more, visit
schoolspecialty.com/professional-development



School Specialty



PROFESSIONAL
DEVELOPMENT
PHYSICAL EDUCATION

REINVIGORATE TEACHING AND LEARNING

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

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

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of *Site-Based Workshops*.

Want to learn more? Visit schoolspecialty.com/professional-development

To receive a FREE, no obligation work scope and budget to review, complete the "Request for Proposal" form.

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR

CHILDCRAFT
Early Childhood
Birth-Grade 2

SPORTIME
Physical Education
PreK-12

S&C
Arts & Crafts
K-12

FREY
scientific

Abilitations
Special Needs
K-12

SSI GUARDIAN
Safety & Security

ePS
Instruction & Intervention
K-12

Delta Education
Science K-12

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Site-Based Workshops

Workshop Title	Duration	Brief Description
Quality PE: Strategies and Resources to Boost Your Program	3-hour/ 6-hour or 12-hour	Learn organizational, management, and instructional techniques to build a quality physical education program.
Building Social Emotional Skills in Physical Education	3-hour/ 6-hour	Learn about the principles of SEL and how they apply to physical education as well as take away strategies and activities for integrating the SEL concepts into lessons.
Inclusive PE: Strategies for Including All Students in Physical Education	3-hour/ 6-hour or 12-hour	Learn strategies for adapting activities and equipment and how to modify lesson plans for skill-based instruction to better meet the needs of your students.
Assessment Accomplished: Tools, Methods, and Best Practices for Your PE Program	3-hour/ 6-hour	Learn tools, methods, and best practices to authentically assess physical education classes.
Ignite Your Health Education Program	3-hour/ 6-hour	Learn instructional best practices that align with 21st Century Learning Skills and the National Health Education Standards as well as interactive strategies to actively engage students in the health classroom.
Healthy Kids Challenge Nutrition Workshop	3-hour/ 6-hour	Teach students how make healthy eating choices balanced with physical activity through effective, interactive behavior education strategies.

To learn more, visit
schoolspecialty.com/professional-development



School Specialty
Abilitations



PROFESSIONAL
DEVELOPMENT
SPECIAL NEEDS

REINVIGORATE TEACHING AND LEARNING

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

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

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-Based Workshops](#).

Want to learn more? Visit schoolspecialty.com/professional-development

To receive a FREE, no obligation work scope and budget to review, complete the "Request for Proposal" form.

WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR

CHILDCRAFT
Early Childhood
Birth-Grade 2

JSPORTIME
Physical Education
PreK-12

Swk
Arts & Crafts
K-12

FREY
scientific

Abilitations
Special Needs
K-12

SSI GUARDIAN
Safety & Security

ePS
Instruction & Intervention
K-12

Delta Education
Science K-12

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Site-Based Workshops

Workshop Title	Duration	Brief Description
Sensory Solutions in the Classroom	3-hour or 6-hour	Learn how to transform your classroom for success and get practical solutions for staying on task, transition strategies, preventing meltdowns and more! A favorite for Teachers, Therapists and other Related Service Providers.
Practical Inclusion Strategies	3-hour or 6-hour	Specific strategies, principles and options for setting-up an inclusive classroom that will benefit both students with special needs as well their gen ed peers. Ideal for SPED and GenEd Teachers.
10 Terrific Tips to Build Strong Fine Motor Skills	3-hour	This fun, interactive training reviews the basic components of the senses...especially how vision, movement, touch and body awareness (through the muscle and joints) form the foundation for all good fine motor skills. Great for Early Childhood Educators!
This Chair is Just Right! Understanding Sensory Processing as Part of Universal Design	3-hour	Applying the basics of good sensory processing, learn how to transform each classroom for success using key design solutions and furniture/equipment selections. Perfect for architects and Facilities Planners.
A Practical Approach to Multi-Sensory Environments (MSEs)	3-hour or 6-hour	Thinking about adding a Multi-Sensory Environment (MSE) to your school or clinic? Have equipment that is not being utilized due to lack of staff training? Get simple tips for setting up your room, keeping data, training staff, and see examples of basic component pieces and how they work. Teachers, therapists and support staff will find this course practical and enlightening for their students with special needs and/or as part of inclusion and universal design for learning.
Adapted/Inclusive Art	3-hour	Do you have students with special needs in your art class? Need ideas for more inclusive art lesson plans? This interactive art workshop has creative solutions for inclusive projects, fine motor adaptations, hands-on work stations and more! Perfect for Art Educators.

To learn more, visit
schoolspecialty.com/professional-development

REINVIGORATE TEACHING AND LEARNING

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

Contact us to choose the workshop that best meets your needs or customize a training session for your staff.

See reverse for examples of [Site-based Workshops](#).

Want to learn more? Visit schoolspecialty.com/professional-development

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WE OFFER PROFESSIONAL DEVELOPMENT SERVICES FOR



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Site-Based Workshops

STEM

Workshop Title	Duration	Brief Description
Modular Robotics: Constructing Explanations and Designing Solutions at K-8	1 or 3 hour	Encourage inquisitiveness and unlock your students' inner inventor with Cubelets—blocks that magnetically connect to make robots. Use the robotic operations THINK, SENSE, and ACT to solve problems, create, then design solutions. Answer questions like "What sensory input is needed to solve my design challenge?" with Cubelets!
Math Integration Through Inquiry-based Science	1 or 3 hour	Are your students having trouble solving word problems? Do they always use the correct units? Are you struggling with how to teach unit conversion? Participants will learn the benefits of introducing dimensional analysis to middle or high school students. Compare guided inquiry to a traditional lesson and play the Conversion Chain Game.
SAIL into STEM	1 or 3 hour	Take a classic car and ramp experiment and combine it with technology. Extend the investigation with an engineering design problem and you have a "SAIL CAR!" See a series of fantastic inquiry-based investigations that teach about basic types of friction, forces, and related motion concepts that will benefit elementary, middle AND high school science or math students.
Energy Quest: Visualizing Cell Pathways using Augmented Reality	1 or 3 hour	Get ENERGIZED about teaching energy pathways with a module featuring cutting-edge Augmented Reality. Through collaborative game board play and manipulating 3D imagery with a swipe of a finger, students will be clamoring to earn 32 ATP and synthesize glucose molecules.

To learn more, visit
schoolspecialty.com/professional-development

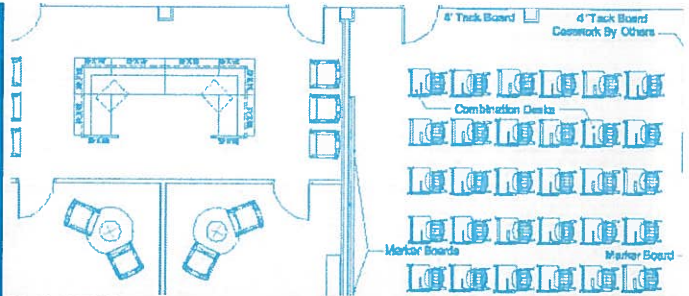


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by DESIGN®

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Selecting the right furnishings for your learning community can be an overwhelming task. A comprehensive, no-cost solution with expert assistance removes the stress, and ensures that you are planning flexible environments that enable students to learn 21st century skills.





"Thanks to
Projects by
Design®,"

we saved valuable time and
money."

*Rich Knapp, Principal
Ann Sobrato High School
Morgan Hill, CA*



The Projects by Design® Advantage

Furniture Expertise and Design Services at No Extra Charge

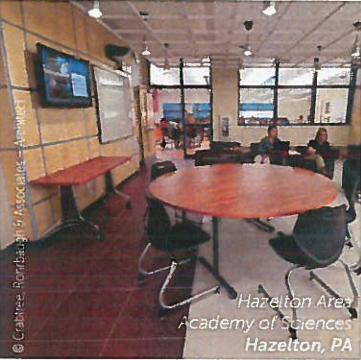
Since 1993, Projects by Design has designed and managed more than 6,000 turnkey school building projects – nationally and internationally. Transform a complex and challenging undertaking into a manageable, well-planned project with School Specialty's no-charge collaborative approach. Before the construction starts, you'll get a dedicated F&E Team of account managers, project coordinators and project managers who partner with you every step of the way. That's what we call the PbD advantage.

A Unique Procurement Solution

Projects by Design's services are complimented by the tremendous buying power of School Specialty's multiple National and Regional Coop Bid Contracts. This offers you the advantage of special discounts from the most well-respected manufacturers in the industry. With access to over 150,000 educational products from numerous global suppliers, it's no wonder that administrators, contractors and school districts have found Projects by Design to be the ideal solution.

21st Century Learning Environments

Whether you need products for classrooms, labs, media centers, common areas, administrative offices, cafeterias, auditoriums, playgrounds or athletic areas, Projects by Design offers the broadest selection of innovative solutions that enable 21st century teaching methods.



© Crabtree, Bond & Associates - Architect

*Hazleton Area
Academy of Sciences
Hazleton, PA*



Association of Educational
Purchasing Activities



National Joint Powers Alliance



The Cooperative Purchasing Network
Official Contract Holder



*Sandy High School
Sandy, OR*





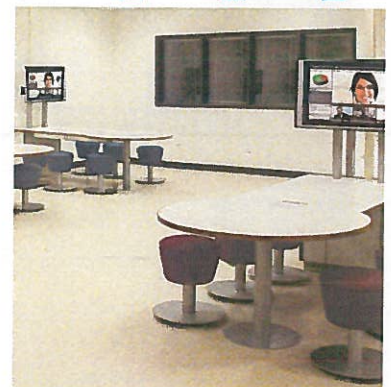
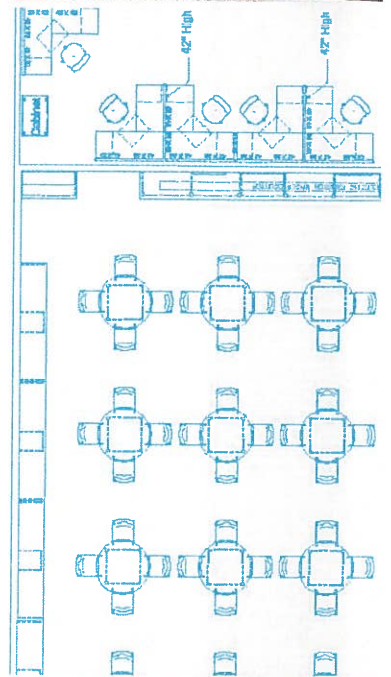
The Projects by Design® Process

We Can Help from Ideation to Installation

The unparalleled expertise and time-tested, process of Projects by Design ensures that your school district receives the best overall value for your next building project or renovation. We'll communicate with you throughout the process to ensure that timelines are planned and completion dates are met. And our PbD process guarantees that the products chosen during the budget stage will be exactly the products you receive during the installation.

The choice is simple – the advantages of choosing Projects by Design over the traditional bid process means saving time and money for your district.

- ✓ **Needs Assessment & Layout Services**
Using your architectural drawings, your Project Coordinator will compile a comprehensive needs assessment and present room layouts for your key areas. We'll offer you solutions based on flexibility, sustainability and ergonomics.
- ✓ **Budget Analysis**
Your Project Coordinator will meet with your team to discuss budget guidelines and to define your preferences for products based on quality, quantity, design and purpose. To make the process of product selection easy, an accurate, detailed list of items with costs, room by room, will be compiled.
- ✓ **Contract Procurement & Bid Documentation**
We'll work with your team throughout the procurement process. You'll have access to national and regional contract options that can simplify and shorten a project time line by as much as a month. Plus, our furniture team will help to make the process easy and more streamlined by assembling detailed bid documents based off manufacturer specifications for the products that YOU have chosen.
- ✓ **Bid Analysis**
Projects by Design provides you with a complete recap of all submitted bids including a line-item analysis of responsible bids, comparison with group bids and total package bids. We'll provide unbiased assessments, comparisons and recommendations on everything from seating to lab equipment. You can then easily decide to which bid responses you wish to make an award.
- ✓ **Project Management & Local Account Representation**
To ensure on-time and on-budget delivery and installation, we'll supervise the entire post-award process for portions that are awarded to us. Our knowledgeable project management team will expedite every order from every manufacturer, so you won't have to. We'll make sure that your project is completed on time and to your satisfaction. And we won't disappear after your project is completed. Your local School Specialty representative will follow up with you on a regular basis to provide ongoing support and satisfaction.



"I don't think
you will find
a company

that provides service and products at the level of quality we've come to enjoy and expect from School Specialty."

Leland Williams, Ed.D.,
Superintendent
Dickinson Independent School
District, Dickinson, Texas

Projects by Design®

100 Paragon Way, Mansfield, OH 44903

Phone: 888.388.3224 Fax: 888.388.6344

www.ProjectsbyDesign.com | www.schoolspecialty.com

More Capabilities and Services

- Local Account Management**
 Working with a dedicated account manager that you already know and trust means that you'll enjoy personal service when you need it – before, during and after a project has been completed.
- Design and Layout Services That Bring Your Ideas to Life**
 Projects by Design's Layout and Design Service includes visual color renderings of furnishings placed in scaled room layouts. We can even rearrange furniture and equipment products to demonstrate how each space can be utilized for a variety of purposes. This unique layout service offers you a precise visual presentation before orders are placed to guarantee that there won't be surprises.
- Customized Solutions and Products**
 When you stretch the boundaries of the vision for your learning environments and challenge your staff to explore options that will take you into the future, your ideas may require a custom interior solution or product. With the expertise of the Projects by Design furniture coordinators, you'll have access to manufacturers that are adept at creating unique, innovative products built to your exact specifications.
- Keeping You Connected to Your Project**
 Our Project Connection Website online resources are available to you 24 hours a day, 7 days a week. You'll get anytime-anywhere access to layouts, budget updates, delivery dates, installation dates and punch lists – so you're informed every step of the way.
- Color Board and Project Binder**
 To guide you with future product selection, product care and warranty information, we provide detailed product binders and color boards.
- Promoting and Understanding Sustainable Products**
 We can recommend products that offer sustainability and meet stringent criteria for air quality (GREENGUARD Gold Certification). This allows your team to file for LEED (Leadership in Energy and Environment Design) points through the USGBC (U.S. Green Building Council).

The School Specialty® Way – One Complete Solution

Simplify your next project with one complete solution – Projects by Design and School Specialty. Choose School Specialty for easy, one stop procurement, the broadest selection of innovative educational products in the industry and unparalleled expertise furnishing environments – that support 21st century teaching methods and learning skills.

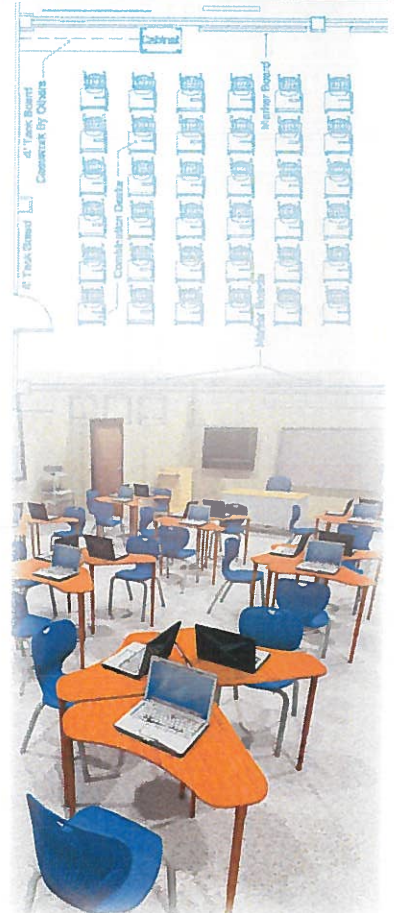
Supporting educators isn't just our specialty – it's our passion.



"We have always had a wonderful working relationship with School Specialty®."

Representatives from School Specialty were in the building when the furniture was delivered and installed. They've been in the building after we were open to make sure everything was satisfactory. I am very pleased with the services and the products we have received from School Specialty."

John Geis, Principal
 Shelby High School
 Shelby, OH



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 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.)

12/9/2019
Date

Leonard Adkins, ASSISTANT SECRETARY
Authorized Signature & Title

Leonard Adkins, Assistant Secretary

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, Inc.

Contact



Signature

Leonard Adkins

Printed Name

Bids and Quotes Manager, Assistant Secretary

Position with Company

Address
100 Paragon Parkway

Mansfield, Ohio 44903

**Official
Authorizing
Proposal**



Signature

Leonard Adkins

Printed Name

Bids and Quotes Manager, Assistant Secretary

Position with Company

Phone 419-589-1900 / 800-305-0174

Fax 419-589-1449 / 800-818-5537

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application:

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

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-567059

Date Filed:
12/05/2019

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, Inc.
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.

Education Service Center 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.

19-18
Furniture, Installation, and Related Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
School Specialty, Inc.	Mansfield, OH 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 6/4/1965.

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

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

Executed in Richland County, State of Ohio, on the 9Th day of December, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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, Inc., 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, ASSISTANT SECRETARY
Signature of Named Authorized Company Representative
Leonard Adkins, Assistant Secretary

12/9/2019
Date

SPECIAL CONDITIONS

Awarded Offerors 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 Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

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 Region 4 ESC 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 Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

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.

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this 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. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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 by the contracting officer 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 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 section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

Furniture, Installation, and Related Services

Solicitation Number 19-18

Addendum No. 1

contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only 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. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 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.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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
- (3) 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."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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.
- c. 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 workweek.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **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.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.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.

- c. The regulation at 37 C.F.R. § 401.2(a) currently 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.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 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.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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).
- c. 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 *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. 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; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. 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 subrecipient.
- e. 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. 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, its 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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), 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.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“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.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

Leonard Adkins, Assistant Secretary

Name and Title of Contractor's Authorized Official

12/9/2019

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. 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. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) 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—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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. 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.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.

(2) 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.

(3) 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.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “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.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must 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.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must 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.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "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."

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

- a. 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. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "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."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name:

School Specialty, Inc.

Address, City, State, and Zip Code:

100 Paragon Parkway, Mansfield, Ohio 44903

Phone Number: 419-589-1900 / 800-305-0174 Fax Number:

419-589-1449 / 800-818-5537

Printed Name and Title of Authorized

Representative: Leonard Adkins, Assistant Secretary

Email Address:

leonard.adkins@schoolspecialty.com

Signature of Authorized Representative:

12/9/2019

Leonard Adkins

Date:

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: Subcontractors certifying agencies: NYC Small Businesses Services

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

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

List certifying agency: Subcontractors certifying agencies: Department of Small and Local Business Development

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: Subcontractors certifying agencies: Texas Historically Underutilized Business

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: Subcontractors certifying agencies: National Minority Supplier Development Council

e. Other

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

List certifying agency: Subcontractors certifying agencies: Department of Veterans Affairs, Maryland Department of Transportation, City of Houston, & National Minority Supplier Development Council

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

Diversity Program

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

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

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

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

Currently School Specialty has a database of diverse suppliers that stretch across the United States that have completed our process that we utilize on a daily basis. (Please see attached direct and indirect diverse supplier report)

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

- A. Personal Touch Installation – M/WBE
- B. Department of Small and Local Business Development – DBE
Bentco Office Solutions, LLC – DBE
Office Installation Services, INC. – SBE
- C. Texas Historically Underutilized Business (HUB)
 - EDM Office Services, INC. – HUB
 - Keller-Self Communications – HUB
 - Modular Installation Services, INC. – HUB
 - CBMAA, LLC/ - HUB
- D. Bentco Office Solutions, LLC – HUBZone
- E. Professional Modular Installation, LLC – SDVOSB
Affordable Delivery Services, LLC / East Coast Furniture Services – MBE
Guadiana Construction Services – MBE
Bentco Office Solutions, LLC- MBE

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

Best Regards,

Barkey O. Clarke

Director of Supplier Diversity and Inclusion



M/WBE Certificate

Personal Touch Installations Inc.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the NYC Department of Small Business Services and is therefore certified as a Minority Women-Owned Business Enterprise (M/WBE).

Certificate Number

MWCERT2013-297

Expires on

3/31/2024

Bill de Blasio

Bill de Blasio, Mayor

Gregg Bishop

Gregg Bishop, Commissioner

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

X



DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

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

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

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

CERTIFICATE OF BUSINESS CERTIFICATION

This acknowledges that

DISTRICT SUPPLY

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



DIRECTOR
Kristi C. Whitfield



City of Chattanooga Government

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



April 16, 2018

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

Dear Mr. Bentley,

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

Certification Name: Bentco Office Solutions, LLC

Certification Number: 0416182

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

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

Best regards,

James McKissic

Director: Multicultural Affairs

State of Iowa

Iowa Economic Development Authority

Targeted Small Business Certification

Awarded to

Office Installation Services, Inc.

January 20, 2018

Effective Date

January 20, 2020

Expiration Date


Administrator, TSB Certification Program


Director, Iowa Economic Development Authority

IOWA
Economic Development Authority



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1760490011200
File/Vendor Number: 495670
Approval Date: 13-DEC-2016
Scheduled Expiration Date: 13-DEC-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EDM OFFICE 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 16-DEC-2016, 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.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Statewide Support Services 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/passcmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev 05/16



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752352285600
File/Vendor Number:	084249
Approval Date:	08-FEB-2016
Scheduled Expiration Date:	08-FEB-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

KELLER-SELF COMMUNICATIONS

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 12-FEB-2016, 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.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1743012572800
File/Vendor Number:	017637
Approval Date:	21-DEC-2016
Scheduled Expiration Date:	21-DEC-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

MODULAR 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 23-DEC-2016, 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.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Statewide Support Services 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/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1473191874500
File/Vendor Number:	492020
Approval Date:	12-DEC-2016
Scheduled Expiration Date:	12-DEC-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CBMAA, LLC

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 16-DEC-2016, 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.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Statewide Support Services 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/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 04/16

Edward F Bentley

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

SBA - HUBZone
CONTINUED CERTIFICATION LETTER (RECERTIFICATION)

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

Dear Edward F Bentley:

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

The Firm's Responsibilities as a HUBZone certified concern

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

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



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

April 25, 2018
In Reply Refer To: **00VE**

Mr. Douglas Ray McKinney, Jr
Professional Modular Installations, LLC
DUNS: 074751013
4112 Crooked Stick Lane
Corona, CA 92883-0616

Dear Mr. McKinney:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Professional Modular Installations, LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. Professional Modular Installations, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Professional Modular Installations, LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Professional Modular Installations, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that Professional Modular Installations, LLC is correctly listed in the Vendor Information Pages, check Professional Modular Installations, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Professional Modular Installations, LLC is presently, as of the issuance of this notice, in compliance with the regulation, Professional Modular Installations, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

Mr. Douglas Ray McKinney, Jr

in Professional Modular Installations, LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Professional Modular Installations, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Professional Modular Installations, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2 (e). Also note, if at any time Professional Modular Installations, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Professional Modular Installations, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



Thomas J. McGrath
Director
Center for Verification and Evaluation



Maryland Department of Transportation
The Secretary's Office

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Pete K. Rahn
Secretary

February 27, 2017

AFFORDABLE DELIVERY SERVICES, LLC / EAST COAST FURNITURE SERVICES
19 LUKENS DRIVE, STE. 200
NEW CASTLE, DE 19720

CERTIFICATION NUMBER: 14-196

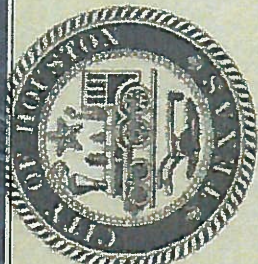
PROGRAMS AND SERVICES LIST

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information, please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

CERTIFICATION: MBE-ONLY

NAICS CODE: 238390

SERVICE(S): OTHER BUILDING FINISHING CONTRACTORS



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Guadiana Construction Services

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

NAICS 238390: OFFICE FURNITURE, MODULAR SYSTEM, INSTALLATION

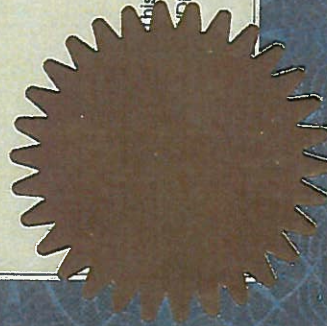
Certification Number: 16-12-13331

Certification Review Date:

December 31, 2019

Carolee D. Wright

Expiration Date



This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from MBE program.



THIS CERTIFIES THAT

Bentco Office Solutions, LLC

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

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

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

12/10/2018

Issued Date

TN01617

Certificate Number

Adrienne C. Trimble
Adrienne Trimble

12/18/2019

Expiration Date

Cheri K. Henderson

Cheri K. Henderson, President/CEO

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

[Certify, Develop, Connect, Advocate.](#)

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

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

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

Company Name School Specialty, Inc.

Contact Person Leonard Adkins

Signature 

Date 12/9/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist