Region 4 Education Service Center (ESC)

Contract # R190503

for

Educational School Supplies

with

School Specialty, Inc.

Effective: July 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Micro Integration, effective July 1, 2019:

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

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: W6316 Design Drive

City/State/Zip: Greenville, WI 54942

Telephone No.: 888-388-3224

Email Address: bidnotices@schoolspecialty.com

Printed Name: Joseph Yorio

Title: CEO & President

Authorized signature:

Accepted by Region 4 ESC:

Contract No. R190503

Initial Contract Term July 1, 2019 to June 30, 2022

Faye B. Bryant — 4/23/19

Region 4 ESC Authorized Board Member — Date

Faye B. Bryant

Print Name

Carmen T. Moreno — 4/23/19

Region 4 ESC Authorized Board Member — Date

Carmen T. Moreno

Print Name

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 201X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational School Supplies ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-05 for Educational School Supplies ("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 National IPA.

1) Term of agreement. The Contract is for a period of three (3) years. 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' notice to Region 4 ESC.

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

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

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

   i. This Contract
   ii. Offeror's Best and Final Offer

iii. Offeror's proposal
iv. RFP and any addenda

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

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

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

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

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

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

11) TERMINATION OF CONTRACT

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

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

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

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

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

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

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

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.

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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of June 1 *, 201X by and between* School Specialty, Inc. *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational School Supplies ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-05 for Educational School Supplies ("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 National IPA.

1) Term of agreement. The Contract is for a period of three (3) years. 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' notice to Region 4 ESC.

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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.

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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
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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.

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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.

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

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

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

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

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

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

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

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

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

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

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

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name School Specialty, Inc.

Address W6316 Design Drive

City/State/Zip Greenville, WI 54942

Telephone No. 888-388-3224

Email Address bidnotices@schoolspecialty.com

Printed Name Joseph Yorio

Title CEO & President

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14 / 4	Delivery	Prefix 5 items: $5 Minimum or 12% charge based on NET subtotal. Prefix 9 items: $9.95 minimum or free over $49 based on NET subtotal. Live specimens (prefix L) and hazardous materials (prefix H) may incur additional charges.	
		Standard Freight Terms are subject to change.	
IV - 2a / 11	Products/Pricing	All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" prefix in the item number. Also excluded is any catalog that bears notation: no other discounts apply. No discount on SSI, Delta, CPO, FOSS or Frey Scientific Exclusive Products with a prefix of "N" or "LN". Discount does not apply to any other School Specialty Catalogs or Flyers.	
25	Administrative Fee	The Administration Fee is equal to the lesser of either the Administrative Fee outlined in the National IPA Administration Agreement or the lowest Administration Fee outlined in any other National IPA contract between Contractor and Omnia Partners. Please see attached table explaining our proposed administrative fee schedule.	

The awarded vendor agrees to pay administrative fees to National IPA as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
0 - $50,000,000	2%
$50,000,001 - $100,000,000	1.75%
$100,000,001 - $150,000,000	1.5%
$150,000,001 - $200,000,000	1.25%
$200,000,001 - $500,000,000	1%
$500,000,001 - $1,000,000,000	0.75%
$1,000,000,000+	0.5%

Tab 2 Products/Pricing

a) Products/Pricing

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

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

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

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

ii. General and Market Basket Pricing.

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

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

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

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

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

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

iii. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies.
   i. Describe Offeror's ability to provide customized market baskets to participating agencies.
   ii. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.).
   iii. How frequently does Offeror propose to update customized market baskets?

iv. Is pricing available for all products and services?

v. Describe any minimums order quantities or fess.

vi. Describe any shipping and delivery charges, include standard delivery (preferred ship is 48 hours or less), shipments outside Continental USA, truckload and delivery areas.

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

viii. Describe any return and restocking fees.

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

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

xi. Describe payment methods offered.

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

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

xiv. Provide any additional information relevant to this section.

School Specialty Response to Tab 2 Products/Pricing

a) Products/Pricing

i. i. Please reference Appendix E on flash drive with pricing, catalog discount letter and digital catalog copies. **Please note: All digital catalogs are for 2019 except for SSI Guardian which is 2018. A 2019 Guardian catalog is not yet available and will be provided at a later date.

ii. To request a return, just follow these easy steps:

- 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.

Restocking Fees

- Unused merchandise, in sellable condition, not meeting your satisfaction, may be returned in its original or equal quality packaging within 30 days of the receipt of your order.
- If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.
- If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.
- Most items will be subject to a 15% restocking fee.

Freight Damage

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

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

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

School Specialty Response to Tab 2 Products/Pricing

iii. i. School Specialty, Inc. will offer customized market baskets in any of our brand categories based on the mutually beneficial opportunity identified by the participating agency.
ii. School Specialty, Inc. will offer customized market baskets in any of our brand categories based on the mutually beneficial opportunity identified by the participating agency. The size of the market basket is determined by the opportunity. Proprietary curriculum items may be restricted to no discount.
iii. Updates will be provided based on periodical reviews of usage.

iv. No. All catalogs may contain a limited number of items that are listed as "Net Price" and not eligible for any discounts. These items are indicated by an "N" prefix in the item number.

Also excluded is any catalog that bears notation: No Other Discounts Apply.

No discount is offered on SSI, Delta, CPO, FOSS or Frey Scientific Exclusive Products with a prefix of "N" or "LN". Discount does not apply to any other School Specialty Catalogs or Flyers.

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

vi. Prefix 5 items -$5 Minimum or 12% charge based on NET subtotal.
Prefix 9 items –$9.95 minimum or free over $49 based on NET subtotal.
Prefix 6 items – ship free of charge.
**Live specimens (prefix L) and Hazardous materials (prefix H) may incur additional charges. Please refer to www.schoolspecialty.com for more information.

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

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

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

vii. At School Specialty, Inc., we strive to provide you with as much product information as possible to aide you in your purchasing decisions. Many of the products we carry do offer product warranties. To obtain the most current warranty information for a specific brand of products, simply enter the brand name in the search field on our website,

http://customercare.schoolspecialty.com/warranties , and reach out to the warranty contact provided.

viii. To request a return, just follow these easy steps:

- Contact Customer Care at 888-388-3224 or submit a request to School Specialty, 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.

Restocking Fees

- Unused merchandise, in sellable condition, not meeting your satisfaction may be returned in its original or equal quality packaging within 30 days of the receipt of your order.
- If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.
- If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.
- Most items will be subject to a 15% restocking fee.

Freight Damage

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

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

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

xi. School Specialty, Inc. accepts check, credit card and ACH payments.

School Specialty Response to Tab 2 Products/Pricing

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

xiii. School Specialty, Inc. will introduce new products throughout the year on our website, www.schoolspecialty.com.

January 22, 2019

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

Account # 2336295

Bid Number: 19-05 Educational School Supplies

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

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

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

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

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

Exclusions: **No discount on SSI, Delta, CPO, FOSS or Frey Scientific Exclusive Products with a prefix of "N" or "LN". Discount does not apply to any other School Specialty Catalogs or Flyers.**

Contract Period:
Valid from June 1, 2019 through June 1, 2022, with the right to renew for an additional two (2) additional one-year periods. Pricing for **contract period effective upon notification of award** referencing our Bid **# 7789441907** to bidwestnotices@schoolspecialty.com.

Standard Freight Terms (subject to change):

Ship to Location	Item Prefix	Shipping Charge
48 States-Parcel Orders	5	$5 Minimum or 12% charge based on NET subtotal
48 States-Parcel Orders	9	$9.95 minimum or free over $49 based on NET subtotal
48 States-Non-Parcel Orders	6	Free Shipping

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

Sincerely,
Angie Iverson
Bid Operations Coordinator

January 22, 2019

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

Account # 2336295

Bid Number: 19-05 Educational School Supplies

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

> Pricing will be valid from **June 1, 2019 through June 1, 2022, with the right to renew for an additional two (2) additional one-year periods.**

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

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

- ☑ Referencing your School Specialty bid number **7789441907** on your orders. This ensures fast and efficient order entry and accurate pricing.
  - ❖ *Prices do not include sales tax. If applicable, taxes will be added to your invoice. All prices are FOB destination (free shipping).*

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

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

Thank you for your consideration.

Sincerely,

Angie Iverson
Bid Operations Coordinator

Contact Information

- **Questions regarding this offer:**
  Angie Iverson
  W6316 Design Drive
  Greenville, WI 54942
  Phone (800) 554-7632
  Fax (800) 675-1775
  Email: bidwestnotices@schoolspecialty.com

- **VP, National Contracts & Strategic Accounts**
  Greg Harbaugh
  Phone: **856-217-8307**
  Fax: 888-388-6344
  Email: sales.rep@schoolspecialty.com

- **Customer Care:**
  Questions regarding order status, shipment status, damages, shortages
  Attn: Customer Care Department
  W6316 Design Drive
  Greenville, WI 54942
  Phone (888) 388-3224
  Fax (888) 388-6344
  Email: http://www.schoolspecialty.com/contact-us-email

- **Order Processing:**
  To place your order
  Attn: Order Department
  PO BOX 1579
  Appleton, WI 54912-1579
  Phone (888)-388-3224
  Fax (888)-388-6344
  orders@schoolspecialty.com

- **Payment Remit To:**
  School Specialty Inc.
  32656 Collection Center Dr.
  Chicago, IL 60693-0326

Tab 3 Performance Capability

b) Performance Capability

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

be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

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

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

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

v. Describe how Offeror responds to emergency orders.

vi. What is Offeror's average Fill Rate?

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

viii. Describe Offeror's return and restocking policy.

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

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

xi. Describe Offeror's invoicing process.

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

xiii. Describe the financial condition of Offeror.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

xv. Describe the Offeror's safety record.

xvi. Describe Offeror's reporting capabilities. Provide samples of reports available and if there are any fees associated with the reports.

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

xviii. Describe Offeror's social diversity initiatives. Include participating agencies ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement.

xix. Provide any additional information relevant to this section.

v. Describe Offeror's reputation of products and services in the marketplace.
vi. Describe the experience and qualification of key employees.
vii. Describe Offeror's experience working with the government sector.
viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
ix. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
x. Provide any additional information relevant to this section.

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

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

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

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

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

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

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 Representations and Covenants

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.
B. Total number and location of sales persons employed by Supplier.
C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.
E. Submit FEIN and Dunn & Bradstreet report.
F. Describe any green or environmental initiatives or policies.
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.
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.
I. Describe how supplier differentiates itself from its competitors.
J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
K. Felony Conviction Notice: Indicate if the supplier
    a. is a publicly held corporation and this reporting requirement is not applicable;
    b. is not owned or operated by anyone who has been convicted of a felony; or
    c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.
B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
    ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    i. Creation and distribution of a co-branded press release to trade publications
    ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
    i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
    ii. Best government pricing
    iii. No cost to participate
    iv. Non-exclusive contract

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

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

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

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.

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.

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.

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

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

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

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

School Specialty Response to Tab 3 Performance Capability

b) Performance Capability

i. Please see attachment named 3.0 Supplier Response.

ii. Please reference Appendix B for purposed exceptions.

iv. Please reference attached flyer School Specialty Online: At-A-Glance.

v. For emergency orders please contact our Customer Care department directly at 888-388-3224. Our Customer Care Department will work directly with our Distribution Centers to fulfill emergency orders the same day and provide real-time communication regarding order flow and delivery. Please note additional shipping charges may apply for rush/over-night orders.

vi. YTD average fill rate is 95.18% YTD.

vii. YTD order cycle time is 5.60 YTD.
Please allow 3-5 business days for items shipping parcel (UPS Ground) from one of our distribution centers. Items and orders shipping via freight truck from our distribution centers may take up to one week.

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

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

viii. To request a return, just follow these easy steps:

- Contact Customer Care at 888-388-3224 or submit a request to School Specialty, 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

Restocking Fees

- Unused merchandise, in sellable condition, not meeting your satisfaction may be returned in its original or equal quality packaging within 30 days of the receipt of your order.
- If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.
- If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.
- Most items will be subject to a 15% (25% Canada for U.S. suppliers) restocking fee.

School Specialty Response to Tab 3 Performance Capability

Freight Damage

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

ix. At School Specialty, Inc. we strive to provide you with as much product information as possible to aide you in your purchasing decisions. Many of the products we carry do offer product warranties. To obtain the most current warranty information for a specific brand of products, simply enter the brand name in the search field on our website, http://customercare.schoolspecialty.com/warranties , and reach out to the warranty contact provided.

x. During peak demand, School Specialty employs over 120 customer care specialists. The Customer Care associates are available Monday through Friday 7:00AM – 6:00PM Central Standard Time. They may be reached at 888-388-3224 or via fax at 888-388-6344. Our call answer rate is consistently around 95%, with a goal of answering all calls within 30 seconds. Training is ongoing, and we have established various incentives and training programs to help our associates give each customer an A+ experience.

Online resources and tools now available 24/7 make it even more convenient for you. Locate your order, obtain tracking information, request documentation, report incomplete, incorrect or damaged orders and more! Try using our helpful web features today to take the hassle out of everyday order-related concerns and questions. See this service at www.schoolspecialty.com
Our Customer Care team has a "First Resolution" goal. All customer requests are resolved on the first contact with the customer. School Specialty realizes the importance of customer satisfaction combined with company goals and employee skills and growth. Two keys to customer satisfaction is the ability to quickly and easily place an order and receive the product.

xi. Please see attached Invoice Process.

xii. School Specialty, Inc. services a nationwide market, and our main priority is to provide its customers with offerings that match their desires and needs. A School Specialty Sales Representative may offer or promote different purchasing options based upon the customer's situation and needs. School Specialty will not automatically transition any customers from their current purchasing arrangements, rather it be through other purchasing co-ops, bids, or other purchasing arrangements. However, School Specialty will promote NIPA to customers to the extent that NIPA's offering, in the opinion of School Specialty's sales staff, meets a specific customer's needs and desires.

School Specialty Response to Tab 3 Performance Capability

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

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

Training for Inside Sales Staff and Bids and Contracts

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

Training for Outside Sales Staff

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

xiii. School Specialty, Inc. is in good financial standing. Please see attached credit letter from Bank of America and Business Information Report.

xiv. www.schoolspecialty.com , please see attached School Specialty e-Business Services.

xv. School Specialty, Inc. as an organization has the following OSHA Recordable Incident Rate (IR)
2015 – 2.09
2016 – 1.39
2017 – 2.23
2018 – 1.78

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

xvii. Not Applicable

xvii. School Specialty acknowledges and fully embraces the MWBE participation request and requirements. We are committed to working with and adding MWBE certified Tier1 and Tier2 vendors to our supply chain as we continue our valued relationship with NIPA.

Our many years of contracting with MWBE businesses has given us the experience and ability to build an engagement process that exceeds minimum requirements and compliance. We look forward to Sharing and presenting our strategic Tier1 and Tier2 plan to NIPA. We welcome your input as to our planned implementation.

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.

School Specialty Response to Tab 3 Performance Capability

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

Tier1

Our Tier1 engagement requires a reseller agreement of the partner agrees to a specified scope of work that is agreed upon by the participating district (end customer) and this is constructed around School Specialty's quality process for accurate implementation.

Tier2

Our Tier2 engagement requires a subcontracting agreement of which we contract with the partner for support services in our service areas to the district (end customer). The subcontractor/partner is required to meet School Specialty's liability and quality standards in order to participate in our program.

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

School Specialty Response to Tab 3 Performance Capability

3.0 Company

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

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

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

B. 165 Sales Persons located in Remote Areas, 61 Sales Persons located in Greenville, WI, 13 Sales Persons located in Lombard, IL, 1 Sales Person located in Cambridge, MA, 39 Sales Person located in Bellingham, WA, 1 Sales Person located in Mansfield, OH, 7 Sales Person located in Nashua, NH and 9 Sales Persons located in Jacksonville, FL. A total of 296 Sales Persons.

C. 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 Response to Tab 3 Performance Capability

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
100 Paragon Parkway
Mansfield, OH 44903

D. Annual Sales for the three previous years:

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

E. FEIN number 39-0971239

F. 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. School Specialty acknowledges and fully embraces the MWBE participation request and requirements. We are committed to working with and adding MWBE certified vendors to our supply chain as we are awarded new contracts for goods and services.

Our many years of contracting with MWBE's has given us the experience and ability to build an engagement process that exceeds minimum requirements and compliance.

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

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. Not Applicable

I. 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: Educational Resources 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®.

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. **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.

School Specialty Response to Tab 3 Performance Capability

- 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 Join Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Reorganization Plan"), and a corrected copy of such order was entered by the Bankruptcy Court on June 3, 2013. The Reorganization Plan became effective on June 11 2013. The case closed on September 15th, 2015.

- Jenna Baker, v. School Specialty, Inc., State Supreme Court of New York, County of Chemung, Index No. 2011-2089. Filed on September 20, 2011. This claim alleged that while Jenna Baker was under the care and supervision of C.J.'s Country Kids Childcare Center, LLC, she climbed on a cabinet that was manufactured and sold by School Specialty, and the cabinet tipped over and injured Jenna Baker. This was an insured product liability claim, and this action occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1293) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.

School Specialty Response to Tab 3 Performance Capability

- James Keller, James Hoff, Larry Ward v. School Specialty, Inc., Circuit Court of Cook County Illinois, No. 07 L 4088. Filed on April 19th, 2007. This claim by former School Specialty employees alleged a breach of contract and violations of Illinois Wage Payment and Collection Act and alternatively the Illinois Sales Representative Act. The claim is that School Specialty paid James Keller, James Hoff and Larry Ward, less commissions than they were entitled to under their commission agreements with School Specialty. This claim was not covered by insurance. This claim occurred prior to the bankruptcy and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.

- Serenity McArthur v. Sportime LLC, Superior Court of the State of California, County of El Dorado, No. PC 20120634. Filed on November 19th, 2012. This claim alleged that Serenity McArthur was playing with a product sold by Sportime LLC, and was injured while other children were using the product to "sling-shoot" Serenity. This was an insured product liability claim, and this claim occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1540) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement

- Brainstorm Interactive, Inc. v. School Specialty, Inc., United States District Court for the Western District of Wisconsin, Case No. 14-CV-50-wmc, filed January 28, 2014. In the course of the Chapter 11 Cases the license agreement between School Specialty and Brainstorm Interactive was rejected. Brainstorm Interactive alleged that School Specialty committed copyright and trademark infringement by selling certain products Brainstorm Interactive after the rejection of the license agreement. This was an insured intellectual property claim. This case settled with a confidential settlement agreement.

- McGarity v. Summit Limited, Inc. et al (1:14-cv-02933). The complaint alleged that Chloe McGarity was injured by a cabinet manufactured and sold by School Specialty, while she was under the care and supervision of Summit Limited Inc., d/b/an Ivy Hall Day School, in Dallas, Georgia. This was an insured case with a retention of $50,000. This case settled with a confidential settlement agreement.

- School Specialty received a "Notice of Violation" of the California Safe Drinking Water and Toxic Enforcement Act ("Proposition 65") from John Moore. The notice alleged that School Specialty violated Proposition 65 and threatened to file a citizen enforcement lawsuit naming School Specialty as a defendant. Tests done for School Specialty on the items in question showed phthalate levels less than the statutory limit. This case settled with a confidential settlement agreement.

- School Specialty, Inc. v. Thomas Ferrentino and Education Outfitters, Inc, Civil No. 14-4507. On July 14, 2014, School Specialty filed a complaint against Thomas Ferrentino, a former Account Manager with School Specialty for the misappropriation of confidential information, breach of loyalty, violation of the New Jersey Trade Secrets Act, and other related claims. This case settled in August of 2016 with Thomas Ferrentino paying a settlement to School Specialty.

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

School Specialty Response to Tab 3 Performance Capability

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

L. There are none.

3.2 Distribution, Logistics

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

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

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

All orders may be tracked using our website or by contacting our Customer Care Department. Since all orders are entered into one system, the customer will receive the same real-time information regarding order tracking as our internal teams. 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. No other companies will be involved in processing and handling. Products will ship using our routing guide for more economical rates.

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

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

School Specialty Response to Tab 3 Performance Capability

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

3.3 Marketing and Sales

Campaign Name:	**National IPA Account Campaign**
Campaign Category:	**Account Marketing – Purchasing Cooperatives**
Campaign Manager:	**Helen Schleis**
Start Date:	Date of Award
Expiration Date:	

Goals and Objectives

- SSI Contract/Brand Awareness
- National IPA Awareness
- Benefits of utilizing purchasing cooperatives and specifically the SSI/National IPA contract
- Revenue penetration in the designated gap areas.

Strategy

School Specialty and National IPA are working together to increase revenue through our partnership. A sales strategy has been put in place **to increase revenue through National IPA.**

SSI Sales has determined there are five key areas where opportunity exists for growth within these accounts. This determination is based on competitor analysis against SSI product offering and service differentiation.

- Early Education
- STEM/STEAM
- Special Needs
- Safety & Security
- Learning Environments

It has also been determined that a basic understanding of the value of purchasing cooperatives, and specifically the partnership between SSI and NIPA, needs to also be represented as a starting point in most conversations.

School Specialty Response to Tab 3 Performance Capability

Based on these sales related strategies, there are six proposed marketing campaigns or "levers" that need to be designed and implemented based on the recommendation of the designated Director of Business Development (SSI), Strategic Account Manager (SSI) and the Territory Sales Representative (NIPA).

This document will lay out the six different campaigns and the necessary collateral/channels.

Campaign 1: Education of Purchasing Cooperatives and the NIPA contract

Target Audiences and Messaging

UDIENCE	MESSAGING/CONTENT
Purchasing Directors; Business Managers; Procurement	• Who is School Specialty? • Who is National IPA? • Features & Benefits of purchasing through a cooperative • Overview of the five main segments represented by SSI

Touchpoints:

Print:

- Infographic
  - The cost of going out to bid vs. using a purchasing cooperative
  - Editable template: SAM can populate with average of how much is spent by a district on certain products vs how much they can save when buying the same products through NIPA
- Overview brochure (see attached Kinetic brochure)

Digital:

- Email 1: Who are we, benefits and 5 main segments
- Email 2: Savings Infographic and 5 main segments

Campaign 2: Early Education

Target Audiences:

- EC Directors; EC Teachers (Other titles already identified in this segment)

Touchpoints:

Digital:

- Email 1:
  - Introduction of 21st CSS (Video)
  - Alignment with National IPA and Contract
  - Overview of Early Education:

        - Childcraft/Furniture
        - SEL
        - STEAM
    - Call to action: Contact your local Rep, sign up for Webinar

- Email 2 – Targeted to opened emails:
    - Deeper dive into specific segments – more content
        - Childcraft/furniture
        - SEL
        - STEAM

- Email 3 – 3 email options (deployment based on click activity of second email)
    - Additional content; deeper dive; trusted partner
        - Childcraft/furniture
        - SEL
        - STEAM

- Social Media
    - Targeted posts (?)

- Webinar
    - Registration offering on each email
    - Topic determined by SME in conjunction with sales strategy discussion with Business Development and SAM

Print:

- Direct Mail
    - "HOT" leads (determined by click through rates) to receive sample item for their specific segment

Campaign 3: STEM/STEAM

Target Audiences:

- Titles currently identified to receive these types of communications

Touchpoints:

Digital:

- Email 1:
    - Introduction of 21st CSS (Video)
    - Alignment with National IPA and Contract
    - Overview of STEM/STEAM:
        - Frey (robotics & coding)
        - Sax
        - Makerspace

- Call to action: Contact your local Rep, sign up for Webinar

- Email 2 – Targeted to opened emails:
  - Deeper dive into specific segments – more content
    - Frey (robotics & coding)
    - SAX
    - Makerspace

- Email 3 – 3 email options (deployment based on click activity of second email)
  - Additional content; deeper dive; trusted partner
    - Frey (robotics & coding)
    - SAX
    - Makerspace

- Social Media
  - Targeted posts (?)

- Webinar
  - Registration offering on each email
  - Topic determined by SME in conjunction with sales strategy discussion with Business Development and SAM

Print:

- Direct Mail
  - "HOT" leads (determined by click through rates) to receive sample item for their specific segment

Campaign 4: Special Needs

Target Audiences:

- Titles currently identified to receive these types of communications

Touchpoints:

Digital:

- Email 1:
  - Introduction of 21st CSS (Video)
  - Alignment with National IPA and Contract
  - Overview of Special Needs:
    - Abilitations
    - Sensory
    - Inclusion
    - Adaptive Art

- Call to action: Contact your local Rep, sign up for Webinar

- Email 2 – Targeted to opened emails:
  - Deeper dive into specific segments – more content
    - Abilitations
    - Sensory
    - Inclusion
    - Adaptive Art

- Email 3 – 3 email options (deployment based on click activity of second email)
  - Additional content; deeper dive; trusted partner
    - Abilitations
    - Sensory
    - Inclusion
    - Adaptive Art

- Social Media
  - Targeted posts (?)

- Webinar
  - Registration offering on each email
  - Topic determined by SME in conjunction with sales strategy discussion with Business Development and SAM

Print:

- Direct Mail
  - "HOT" leads (determined by click through rates) to receive sample item for their specific segment

Campaign 5: Safety & Security

Target Audiences:

- Titles currently identified to receive these types of communications

Touchpoints:

Digital:

- Email 1:
  - Introduction of 21st CSS (Video)
  - Alignment with National IPA and Contract
  - Overview of SSI Guardian
  - Call to action: Contact your local Rep, sign up for Webinar

- Email 2 – Targeted to opened emails:

  - Overview of Programs/Products
    - Mental Health
    - Active Shooter
    - Products

- Email 3 – 3 email options (deployment based on click activity of second email)
  - Additional content; deeper dive; trusted partner
    - Mental health
    - Active Shooter
    - Products

- Social Media
  - Targeted posts (?)

- Webinar
  - Registration offering on each email
  - Topic determined by SME in conjunction with sales strategy discussion with Business Development and SAM

Campaign 6: Learning Environments

Target Audiences:

- Titles currently identified to receive these types of communications

Touchpoints:

Digital:

- Email 1:
  - Introduction of 21st CSS (Video)
  - Alignment with National IPA and Contract
  - Overview of Learning Environments:
    - Flexible Seating/Creative Classrooms
    - Labs/Science
    - Cafeteria
    - Projects by Design
  - Call to action: Contact your local Rep, sign up for Webinar

- Email 2 – Targeted to opened emails:
  - Deeper dive into specific segments – more content
    - Flexible Seating/Creative Classrooms
    - Labs/Science
    - Cafeteria
    - Projects by Design

- Email 3 – 3 email options (deployment based on click activity of second email)
  - Additional content; deeper dive; trusted partner

- Flexible Seating/Creative Classrooms
- Labs/Science
- Cafeteria
- Projects by Design

- Social Media
  - Targeted posts (?)

- Webinar
  - Registration offering on each email
  - Topic determined by SME in conjunction with sales strategy discussion with Business Development and SAM

Other Important Notes

- All content will be existing content or developed in conjunction with the appropriate Campaign Manager.

A) Please see above information.

C) NIPA is School Specialty, Inc.'s primary go to market cooperative agreement.

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

E) School Specialty confirms we will proactively promote National IPA within our sales organization.

F) School Specialty Sales Leaders currently involved with National IPA training department to develop an internal and external training program. Training may be either in-person or via webinar.

G) Executive Support – Joseph Yorio – President & CEO
Email: joseph.yorio@schoolspecialty.com, Ph # 920-585-5720

Marketing – Helen Schleis – Marketing Manager
Email: helen.schleis@schoolspecialty.com, Ph # 678-823-5125

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

Sales Support – David Fricke - VP – Sales Support
Email: david.fricke@schoolspecialty.com, Ph # 920-882-5773

Financial Reporting – Gary Streufert – Business Data Analyst
Email: gary.streufert@schoolspecialty.com, Ph # 920-882-5644

School Specialty Response to Tab 3 Performance Capability

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

Contracts – Amy Fuss – Director of Bids and Contracts
Email: amy.fuss@schoolspecialty.com, Ph # 920-243-5035

H) Joseph Yorio – President & CEO
W6316 Design Drive
Greenville, WI 54942
Ph # (920) 585-5720
Email: joseph.yorio@schoolspecialty.com

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

I) Please see information above.

J) School Specialty and National IPA will conduct quarterly business reviews between sales and marketing organizations.

K) DOD Education Activity
Contact: Nina Lin
Phone # 571-372-1445
Email: nina.lin@hq.dodea.edu
Alexandria, VA
Serviced by providing products and services related to K-12.
Annual Volume: $161,066.00

Tuba City Boarding School
Contact: Steve Tewahongyoma
Ph # 928-283-2330
Email: steve.tewahongyoma@bie.edu
Tuba City, AZ
Serviced by providing products and services related to K-12.
Annual Volume: $84,251.90

Crownpoint Community School
Contact: Derryl Long
Ph # 505-786-6159
Email: derryl.long@bie.edu
Crownpoint, NM
Serviced by providing products and services related to K-12.
Annual Volume: $51,600.30

School Specialty Response to Tab 3 Performance Capability

Parks and Recreation Iris Center
Contact: David Bannon
Ph # 303-441-3230
Email: bannond@bouldercolorado.gov
Boulder, CO
Serviced by providing products and services related to K-12.
Annual Volume: $50,627.38

Salt River Pima Maricopa Tribe Warehouse
Contact: Clarise Wilson
Ph # 480-362-7871
Email: NA
Scottsdale, AZ
Serviced by providing products and services related to K-12.
Annual Volume: $46,641.81

Riverside County Public Health Receiving
Contact: Andrea Donald
Ph # 951-358-5977
Email: adonald@co.riverside.ca.us
Riverside, CA
Serviced by providing products and services related to K-12.
Annual Volume: $28,636.98

Choctaw Nation Purchasing
Contact: Tiffany Honeycutt
Ph # 580-924-8280
Email: thoneycutt@choctawnation.com
Durant, OK
Serviced by providing products and services related to K-12.
Annual Volume: $26,569.62

Howard County Recreation & Parks
Contact: Karen Aghdassi
Ph # 410-313-6377
Email: kaghdassi@howardcountymd.gov
Columbia, MD
Serviced by providing products and services related to K-12.
Annual Volume: $24,745.32

Oneida Tribal School
Contact: Yvette Peguero
Ph # 920-869-1676
Email: ypeguero@oneidanation.org
Oneida, WI
Serviced by providing products and services related to K-12.
Annual Volume: $23,574.83

School Specialty Response to Tab 3 Performance Capability

Pierre Indian Learning School
Contact: Veronica Pietz
Ph # 605-224-8661
Email: veronica.pietz@k12.sd.us
Pierre, SD
Serviced by providing products and services related to K-12.
Annual Volume: $21,103.39

L) Please see attached flyer School Specialty Online: At-A-Glance.

M) $52,500,000 in year one
$55,125,000 in year two
$57,875,000 in year three

Education is your Specialty. Making it easier for you is ours.

We'll Provide the Supplies, Furniture and Educational Resources – Everything you need for a 21st Century Safe Classroom. You Provide the Inspiration.

Unleash the potential of one contract & one unmatched product offering. When purchasing with School Specialty, you are using a contractually compliant purchasing vehicle that provides you with over 175,000 products from top brands and proprietary offerings only found here.

EducationEssentials.

Classroom & Office Supplies, Teaching Aides

- Top brands like Crayola, Post-it, Elmer's, Sanford, Scotch and many more!
- All the supplies, resources and materials educators need most for school and classroom.
- Exclusive, proprietary School Smart brand of supplies to help your budgets stretch even further.

Sax®

K-12 Art Resources

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

SPORTIME® featuring SPARK®

Physical Education Resources & Curriculum

- A complete selection of high-quality fitness and sports equipment including balls, jump ropes, bean bags and much more from Sportime.
- Professional Development Workshops for PE Teachers that prepare educators to engage and energize students to get active today and sustain a healthy lifestyle tomorrow.

CHILDCRAFT®

PreK - 2 Early Childhood Resources & Furniture

- Extensive selection of early childhood educational products including furniture, manipulatives and games.
- High-quality, safe and developmentally appropriate products that support early learning standards and educational outcomes for children from birth through Grade 2.
- Manufacturer of the best wood furniture in the industry in our Lancaster, PA facility which includes a lifetime warranty.
- Our Kidspaces classrooms boast a turn-key early childhood classroom package (PreK or K) to create a developmentally appropriate learning environment.

CLASSROOM SELECT®

Furniture Manufacturer

- Manufacturer of furniture (Classroom Select, Royal Seating and Childcraft) that encourages collaboration, promotes creativity and works with technology to stimulate critical thinking.
- Assortment includes seating, desks, tables, classroom and office storage, dry erase boards, easels and more.

Projects by DESIGN®

Turnkey Solution to Equip New & Renovated Spaces

- Comprehensive, turnkey solution to equip new and renovated spaces for entire learning communities - at no extra cost to you.
- Over 6,000 school building projects, both national and internationally, have been designed and managed by Projects by Design since 1993.
- Full service support throughout the entire multi-step process - and after.

Abilitations

Special Needs Resources

- We offer the most comprehensive assortment of products and solutions for all children and their therapists, educators and families that support them.
- From theraputty to fidgets, to weighted blankets and swings, we offer the most effective special needs resources and solutions available.

SSI GUARDIAN

Safety & Security Products & Training

- Wide range of security and safety-related products to help address any risk challenge schools may face.
- Extensive selection of safety and security products and technologies bearing the SSI Guardian Certified Approved status means they have passed a rigorous evaluation process to ensure performance and enable customers to make safety and security procurement decisions with greater confidence.

School Specialty
Instruction & Intervention
ePS Coach

Instruction & Intervention

- Broad selection of targeted solutions plus customized professional development to meet the ever-changing needs of every student and classroom.
- Proven supplemental materials across all subject areas including reading intervention, vocabulary, math and ELA practice, instruction and test preparation - designed and developed to accelerate achievement.
- Over 10,000 instructional resources - manipulatives, instructional aids, student materials, teacher resources and classroom libraries.

FREY scientific

K-12 Science Resources

- Wide selection of science education products, supplemental curriculum, lab equipment and supplies.
- STEM solutions that advance effective learning.

To find out more about any of our products or services, please contact your School Specialty Representative at **888.388.3224** or visit **www.schoolspecialty.com**

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 24 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 · Sax · SPORTIME SPARK · CALIFONE · Abilitations · SCHOOL SMART · CLASSROOM SELECT · Royal Seating · Projects by Design · FREY scientific · Delta Education · FOSS · cpo science · ePS · PREMIER · SOAR life products · SSI GUARDIAN

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

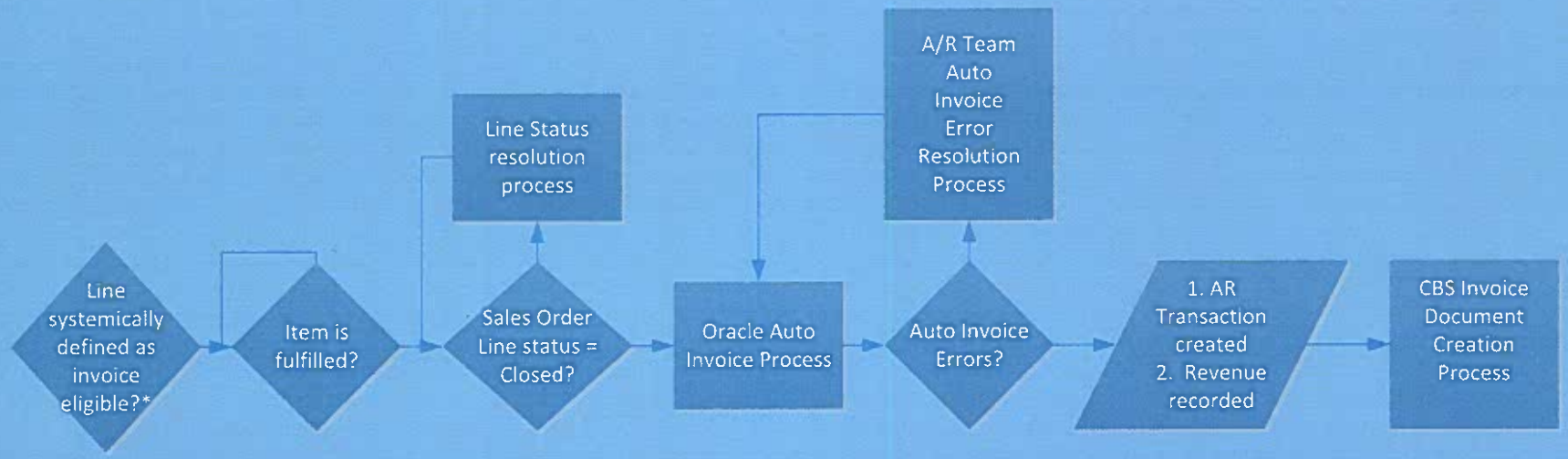
Eastern US:
Debbie Douglass
debbie.douglass@schoolspecialty.com
413.575.8831

Web Support: websupport@schoolspecialty.com

Accounts Receivable

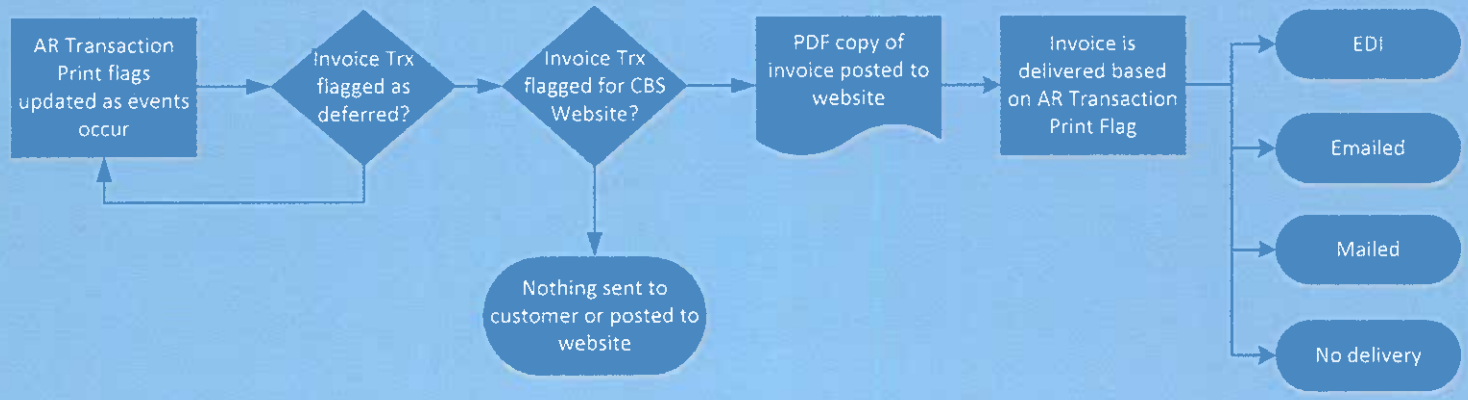
Accounts Receivable – Invoicing – Rhonda Buss

Auto Invoice Process



* eg Line type invoiceable, item invoiceable

Invoice Document Process



School Specialty.

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 References:

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

Dixon Ticonderoga Company
195 International Pkwy, Suite 200
Heathrow, FL 32746
Contact: Terry Nelson
Phone: (407) 829-9000
Email: TNelson@dixonusa.com

MooreCo Inc.
PO Drawer D
Temple, TX 76503
Contact: Jeri Glaser
Accounts Receivable Manager
Phone: (254) 778-4727
Email: jglaser@moorecoinc.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: B3

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
Executive Vice President and Chief Financial Officer
School Specialty, Inc.

Updated 08/29/2017

dun & bradstreet

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: 06/15/2018
Last Update Date: 05/31/2018
Attention: michelle

Executive Summary

Company Info

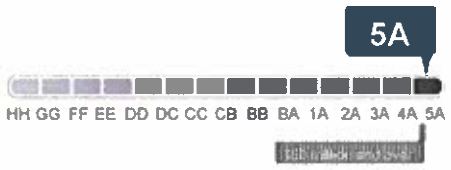
Year Started	1959
Control Year	1959
CEO	JOSEPH M YORIO, PRES-CEO
Employees	1,180
Employees Here	Undetermined at this location
Working Capital	$122,268,000
Trade Styles	SCHOOL SPECIALTY
Net Worth (Financial Statement)	$107,491,000
Gross Revenue (Financial Statement)	658,383,000

As of 03/31/2018

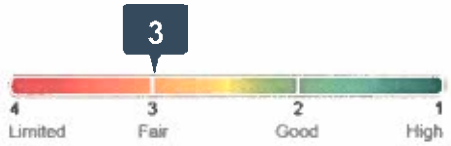
D&B Rating

D&B Rating: 5A3

Financial Strength

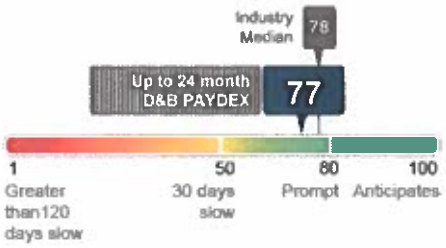


Composite Credit Appraisal

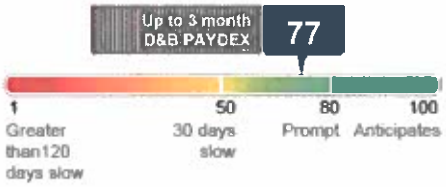


D&B PAYDEX®

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

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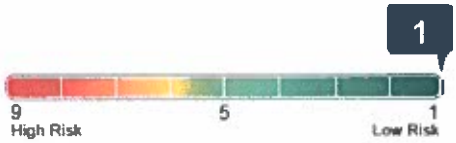
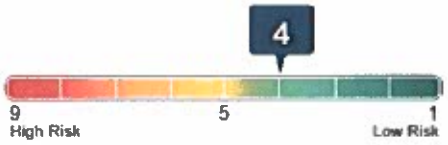
1

Viability Score



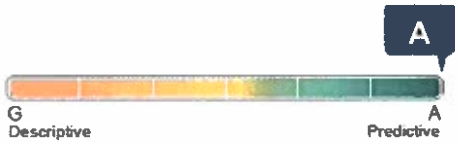
4

Portfolio Comparison



A

Data Depth Indicator



A

Company Profile

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

Business Information

Business Summary

Branch & Division	YES
Financial Condition	FAIR
SIC	5049 Whol professional equip, whol furniture, ret mail-order house
NAICS	423490 Other Professional Equipment and Supplies Merchant Wholesalers
History Status	CLEAR

Credit Capacity Summary

D&B Rating **5A3**

Financial Strength

Composite Credit Appraisal

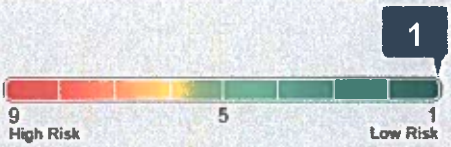
Prior D&B Rating	5A3
Rating Date	02/03/2017

Payment Activity (based on 204 experiences)	USD
Average High Credit	$145,947
Highest Credit	10,000,000
Total Highest Credit	23,491,550

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.

Viability Score



Compared to All US Businesses within D&B Database:

- 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%**

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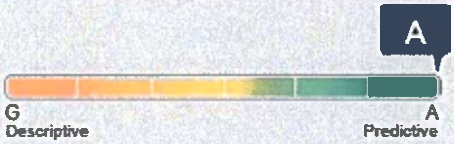
4 Portfolio Comparison

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+)

Government Activity Summary

Activity Summary	
Borrower	No
Administrative Debt	No
Grantee	No
Party Excluded from Federal Programs	No
Public Company	Yes
Contractor	Yes
Importer/Exporter	N/A

Possible candidate for socioeconomic program consideration	
Labor Surplus Area	N/A
Small Business	N/A
Women Owned	N/A
Minority Owned	N/A

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

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Operations Data

As of 05/31/2018

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

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 for school retrofits and new school construction.

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.

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, Frey Scientific, Hammond & Stephens, Premier Agendas, Sax Arts & Crafts, Sax Family & Consumer Sciences, Sportime, Delta Education, Neo/SCI, CPO Science, EPS and AutoSkill, SSI GUARDIANTM, 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 & Canada.

The company's historical revenues and profitability have been dramatically higher from June through September of its fiscal year, primarily due to increased shipments to customers coinciding with the start of each school year. Quarterly results also may be materially affected by variations in its costs for the products sold, the mix of products sold and general economic conditions. Therefore, results for any quarter are not indicative of the results that the company may achieve for any subsequent fiscal quarter or for a full fiscal year.

Employees: 1,180 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.

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

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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

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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

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 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 06/05/2018

From JAN 01 2018 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.

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Three Years Comparative Statement

	Fiscal Consolidated Apr 25 2015 USD	Fiscal Consolidated Dec 26 2015 USD	Fiscal Consolidated Dec 30 2017 USD
Curr Assets	$189,381,000	$167,081,000	$196,438,000
Curr Liabs	88,786,000	49,884,000	74,170,000
Current Ratio	2.13	3.35	2.65
Working Capital	100,595,000	117,197,000	122,268,000
Other Assets	123,571,000	107,408,000	115,969,000
Worth	66,377,000	81,606,000	107,491,000
Sales	621,868,000		658,383,000
Long Term Liab	157,789,000	142,999,000	130,746,000
Net Profit (Loss)	(33,532,000)		6,779,000

Key Business Ratios (Based on 12 establishments)

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	1.0	2.9	3
Return on Net Worth	6.3	14.4	3
Short Term Solvency			
Current Ratio	2.6	2.0	1
Quick Ratio	1.4	1.3	1
Efficiency			
Assets Sales	47.5	38.8	4
Sales / Net Working Capital	5.4	8.3	3
Utilization			
Total Liabs / Net Worth	190.6	121.0	4

As of 12/30/2017

Most Recent Financial Statement

Fiscal Consolidated statement dated DEC 30 2017:

Assets	USD	Liabilities	USD
Current Assets		**Current Liabilities**	
Cash	$31,861,000	Accts Pay	$26,591,000
Accts Rec	69,297,000	Deferred Revenue	3,454,000
Inventory	77,162,000	Accruals	33,136,000
Deferred Catalog Costs	3,450,000	L.T. Liab-(1yr)	10,989,000
Prepaid Exps & Other Current Assets	14,121,000	**Total Current Liabilities**	**74,170,000**
Refundable Income Taxes	547,000		
Total Current Assets	**196,438,000**		
Non Current Assets		**Non Current Liabilities**	
Fixt & Equip	33,579,000	Long-Term Debt-Net	130,574,000
Goodwill	26,842,000	Other Liabilities	172,000
Intangible Assets-Net	37,163,000	COMMON STOCK	7,000
Development Costs & Other-Net	16,339,000	ADDIT. PD.-IN CAP	123,083,000
Other Assets	2,046,000	ACCUM OTHER COMPREHENSIVE LOSS	(1,425,000)
Total Assets	**312,407,000**	RETAINED EARNINGS	(14,174,000)
		Total Liabilities & Net Worth	**312,407,000**

As of 05/31/2018

From JAN 01 2017 to DEC 30 2017 annual sales $658,383,000; cost of goods sold $415,144,000. Gross profit $243,239,000; operating expenses $218,381,000. Operating income $24,858,000; other expenses $19,488,000; net income before taxes $5,370,000; Federal income tax $(1,409,000). Net income $6,779,000.

Statement Source
Statement obtained from Securities And Exchange Commission. Prepared from statement(s) by Accountant: Grant Thornton LLP, Appleton, Wisconsin.

Accountant's Opinion
A review of the accountant's opinion indicated that the financial statement meets generally accepted accounting principles and the audit contains no qualifications.

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Accounts receivable shown net less $1,059,000 allowance. Fixed assets shown net less $48,514,000 depreciation.

Explanations
The net worth of this company includes intangibles.

On May 31, 2018, the financial information was updated.

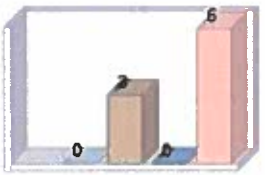
Indicators

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	3	07/24/2017
Suit	0	
UCC	6	12/26/2017

Public Filings



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	03/23/2016
Status	Open	Type	Judgment lien
Where Filed	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL	Status Attained	02/25/2016
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

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		

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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	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.		

Filing No.	2017 3151435	Latest Info Received	07/20/2017
Original UCC Filed Date	06/11/2013	Type	Termination
Where Filed	SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed	05/12/2017
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY	Original Filing No.	2013 2232040
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

D&B PAYDEX®

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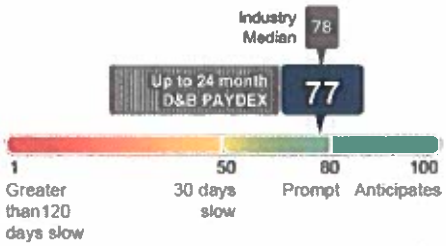
Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

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	204	Highest Now Owing	$3,000,000
Payments Within Terms	81%	Total Placed for Collection	1	Highest Past Due	$85,000
Average High Credit	$145,947	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 204 payment experiences in D&B's file, with 136 experiences reported during the last three month period.
The highest Now Owes on file is $3,000,000. The highest Past Due on file is $85,000.

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	15	$1,838,550	$500,000	71	14	2	8	5
Whol service paper	8	505,750	250,000	99	1	0	0	0
Business consulting	5	4,210,000	3,000,000	90	10	0	0	0
Whol office supplies	5	2,502,500	2,000,000	100	0	0	0	0
Mfg misc plastic prdt	2	10,001,000	10,000,000	100	0	0	0	0
Mfg misc products	2	400,500	400,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	50	50	0	0	0
Mfg games/toys	1	400,000	400,000	100	0	0	0	0
Mfg wood office furn	1	300,000	300,000	50	0	0	50	0
Mfg treated minerals	1	250,000	250,000	100	0	0	0	0
OTHER INDUSTRIES	120	2,443,300	200,000	83	11	2	2	2

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash Experiences	38	$14,600	$7,500
Payment record unknown	3	125,100	100,000
Unfavorable comments	1	250	250

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Placed for Collection	1	0	0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within(months)
June 2018	Ppt	$7,500	$0	$0	N30	4-5
May 2018	Ppt	3,000,000	200,000	0	N/A	1
	Ppt	400,000	400,000	0	N/A	1
	Ppt	400,000	400,000	0	PROX	1
	Ppt	400,000	5,000	0	N/A	1
	Ppt	400,000	400,000	0	N/A	1
	Ppt	100,000	0	0	N/A	2-3
	Ppt	100,000	30,000	0	N/A	1
	Ppt	65,000	50,000	0	N/A	1
	Ppt	60,000	60,000	0	N/A	1
	Ppt	40,000	0	0	N/A	6-12
	Ppt	35,000	5,000	0	N/A	1
	Ppt	30,000	5,000	0	N/A	1
	Ppt	20,000	20,000	0	N/A	1
	Ppt	20,000	7,500	0	N/A	1
	Ppt	20,000	15,000	0	N30	1
	Ppt	15,000	0	0	N/A	2-3
	Ppt	10,000	10,000	0	N30	1
	Ppt	7,500	5,000	0	N/A	1
	Ppt	5,000	2,500	0	N/A	1
	Ppt	2,500	250	0	N/A	1
	Ppt	2,500	2,500	0	N/A	1
	Ppt	2,500	2,500	0	N/A	1
	Ppt	2,500	0	0	N/A	6-12
	Ppt	1,000	0	0	N30	2-3
	Ppt	1,000	0	0	N/A	2-3
	Ppt	750	0	0	N30	4-5
	Ppt	500	0	0	N/A	6-12
	Ppt	250	250	0	N/A	1
	Ppt	100	0	0	N/A	6-12
	Ppt	100	0	0	N30	2-3
	Ppt	100	100	0	N/A	1
	Ppt	50	0	0	N/A	6-12
	Ppt-Slow 30	700,000	700,000	20,000	N/A	1
	Ppt-Slow 30	40,000	40,000	20,000	N/A	1
	Ppt-Slow 30	20,000	5,000	0	N/A	1
	Ppt-Slow 30	10,000	0	0	N/A	6-12
	Ppt-Slow 30	500	250	250	N/A	1
	Ppt-Slow 90	300,000	5,000	5,000	N/A	4-5
	Slow 5	5,000	500	0	N/A	1
	Slow 10	2,500	1,000	0	N/A	1
	Slow 30	55,000	0	0	N/A	6-12
	Slow 15-120	100,000	25,000	25,000	N/A	6-12

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	Ppt	50,000	0	0	N/A	2-3
	Ppt	20,000	20,000	0	N/A	1
	Ppt	10,000	0	0	N/A	1
	Ppt	10,000	2,500	0	N15	1
	Ppt	7,500	2,500	0	N/A	1
	Ppt	7,500	0	0	N/A	6-12
	Ppt	5,000	5,000	0	N/A	1
	Ppt	2,500	2,500	0	Lease Agreemnt	1
	Ppt	2,500	0	0	N/A	2-3
	Ppt	1,000	0	0	N/A	1
	Ppt	1,000	500	0	N/A	1
	Ppt	1,000	0	0	N30	6-12
	Ppt	1,000	0	0	N/A	6-12
	Ppt	750	0	0	N/A	1
	Ppt	750	750	0	N30	1
	Ppt	500	500	0	N/A	1
	Ppt	250	250	0	N30	1
	Ppt	250	0	0	N/A	2-3
	Ppt	250	0	0	N/A	1
	Ppt	250	250	0	N/A	1
	Ppt	250	250	0	Lease Agreemnt	1
	Ppt	100	0	0	N/A	6-12
	Ppt	100	0	0	N/A	6-12
	Ppt-Slow 30	5,000	1,000	0	N/A	1
	Ppt-Slow 90+	250	0	0	N/A	6-12
	Slow 15	100	0	0	N/A	2-3
	Slow 30	2,500	0	0	N/A	4-5
	Slow 60-90	2,500	0	0	N/A	6-12
	Slow 15-90+	50	0	0	N/A	6-12
March 2018	Ppt	2,500	0	0	N/A	2-3
	Ppt	1,000	1,000	0	N30	1
	Ppt	100	50	0	N/A	1
February 2018	Ppt	500	500	0	N/A	1
	(078)Credit refused	250	50	0	N/A	1
January 2018	Ppt	250	0	0	N/A	6-12
	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.

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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

- **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

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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
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

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

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.

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.

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

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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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

er Name:	School Specialty
t Month:	Dec-18
ntract ID:	R141608

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # (Assigned by National IPA and provided to Supplier)	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
55 WEST H	10399 COU	GULFPORT	MS	39503-756	x	20181205	1,460.30	2%	29.21
55 WEST H	10399 COU	GULFPORT	MS	39503-756	x	20181207	333.60	2%	6.67
A H ROBER	301 ZACHA	LIVINGSTO	TN	38570-126	x	20181207	68.18	2%	1.36
A H ROBER	301 ZACHA	LIVINGSTO	TN	38570-126	x	20181211	65.10	2%	1.30
A H WATW	3002 LIMB	CHILDERSB	AL	35044-204	x	20181214	28.20	2%	0.56
ABERNATH	505 7TH ST	ABERNATH	TX	79311-331	x	20181205	211.74	2%	4.23
ABILENE IN	PO BOX 98	ABILENE	TX	79604-098	x	20181220	485.34	2%	9.71
ABILENE IN	PO BOX 98	ABILENE	TX	79604-098	x	20181221	356.18	2%	7.12
ABILENE IN	PO BOX 98	ABILENE	TX	79604-098	x	20181205	87.49	2%	1.75
ABILENE IN	PO BOX 98	ABILENE	TX	79604-098	x	20181227	212.75	2%	4.26
ABILENE IN	PO BOX 98	ABILENE	TX	79604-098	x	20181204	252.83	2%	5.06
ACADEMY	1330 BRAN	NORFOLK	VA	23513-117	x	20181217	242.83	2%	4.86
ACCOMAC	PO BOX 33	ACCOMAC	VA	23301-033	x	20181210	368.50	2%	7.37
ACERO CHA	209 W JAC	CHICAGO	IL	60606-693	x	20181213	365.59	2%	7.31
ACERO CHA	209 W JAC	CHICAGO	IL	60606-693	x	20181228	1,048.80	2%	20.98
ACHILLES E	9306 GUIN	HAYES	VA	23072-440	x	20181220	20.21	2%	0.40
ADAMS EL	1492 ISLAN	CLEBURNE	TX	76031-910	x	20181214	93.84	2%	1.88
ADAMSVIL	PO BOX 40	ADAMSVIL	TN	38310-040	x	20181205	85.14	2%	1.70
AFFTON EA	9832 REAV	SAINT LOU	MO	63123-533	x	20181210	57.96	2%	1.16
AFFTON SC	8701 MAC	SAINT LOU	MO	63123-349	x	20181227	54.46	2%	1.09

Tab 4 Qualification and Experience

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe how Offeror ensures contract compliance.
iii. What measures does Offeror take to ensure all products are authentic and not counterfeit?
iv. Describe Offeror's reputation in the marketplace.

v. Describe Offeror's reputation of products and services in the marketplace.
vi. Describe the experience and qualification of key employees.
vii. Describe Offeror's experience working with the government sector.
viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
ix. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
x. Provide any additional information relevant to this section.

School Specialty Response to Tab 4 Qualification and Experience

c) Qualification and Experience

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

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

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

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

School Specialty Response to Tab 4 Qualification and Experience

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

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

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

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

iv. 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.

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

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

Through our combined family of companies and acquisitions, School Specialty, Inc. has over 100 years of experience in providing teaching aids and classroom furniture to the educational community. SSI provides a comprehensive offering of high quality products to school districts, school administrators and teachers through the broad distribution of its catalogs. Some of these categories include science, art, reading & literacy, early childhood, life skills, physical education

and health, special learning needs, visual media, furniture and equipment, instructional materials, library related products, and many other classroom essentials. We offer over 100,000 products to more than 110,000 schools throughout the United States & Canada. SSI also has capabilities in the designing and the renovation of schools through our Projects by Design program.

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

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

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

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

vi.

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.

c) **Sales/Executive Support - Doug Welles** doug.welles@schoolspecialty.com

As Vice President of Sales, Doug has over 25 years of experience at various levels of management within the educational market and School Specialty Science. As Vice President, Doug is responsible for managing an outside sales organization, including the arrangement of sales contracts, while collaborating with merchandising, operations, and finance for the success of Frey Scientific and several other category brands in areas of special needs, physical education & wellness, art, and early childhood.

d) **Financial Reporting- Gary Streufert** gary.streufert@schoolspecialty.com

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

vii. 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.

viii. **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.
- 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 Join Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Reorganization Plan"), and a corrected copy of such order was entered by the Bankruptcy Court on June 3, 2013. The Reorganization Plan became effective on June 11, 2013. The case closed on September 15th, 2015.

- Jenna Baker, v. School Specialty, Inc., State Supreme Court of New York, County of Chemung, Index No. 2011-2089. Filed on September 20, 2011. This claim alleged that while Jenna Baker was under the care and supervision of C.J.'s Country Kids Childcare Center, LLC, she climbed on a cabinet that was manufactured and sold by School Specialty, and the cabinet tipped over and injured Jenna Baker. This was an insured product liability claim, and this action occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1293) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.

- James Keller, James Hoff, Larry Ward v. School Specialty, Inc., Circuit Court of Cook County Illinois, No. 07 L 4088. Filed on April 19th, 2007. This claim by former School Specialty employees alleged a breach of contract and violations of Illinois Wage Payment and Collection Act and alternatively the Illinois Sales Representative Act. The claim is that School Specialty paid James Keller, James Hoff and Larry Ward, less commissions than they were entitled to under their commission agreements with School Specialty. This claim was not covered by insurance. This claim occurred prior to the bankruptcy and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.

School Specialty Response to Tab 4 Qualification and Experience

- Serenity McArthur v. Sportime LLC, Superior Court of the State of California, County of El Dorado, No. PC 20120634. Filed on November 19th, 2012. This claim alleged that Serenity McArthur was playing with a product sold by Sportime LLC, and was injured while other children were using the product to "sling-shoot" Serenity. This was an insured product liability claim, and this claim occurred prior to the bankruptcy filing (Chapter 11 Cases claim number 1540) and was subject to the Reorganization Plan. This case settled with a confidential settlement agreement.

- Brainstorm Interactive, Inc. v. School Specialty, Inc., United States District Court for the Western District of Wisconsin, Case No. 14-CV-50-wmc, filed January 28, 2014. In the course of the Chapter 11 Cases the license agreement between School Specialty and Brainstorm Interactive was rejected. Brainstorm Interactive alleged that School Specialty committed copyright and trademark infringement by selling certain products Brainstorm Interactive after the rejection of the license agreement. This was an insured intellectual property claim. This case settled with a confidential settlement agreement.

- McGarity v. Summit Limited, Inc. et al (1:14-cv-02933). The complaint alleged that Chloe McGarity was injured by a cabinet manufactured and sold by School Specialty, while she was under the care and supervision of Summit Limited Inc., d/b/an Ivy Hall Day School, in Dallas, Georgia. This was an insured case with a retention of $50,000. This case settled with a confidential settlement agreement.

- School Specialty received a "Notice of Violation" of the California Safe Drinking Water and Toxic Enforcement Act ("Proposition 65") from John Moore. The notice alleged that School Specialty violated Proposition 65 and threatened to file a citizen enforcement lawsuit naming School Specialty as a defendant. Tests done for School Specialty on the items in question showed phthalate levels less than the statutory limit. This case settled with a confidential settlement agreement.

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

ix. References:

Chicago Public Schools
Contact: April Stewart, Purchasing Department
Phone # 773-553-2929
Email: adstewart11@cps.edu
Chicago, IL

School Specialty Response to Tab 4 Qualification and Experience

Serviced many years providing school supplies and equipment.
Annual Volume: $2,738,410.36

Detroit Public Schools
Contact: Mr. Sindey Vinson
Ph # 313-596-0157
Email: Sidney.vinson@detroitk12.org
Detroit, MI
Serviced many years providing school supplies and equipment.
Annual Volume: $2,052,062.43

Houston Independent School District
Contact: Aishya Johnson-Dixon
Ph # 713-556-6515
Email: aishya.johnson@houstonisd.org
Houston, TX
Serviced many years providing school supplies and equipment.
Annual Volume: $773,652.08

Aldine Independent School District
Contact: Dr. Michaelann Kelley
Ph # 281-985-6421
Email: mkelley@aldineisd.org
Aldine, TX
Serviced many years providing school supplies and equipment.
Annual Volume: $630,639.10

Clark County School District
Contact: Brianne Newton
Ph # 702-799-5225 Ext. 5438
Las Vegas, NV
Serviced many years providing school supplies and equipment.
Annual Volume: $578,451.41

x. No other information is relevant to this section.

Tab 5 Value Add

d) Value Add

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

ii. Furniture can be included as a value add item and can include, but not be limited to: desks, chairs, conference tables, filing cabinets and bookshelves, and include installation and special orders.

School Specialty Response to Tab 5 Value Add

i.

- School Specialty would like to continue our existing offer of **Educators Publishing Service (EPS)** product assortment to this contract. Our recently acquired assets and products of **Triumph Learning (TL)** which has increased the items available for
  Instruction and Intervention curriculum will continue to provide your members with valuable EPS and Triumph Learning proprietary brands. These are net priced items which means the price list is the sell price. In our catalogs, items are designated in an "N" for net priced. No discounts apply. The pricing is updated once a year in January. Standard shipping rates apply.

- 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 NIPA contracts. School Specialty and SSI Guardian would like to continue to offer this value add service to this contract. 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.

- School Specialty will extend the same terms and conditions of this contract to NIPA customers who have logged into their respective schoolspecialty.com account for our all online and digital content which is updated with new products and services from our manufacturers on a regular basis. Discounts to be applied to list price only. No other discounts can be applied to net priced or sale items.

- School Specialty retains the ability to offer Free Freight in lieu of the volume rebate on a customer by customer basis to customers that qualify for the rebate.

- School Specialty can help provide resources across all instructional areas and learning environments. We provide assistance of our instructional experts in helping to identify the resources to address funding needs. Please see attached funding brochure for more information on grant writing and funding opportunities.

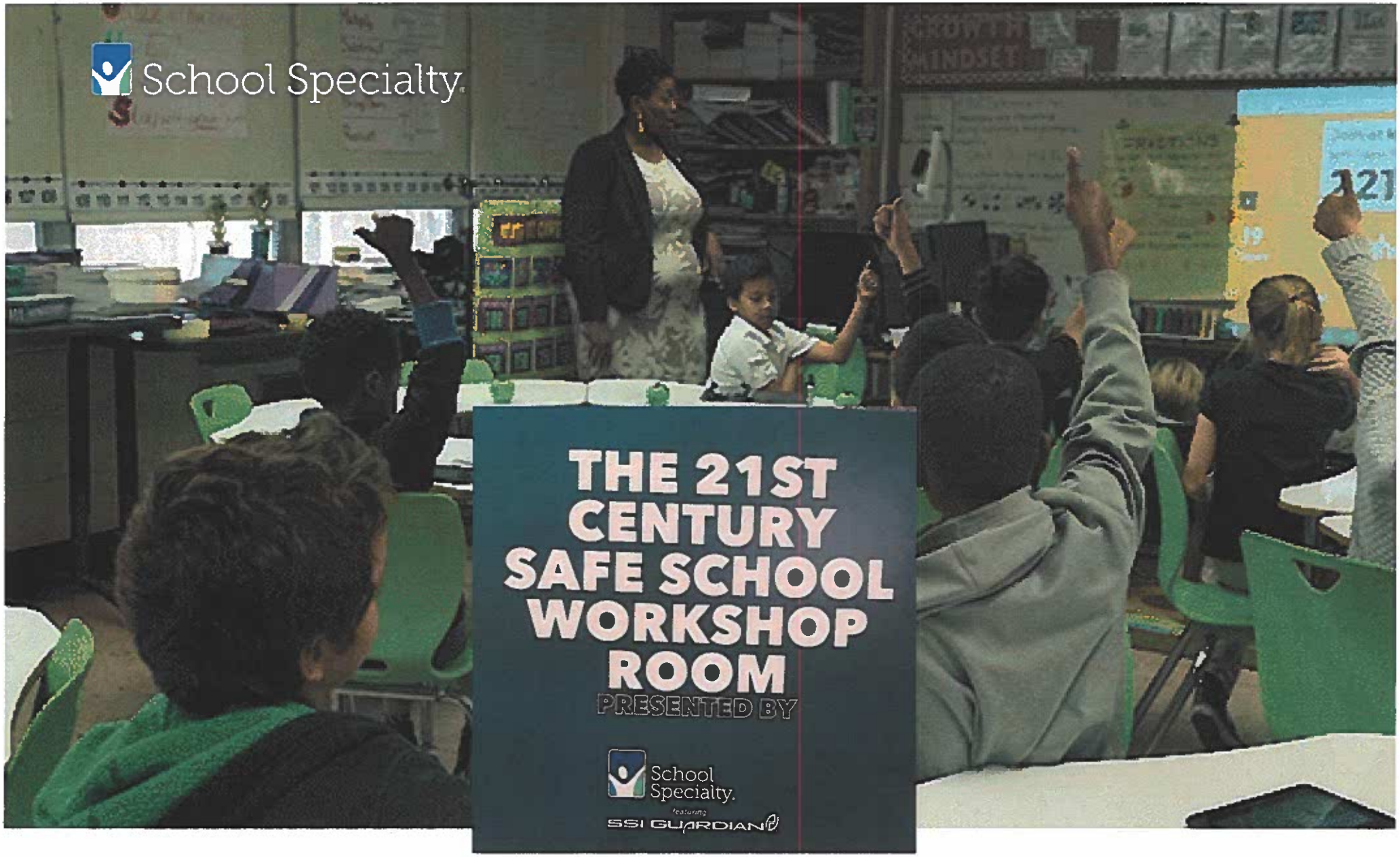
- School Specialty is offering a volume rebate paid back to the end user. Please reference attached Rebate Tier Schedule.

ii. Please see attached furniture MSRP discount listing.

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 Guardian Professional Development							
Stop The Threat Advanced Active Shooter and Prevention				**List Price**	**12% Group Discount**	**31-100 Net Price Add'l Participants Fee**	**101+ Net Price Add'l Participants Fee**
4 hours live interactive training and 7 hours online training	Minimum 30 participants			$ 10,500.00	$ 9,240.00		
Travel expenses included				$350 per participant	$308 per participant	$286 per participant	$187 per participant
Includes 1 CEU credential issued by North Carolina State University							
Grieving and Bereavement							
4 hours live interactive training	Minimum 30 participants			$ 9,000.00	$ 7,920.00		
				$300 per participant	$264 per participant	$199 per participant	$149 per participant



21st Century Safe School Forum

SSI 21st Century Safe School

A new way to provide the education community value

SSI 21st Century Safe School

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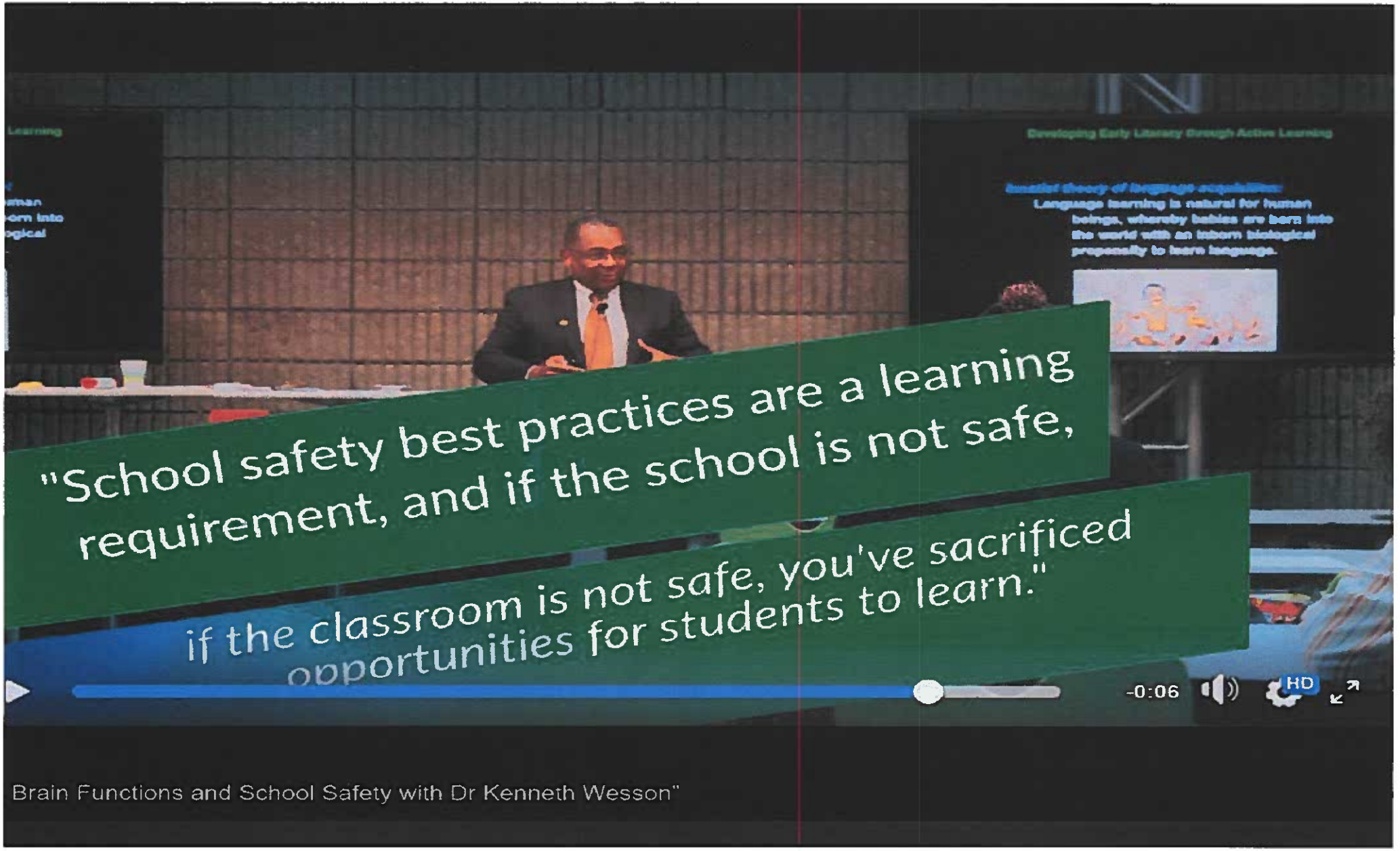
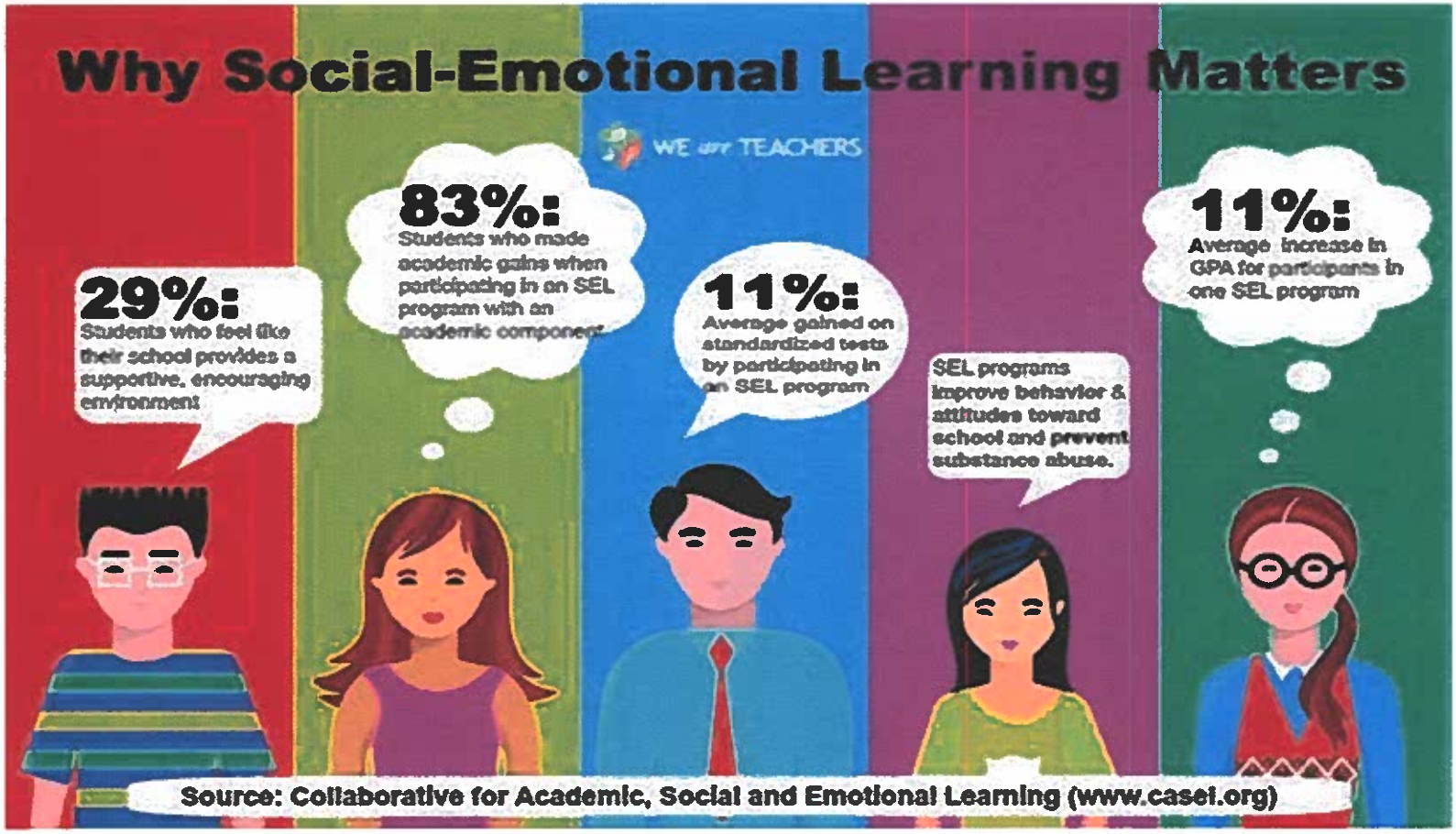
Brain Functions and School Safety



SSI 21st Century Safe School



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The **S.A.I.L.** *Concept*

The environmental preconditions that should be experienced by students ***prior to*** initiating formal instruction include...

S — **Safety**
Physical and emotional

A — **Acceptance**
No "put-downs"

I — **Inclusion, interactions and involvement**
Interpersonal/social aspect of memory formation

After satisfying these prerequisite neurophysiological and hierarchical conditions, ***students are biologically ready for...***

L — **Learning**
Students feel their immediate environment is secure enough for them to take risks, explore and discover

Source: Kenneth Wesson (2011) *Education for the Real World: Six great ideas for parents and educators.* Brain World, Issue 2, Volume II Winter 2011

School Specialty
COLLEGE FOOTBALL PLAYOFF
FOUNDATION
EXTRA YARD
FOR TEACHERS
Nineteen 21st Century Safe Classroom
and Media Center Awards (2016-2017)

Learning institutions needed best practice based solutions for safety & security and School Specialty responded by creating SSI Guardian

- Best Practice Guidelines
- 21st Century Safe School
- Professional Development Advanced Training
- Social Emotional Mental Learning and Safety

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What Can YOU Do?

SSI GUARDIAN
SETTING THE NEW STANDARD

Best Practice Guidelines

SSI Guardian has set the new standard in advanced safety education training and security solutions.

Best Practice Evaluation Guide

Advanced Training Programs

- Evidence Based, PhD Authored
- Follows Curriculum Mapping
- Written to Meet Academic Standards
- Tailored to YOUR School's Needs
- Live Interactive Delivery Model
- Professional Instructional Team
- Continual Digital Learning Component
- Professional Organization Holding Liability Insurance
- *Accredited Professional Development CEU Award*

Product Solutions

- Follows Security Industry Best Practices
- Meets Industry Performance Standards
- Satisfies ADA Requirements
- Code Compliant
- Performance Proven
- *No Unintended Consequences*

THE GOLD STANDARD

Only programs and solutions meeting these best practice guidelines should be considered.

SSI GUARDIAN

8

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Evidence Based

SSI GUARDIAN
SETTING THE NEW STANDARD

Evidence based advanced safety training is the only acceptable form of training.

- ✓ PhD Authored to Academic Standards
- ✓ Researched and Vetted
- ✓ Follows Security Industry Best Practices
- ✓ Does not Include Opinion or Theory
- ✓ Follows Curriculum Mapping
- ✓ Accredited Professional Development Credential **CEU**

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Law Enforcement Training

- Take Out Threat
- Reactionary
- Tactical Professionals

Civilian Training

- Proactive
- Preparedness
- Threat Mitigation
- Survival

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SSI GUARDIAN
SETTING THE NEW STANDARD

A CEU or **Continuing Education Unit** is the highest professional development credential awarded.

- Issued via certified transcript by NC State University
- Counts towards professional development
- Counts towards professional license renewal
- Qualifies program for Title II funding
- 1 CEU requires 10 study hours

NC STATE UNIVERSITY

The Only Training Program of Its Type With an Accredited CEU

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Comprehensive Approach

SSI GUARDIAN
SETTING THE NEW STANDARD

A comprehensive approach incorporates security best practices into safe campus initiatives.

- Build upon existing foundations
- **EMPOWER** employees to adopt security best practices
- Encourage collaboration with first responders
- Provide best fit solutions
- Deliver customized evidenced based Advanced Training

Safe learning environments require **multiple** best practice based measures working in synergy.

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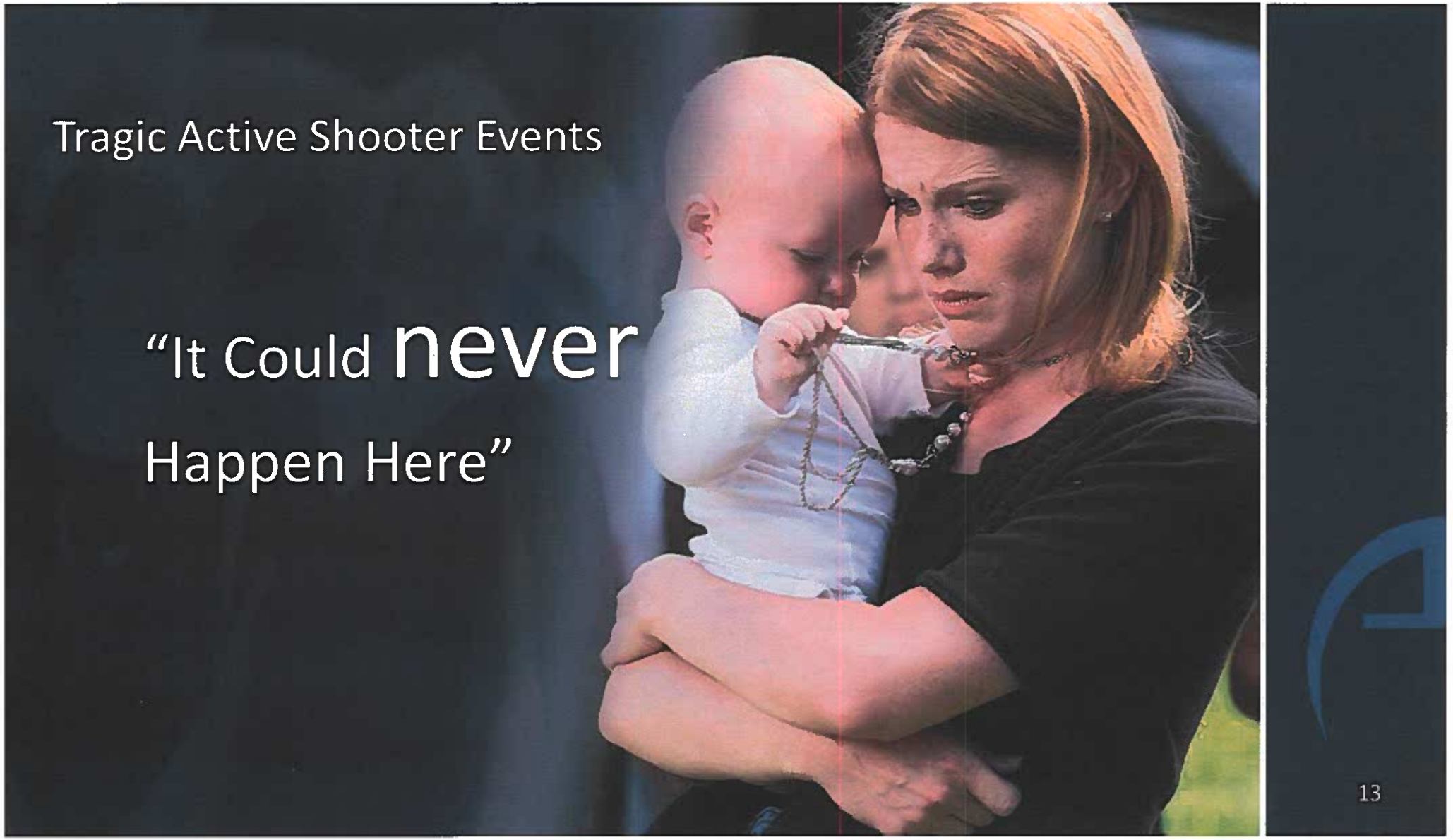

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Advanced Training- Why Schools NEED It

An epic failure in protocol and preparation

On April 10, an arme dman 53, was allowed entry to the school, telling staff he was **dropping something off for his wife**, Karen Smith, 53. **San Bernardino Elementary School**

- He then went to Smith's special education classroom and shot her.
- 8-year-old Jonathan Martinez was fatally shot, another child was wounded
- Anderson then took his own life.

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Advanced Training – Why Schools NEED It

SSI GUARDIAN
SETTING THE NEW STANDARD

Parents waited hours to pick up their kids (another failure)

- Confusion regarding reunification point
- Cal State University AND Cajon High School
- Many parents frustrated at miscommunication

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Advanced Training - Why Communities NEED It

SSI GUARDIAN
SETTING THE NEW STANDARD

Terror Attack 2015

On December 2, 2015, 14 people were killed and 22 others were seriously injured in a terrorist attack consisting of a mass shooting and an attempted bombing at the Inland Regional Center in San Bernardino, CA

- Unannounced monthly drills were held, some employees joked as the attackers entered the facility **"Oh we are having another drill today."**
- More than 1 year later, many victims struggle to deal with the trauma citing lack of of grieving and bereavement support

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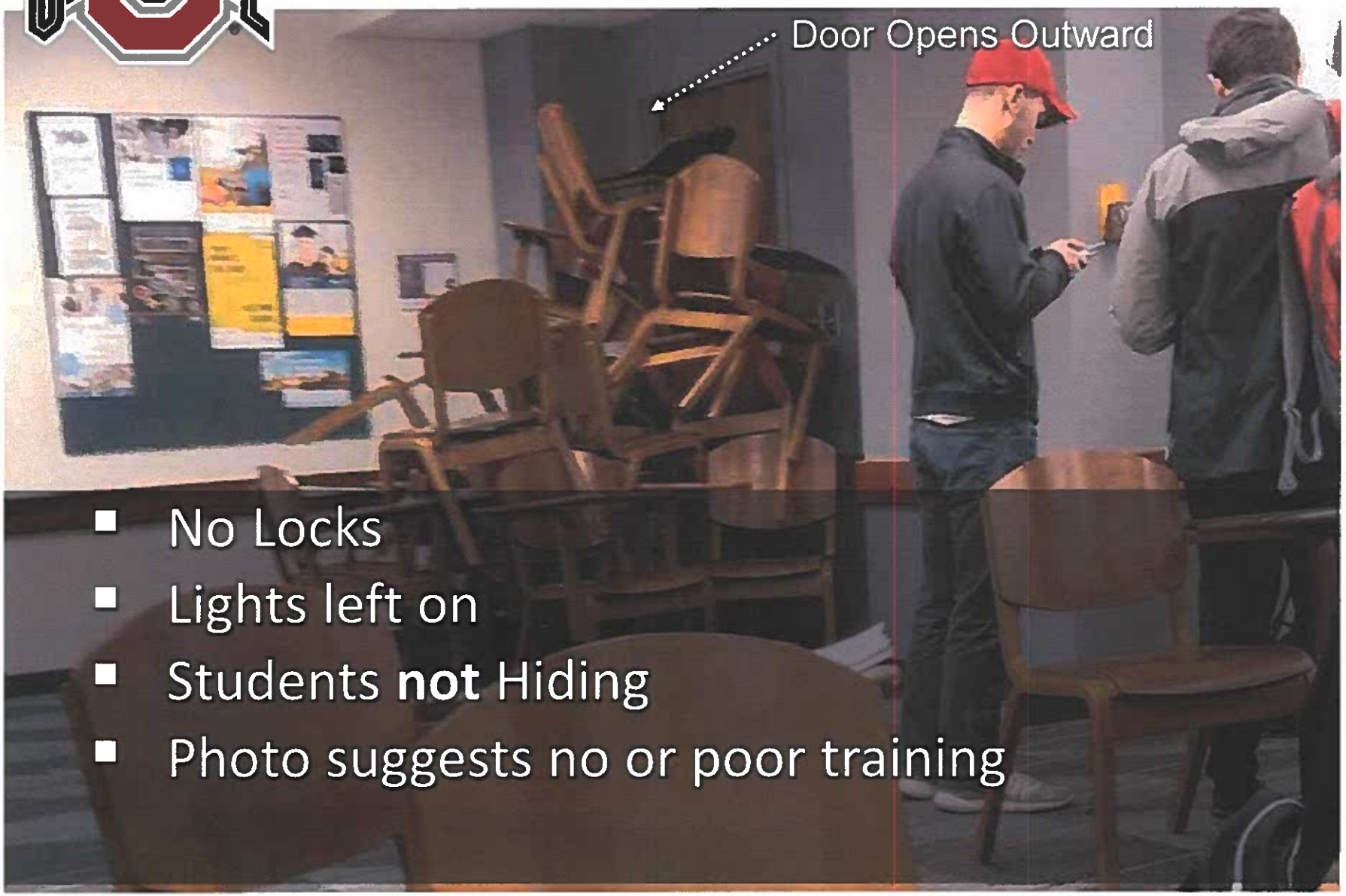
The Need For Classroom Locks



- No Locks
- Lights left on
- Students **not** Hiding
- Photo suggests no or poor training

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The Need For Classroom Locks

Carrie Rapaport
@newt_ripley

Follow

Using my belt to lock the door down. #UCLA #activeshooter

RETWEETS 657 LIKES 538

10:23 AM - 1 Jun 2016

Daph
@whydaphnewhy

Follow

#UCLA shooting. Barricaded in room in bunche. Doors open outward, no locks. Lots of helicopters and yelling outsid

RETWEETS 20 LIKES 8

11:18 AM - 1 Jun 2016

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Situational Awareness

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Survival Mindset Component

A survival mindset is a protective shield of three components

Yorio & Trapp. 2014. "The Importance of Situation Awareness in Emergency Operations Planning"

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SSI Guardian Advanced Training is tailored to meet the school's security needs and objectives

- Active Shooter
- Risk Mitigation
- Situational Awareness
- Mental & Emotional
- Psychological First Aid
- Operational Recovery
- 20 + Critical Topics

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SSI Guardian Advanced Training has set the new standard in professional development training.

- Consultative Advance
- 4 to 8 hour Live Interactive Training
- Distance Learning Module
- Tailored to Client's Needs
- Attendees Receive 1 CEU
- Ongoing Access to SSI Guardian Team

Professional Development Funding Eligible

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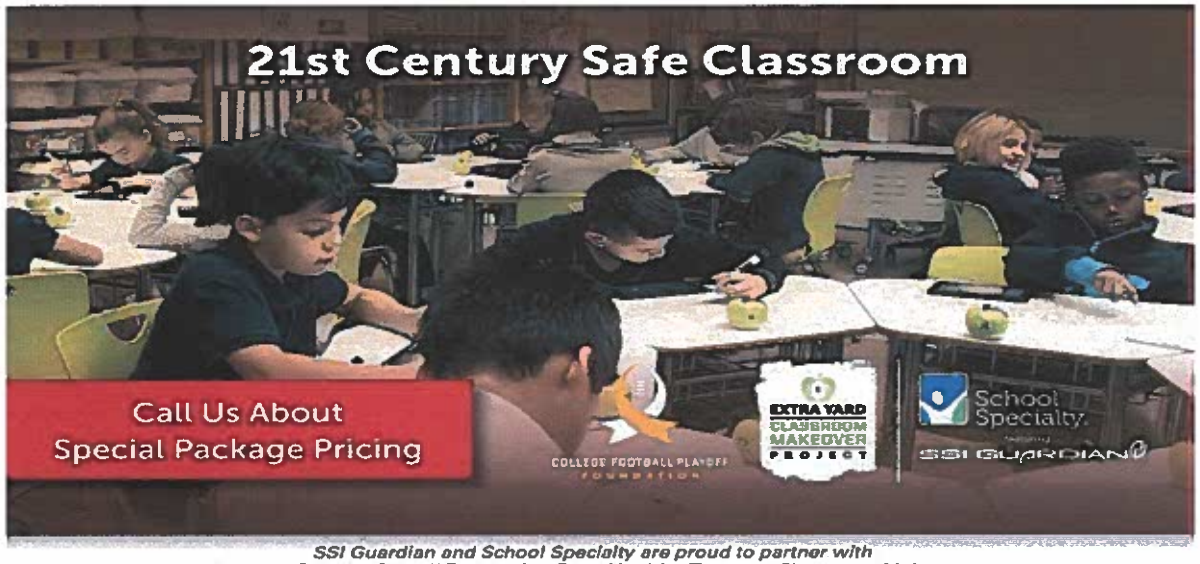
21st Century Safe Classroom

SSI GUARDIAN
SETTING THE NEW STANDARD



SSI Guardian and School Specialty are proud to partner with College Football Playoff Foundation Extra Yard for Teachers Classroom Makeover

21C Package Includes:

QAL - Quick Action Lockdown

QUICK ACTION LOCKDOWN

- Anyone in the classroom can trigger the locks.
- Instantly deadbolt doors.
- Maintains 100% code compliance.
- Superior to barricade devices.
- Compatible with existing cores and cylinders.
- Mortise and cylindrical models available.

Individual Bleeding Control Kit

STOP THE BLEED

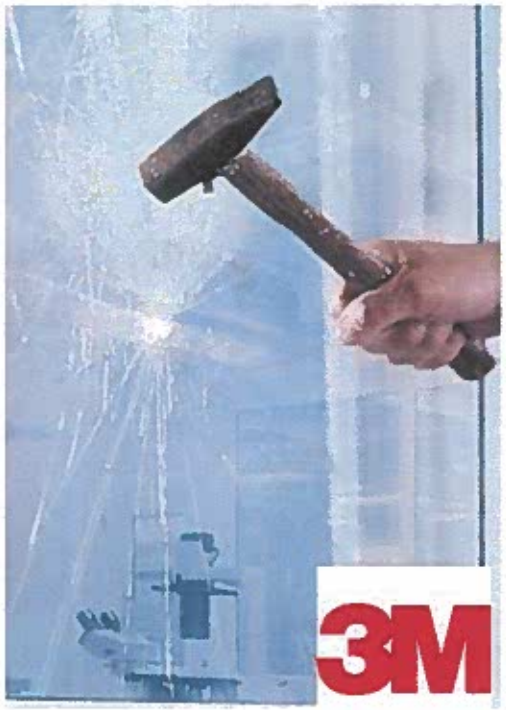
- Designed to treat penetrating trauma and major bleeding.
- Includes step-by-step illustrated "Just in Time" pictorial instructions that enable even the untrained provider to help save lives.
- Available in Basic, Intermediate and Advanced configurations.

Lockdown Shade

School Specialty.

- Unique shades instantly block glass openings on classroom door
- Lock the door with one hand and drop the shade with the other.
- Provides instant black out from the hallway view.

ssiguardian.com



ssi 21st Century Safe School

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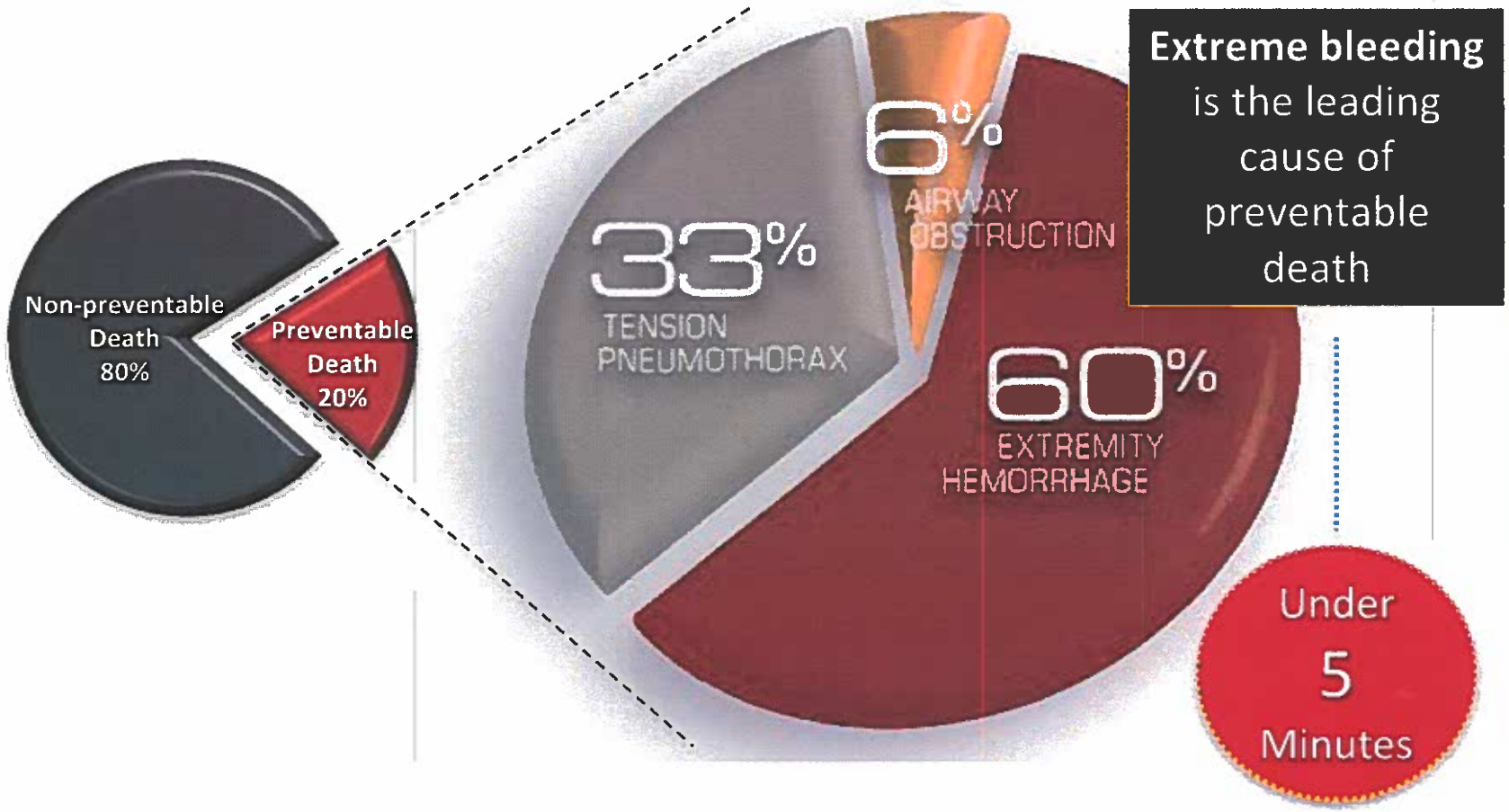
IMMEDIATE Responders Save Lives

STOP THE BLEED



Extreme bleeding is the leading cause of preventable death

Under 5 Minutes

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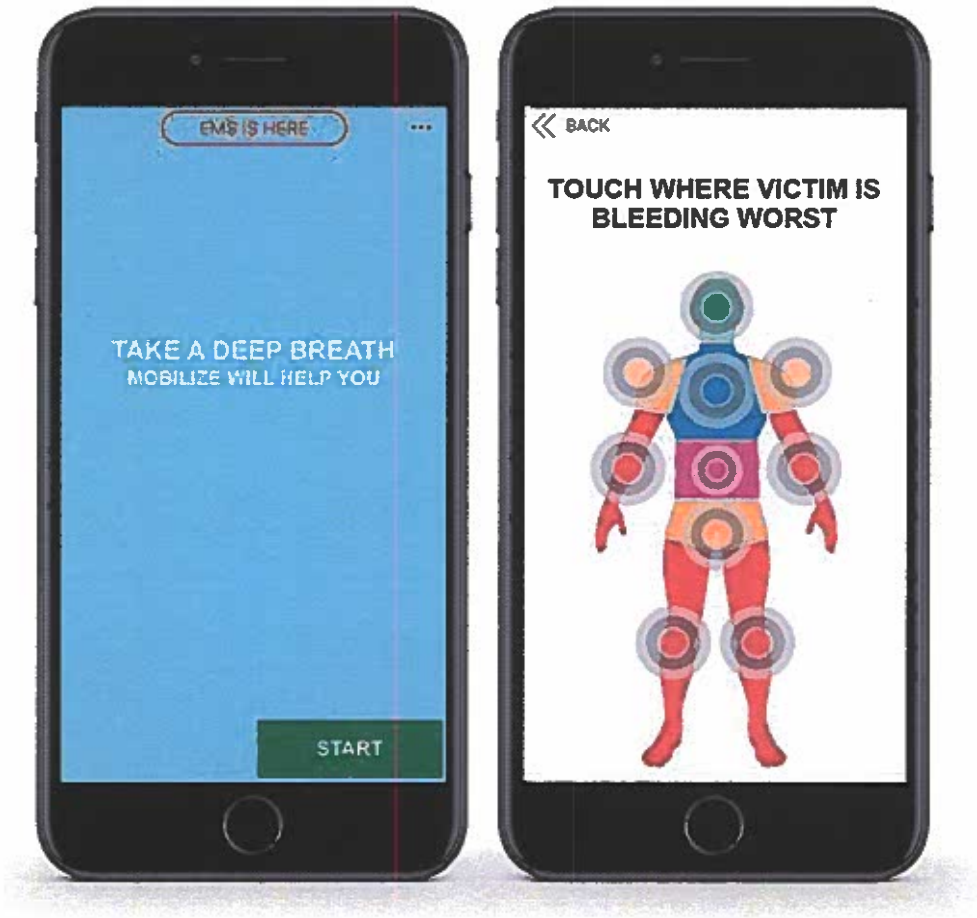
EMPOWERING **KNOWLEDGE**

The interactive app runs an assessment-based algorithm to locate the most serious problems first. The app directs the bystander to find the proper equipment and then provides step-by-step instructions on how to manage the medical emergency.



- Based on TECC, CPR, AHA, and AECP emergency care guidelines
- Prioritizes the management of the most serious conditions
- Download the app onto your mobile device once you have purchased a unit.

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STOP THE BLEED

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Seconds Count

Bystander initiated first aid can save lives

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STOP THE BLEED

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Florida teachers save boy's life after freak accident with pencil
8-year-old accidentally stabbed vital artery

WELLINGTON, Fla. (WPTV) - A student at Equestrian Trails Elementary School in Wellington, Florida nearly died last week from a freak accident.

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Bad Parctices

Washtenaw County Sheriff's Office Deputy carries an unloaded gun in a training exercise as a part of a program at the Washtenaw Intermediate School District offices.

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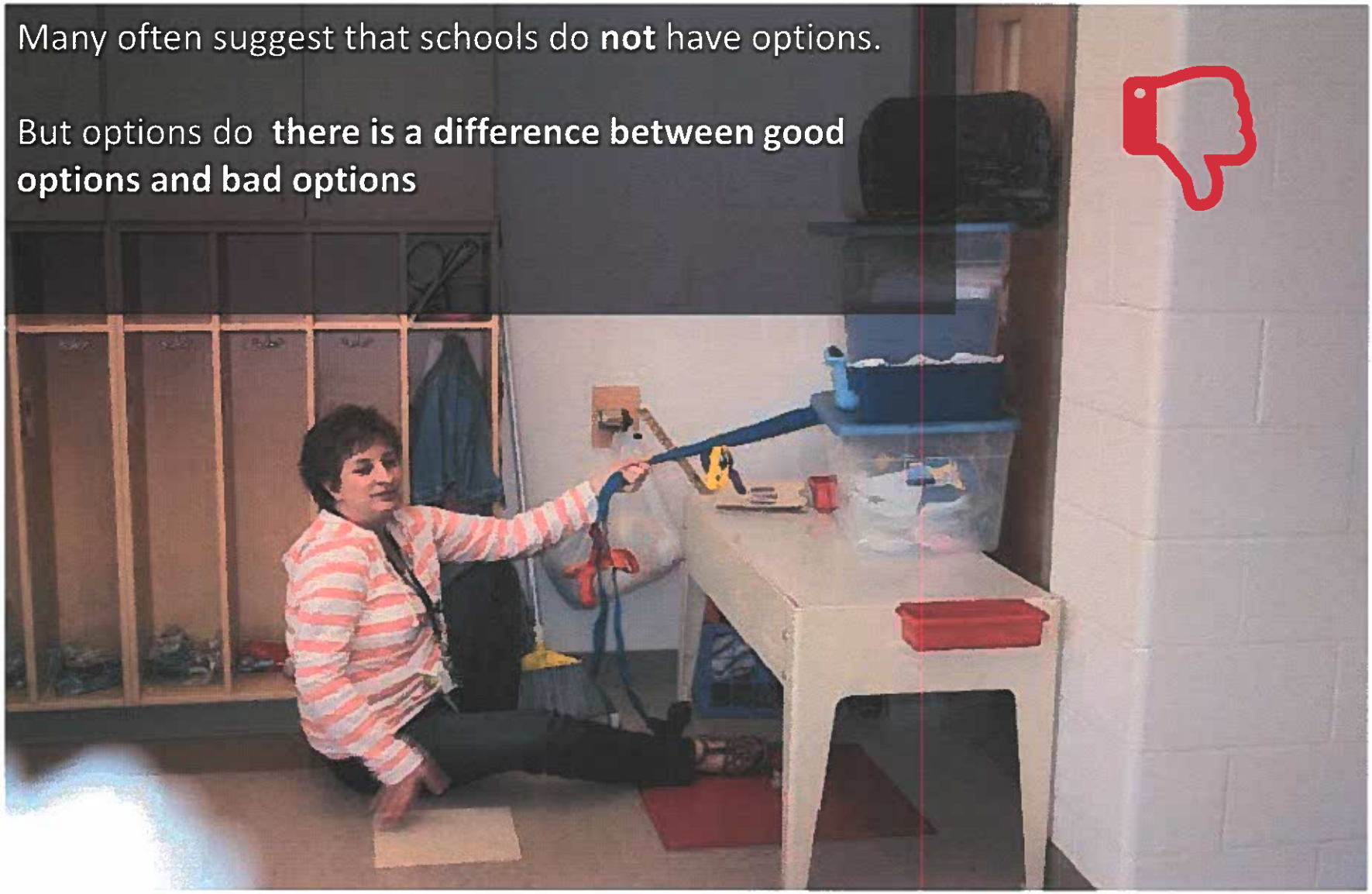
Bad Practices



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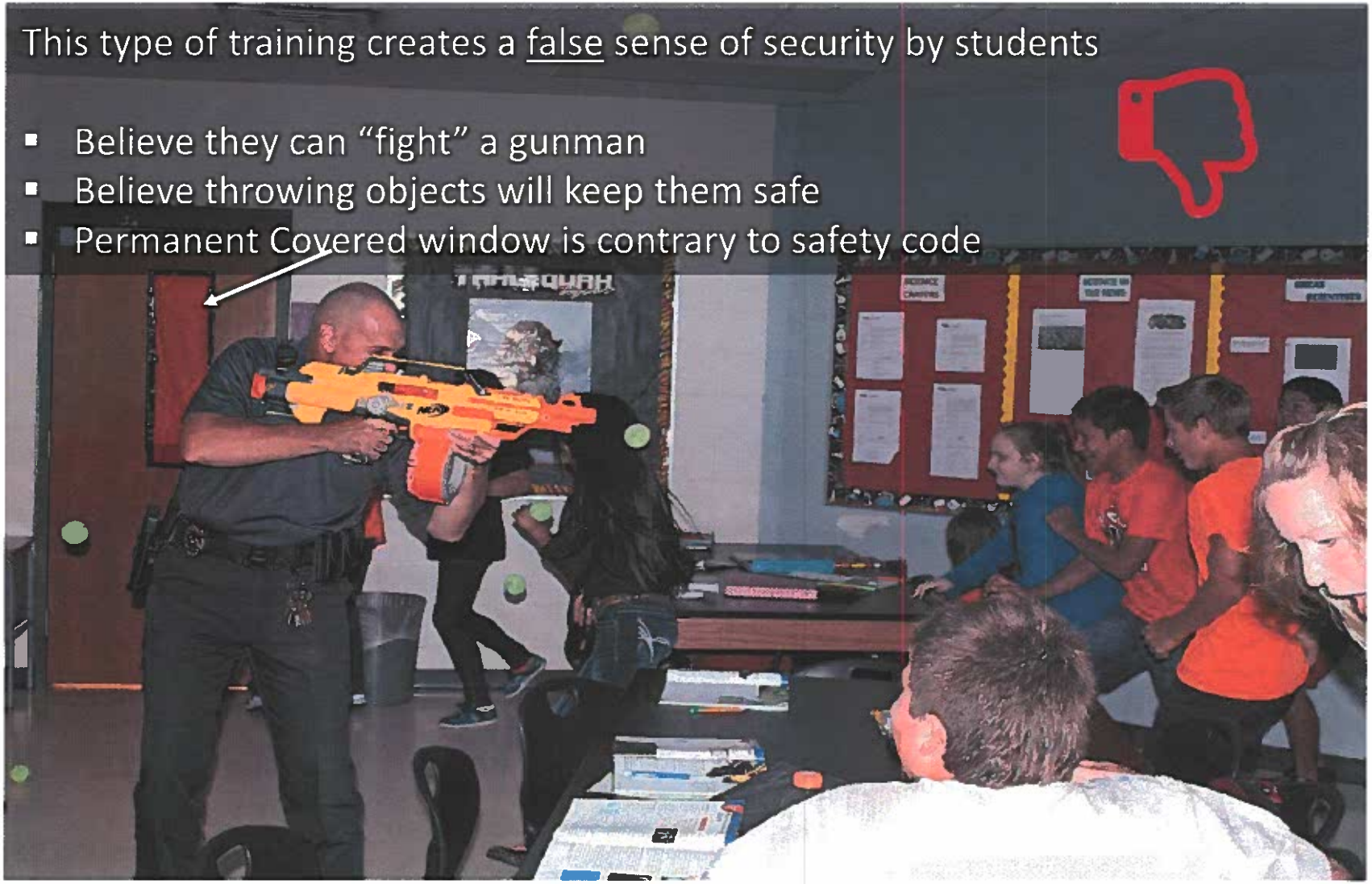
Bad Practices



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Training Myths

Many schools have been mislead when it comes to safety training and security products. This tactic places children and teachers at greater risk.

WOULD YOU TRUST YOUR CHILD'S SAFETY TO THIS TRAINING?

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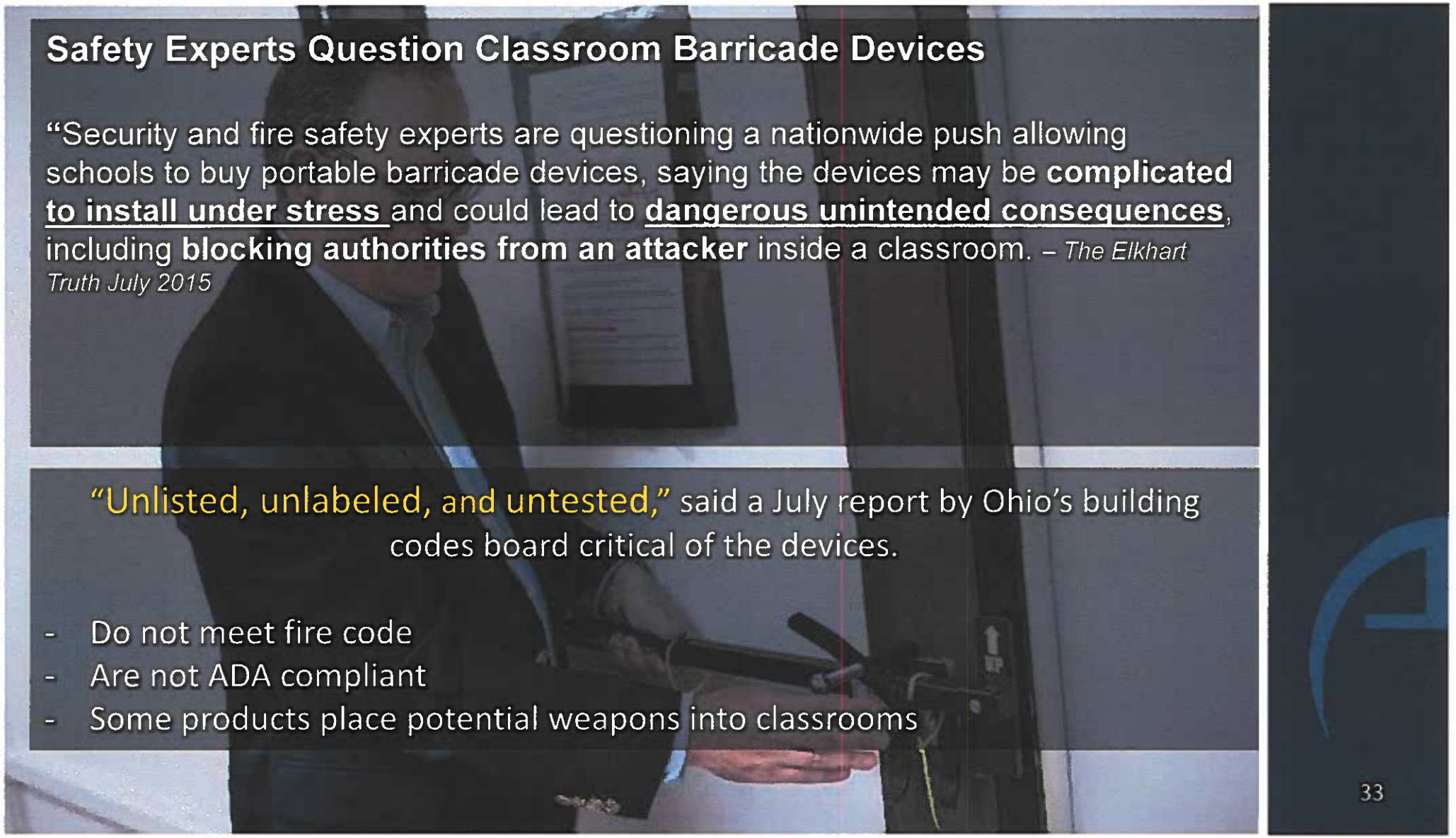
Barricade Devices - Unlisted Unlabeled Untested



Safety Experts Question Classroom Barricade Devices

"Security and fire safety experts are questioning a nationwide push allowing schools to buy portable barricade devices, saying the devices may be **complicated to install under stress** and could lead to **dangerous unintended consequences**, including **blocking authorities from an attacker** inside a classroom. – *The Elkhart Truth July 2015*

"Unlisted, unlabeled, and untested," said a July report by Ohio's building codes board critical of the devices.

- Do not meet fire code
- Are not ADA compliant
- Some products place potential weapons into classrooms

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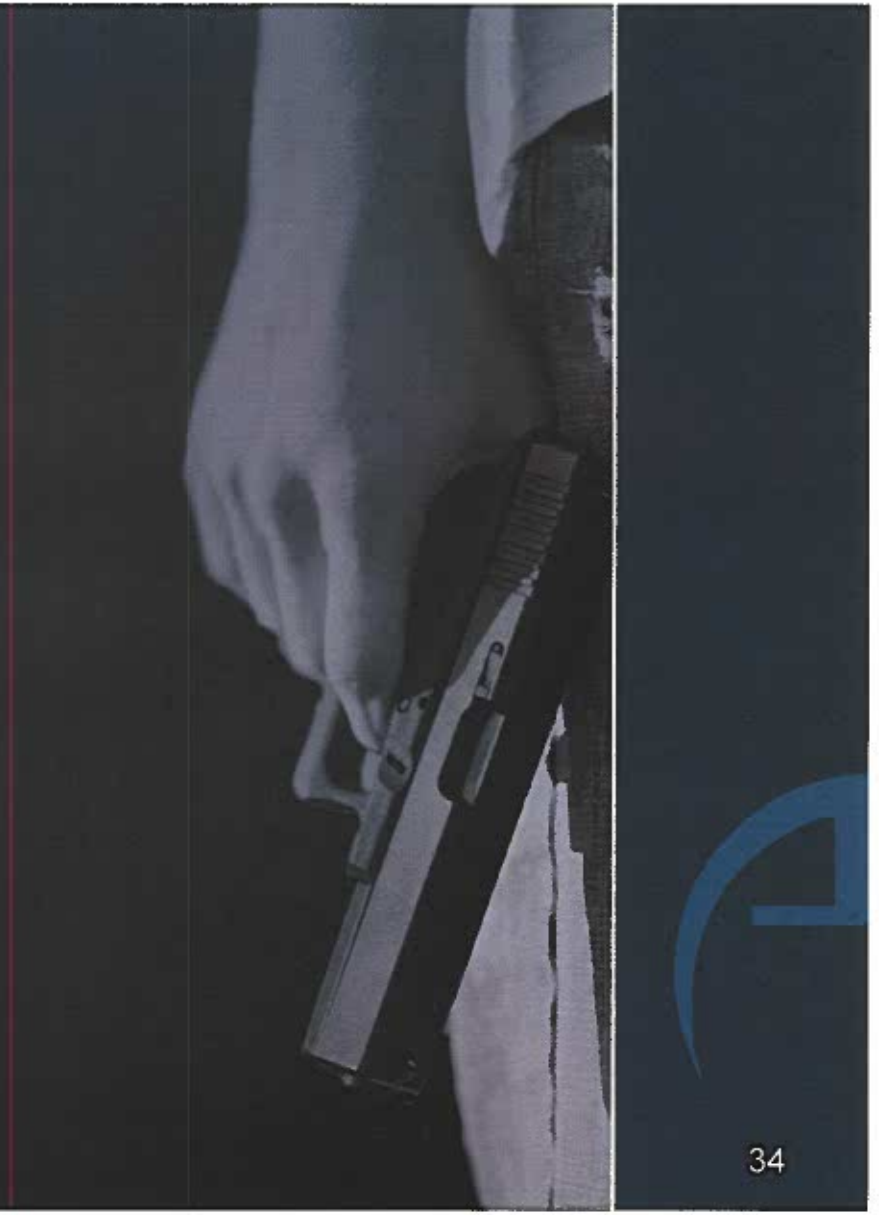
The Active Shooter Threat



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"An individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims."

- Department of Homeland Security 2008

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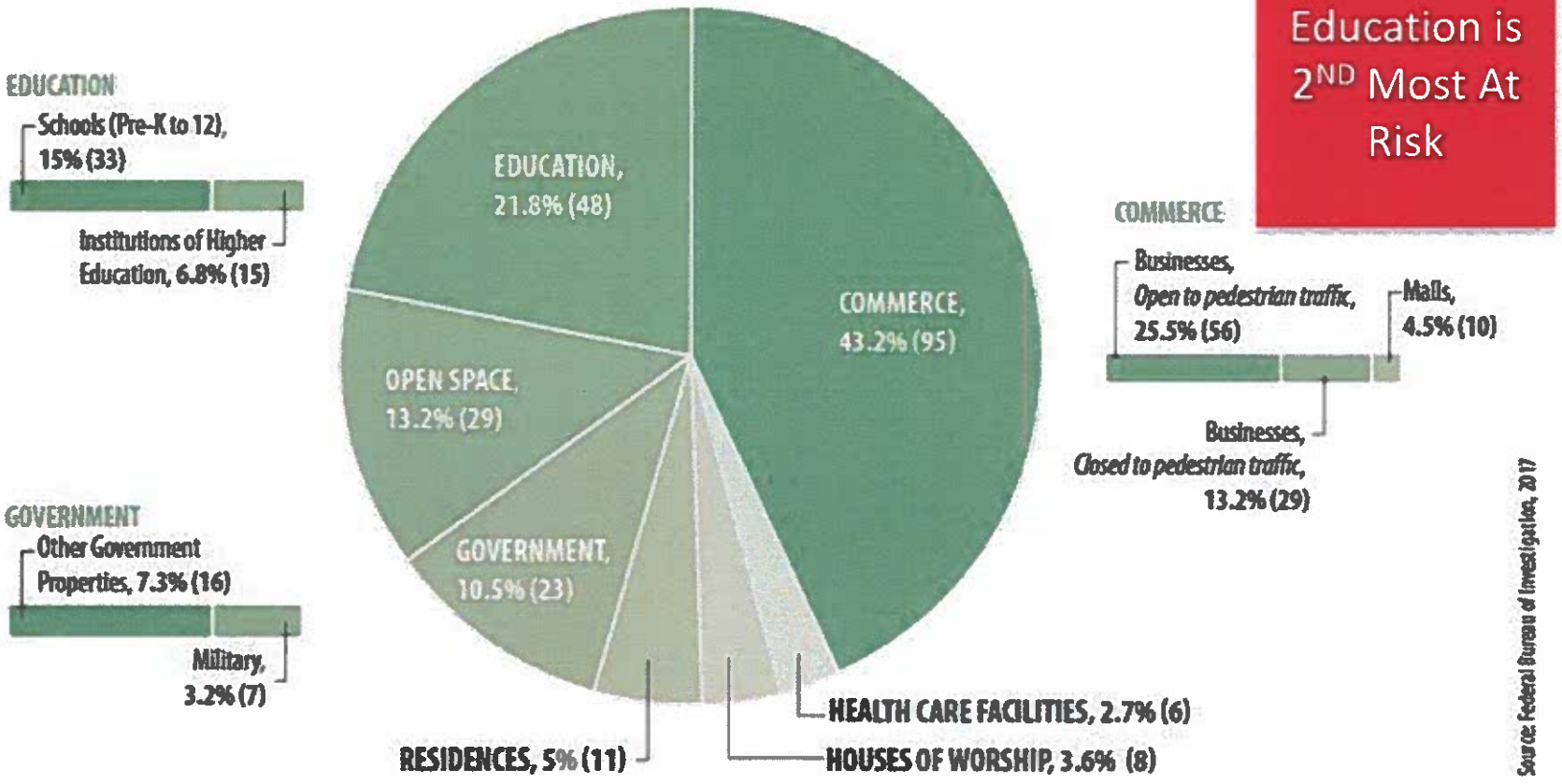
Schools Remain At Risk

Quick Look: 220 Active Shooter Incidents in the United States Between 2000 - 2016

Location Categories



Education is 2ND Most At Risk

Source: FBI, A Study of Active Shooter Incidents in the Unites States Between 2000 and 2016

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From the first shot to the last shot,
an incident lasts an average of 8 to 12 minutes.

Schweit. 2013."Addressing the Problem of the Active Shooter. *FBI Law Enforcement Bulletin.*

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An INTERNAL Threat

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95%
Shooters were current students

An Active Shooter Event is a serious threat to schools

93% of shooters exhibited behavior that caused others to be concerned

93% of attackers planned the attack ahead of time

DHS, 2008

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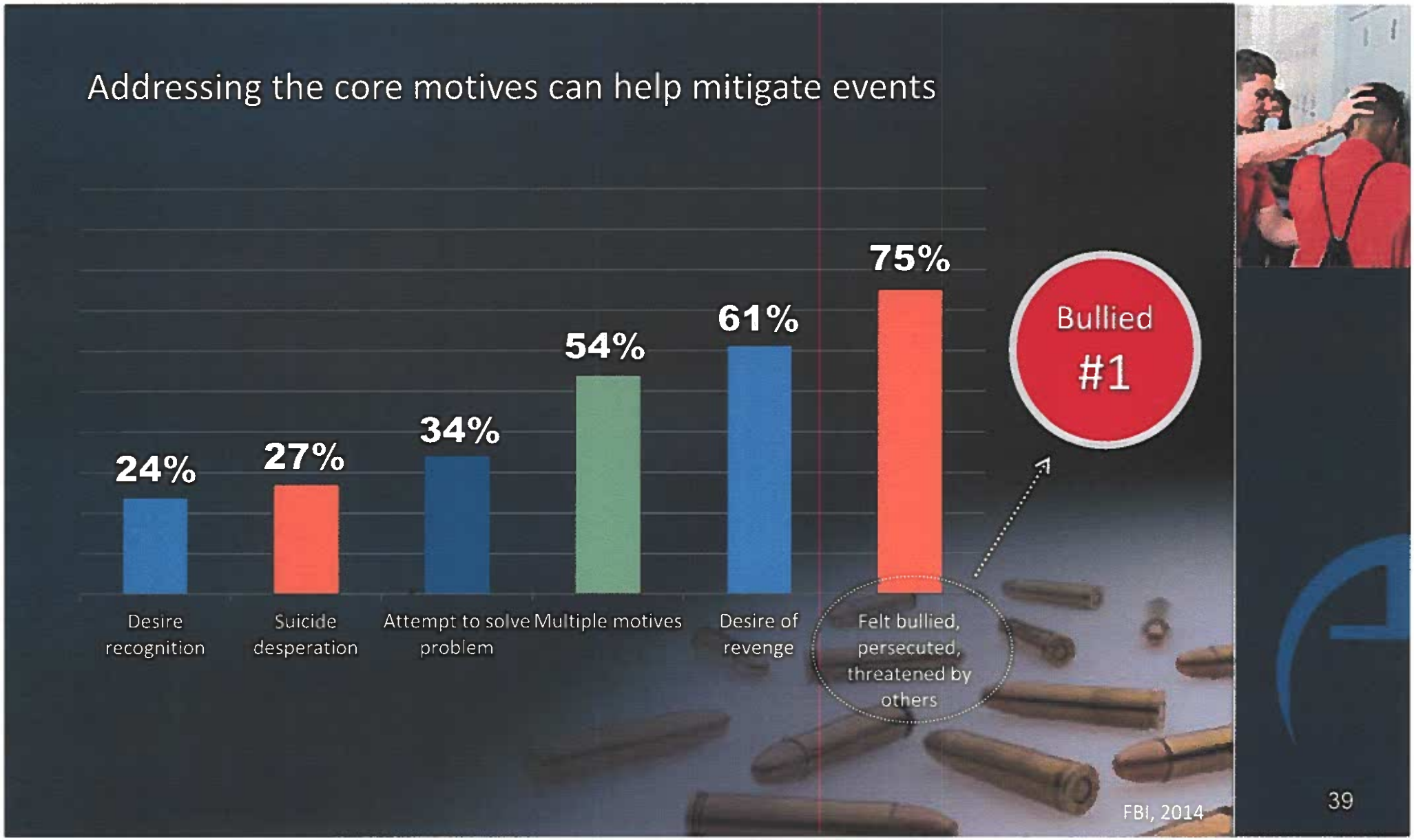
Motives of Active Shooters - Education



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Characteristics of Active Shooters

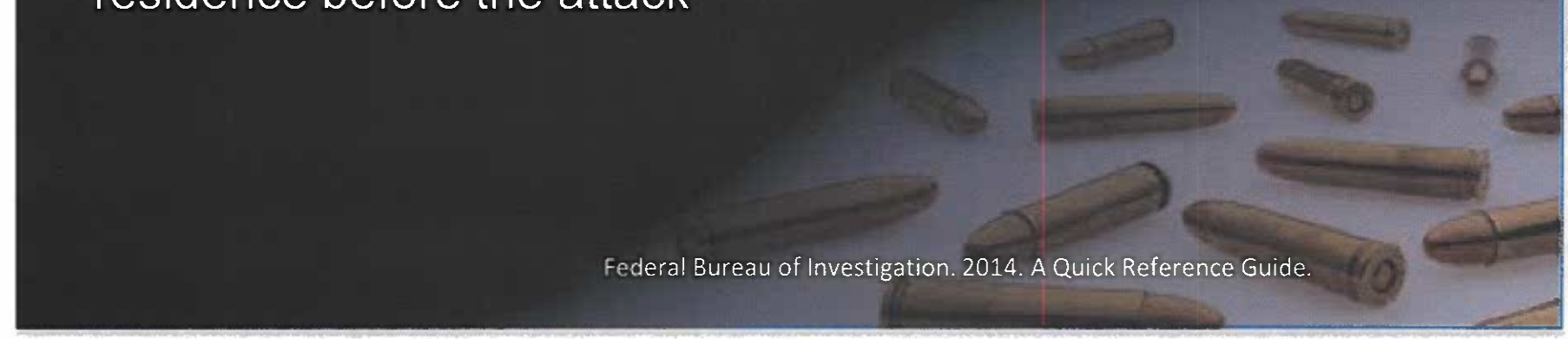
Shooter Event Statistics

98% involved a single shooter

97% the shooter was a male

43% Committed Suicide

9 times, the shooter first shot and killed a family member at a residence before the attack



Federal Bureau of Investigation. 2014. A Quick Reference Guide.

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An Ever Changing Threat

We are seeing evidence of a changing dynamic.

- Female shooters are becoming more prevalent
- Columbine involved two shooters
- Sandy Hook attacker was not a student

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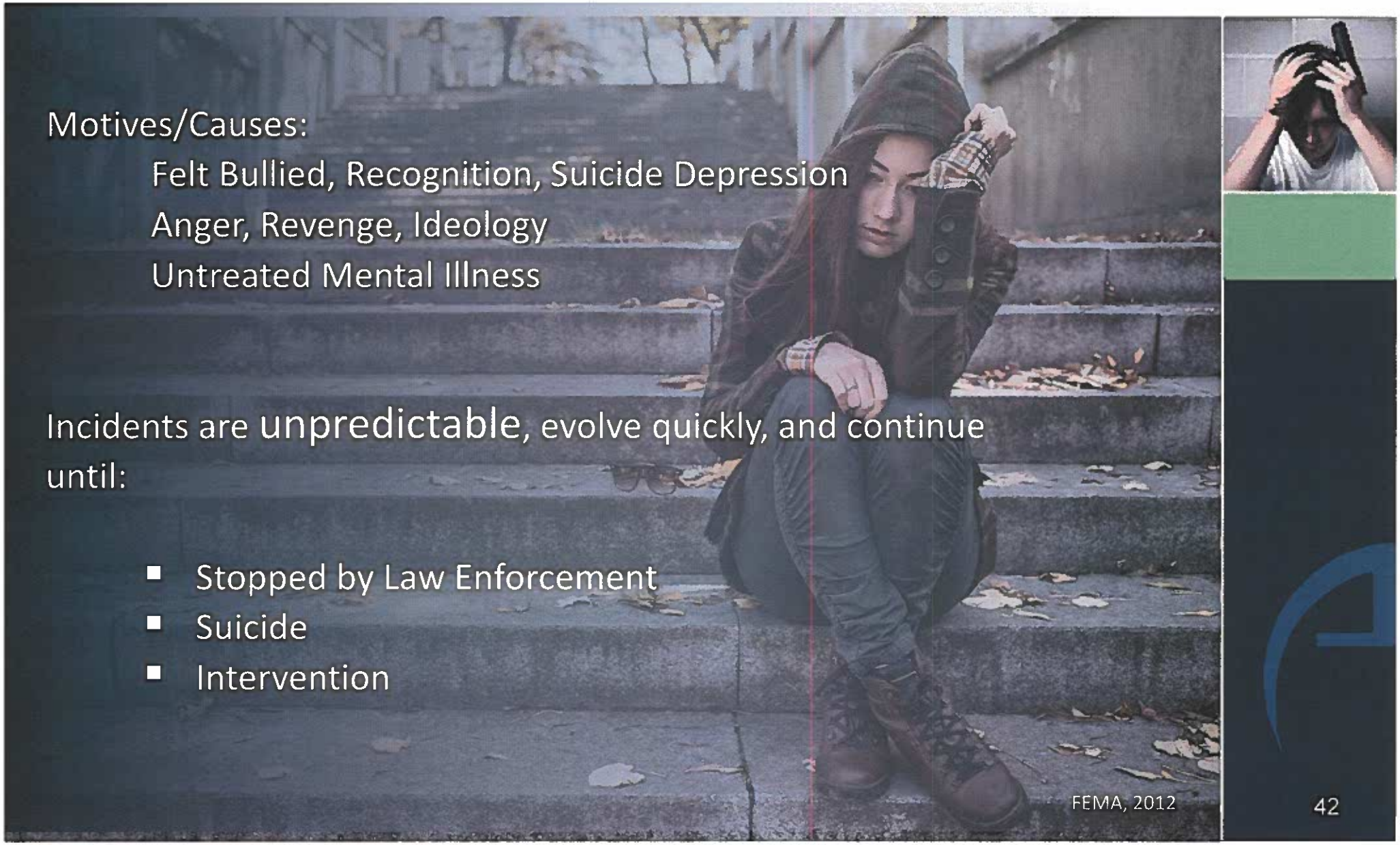
Summary of Indicators of Potential Violence



Motives/Causes:

Felt Bullied, Recognition, Suicide Depression

Anger, Revenge, Ideology

Untreated Mental Illness

Incidents are **unpredictable**, evolve quickly, and continue until:

- Stopped by Law Enforcement
- Suicide
- Intervention

FEMA, 2012

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Emergency Planning

Emergency Operations Plan:

- Identify internal & external stakeholders
- Involve senior leadership
- Provisions for special needs students and employees

COLLABORATION

"PRACTICE makes Permanent" Dr. Peggy Mitchell Clarke

U.S. Department of Education, 2013

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Special Needs Planning

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Ensure plan provides for functional needs:

- Address individuals with special needs / disabilities
- ADA compliant handicap-accessible buildings
- Limited English proficiency
- Hearing impaired

ADA 25 1990-2015
AMERICANS WITH DISABILITIES ACT

Department of Homeland Security, 2008

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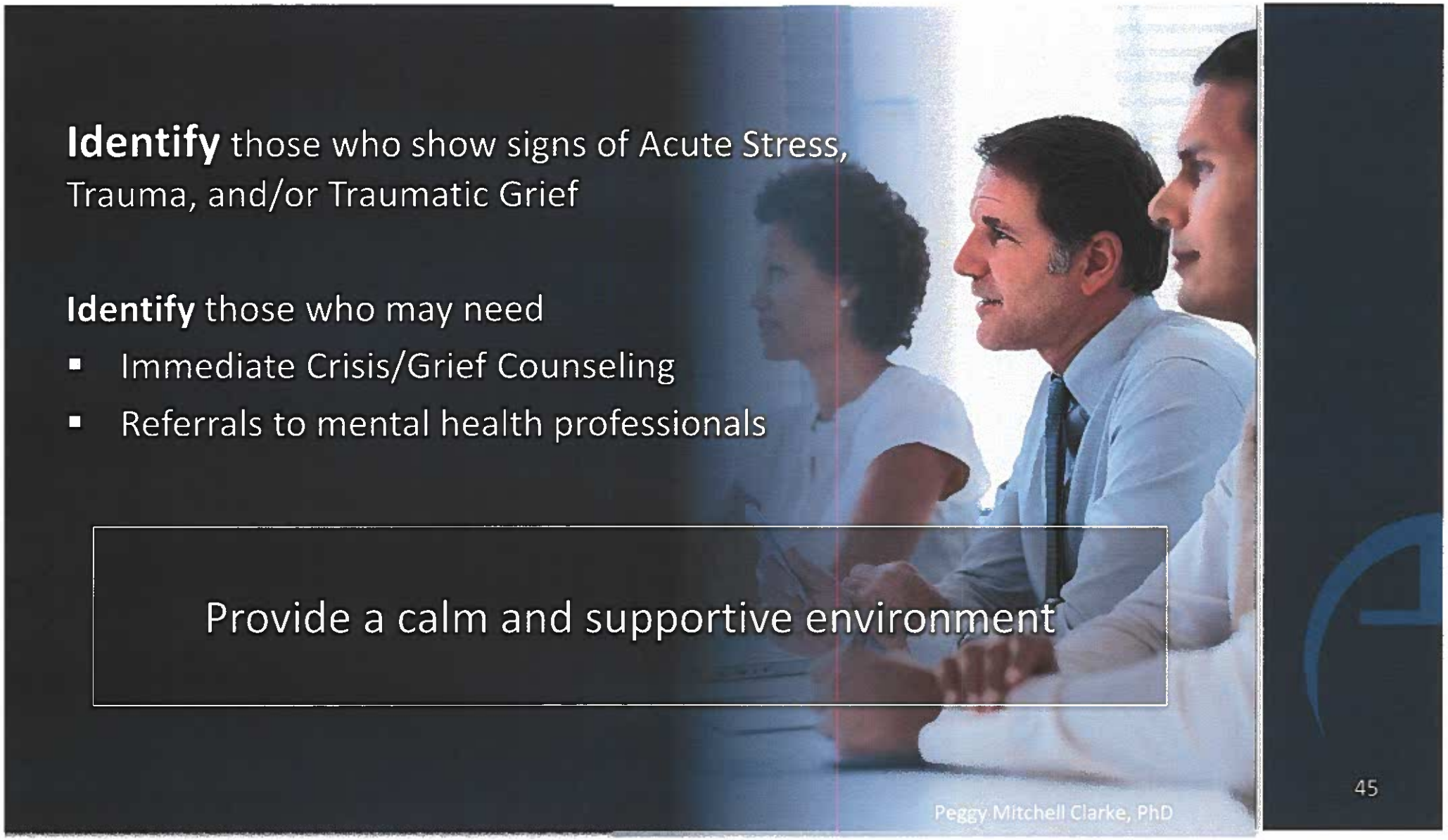
What You Can Do



Identify those who show signs of Acute Stress, Trauma, and/or Traumatic Grief

Identify those who may need

- Immediate Crisis/Grief Counseling
- Referrals to mental health professionals

Provide a calm and supportive environment

Peggy Mitchell Clarke, PhD

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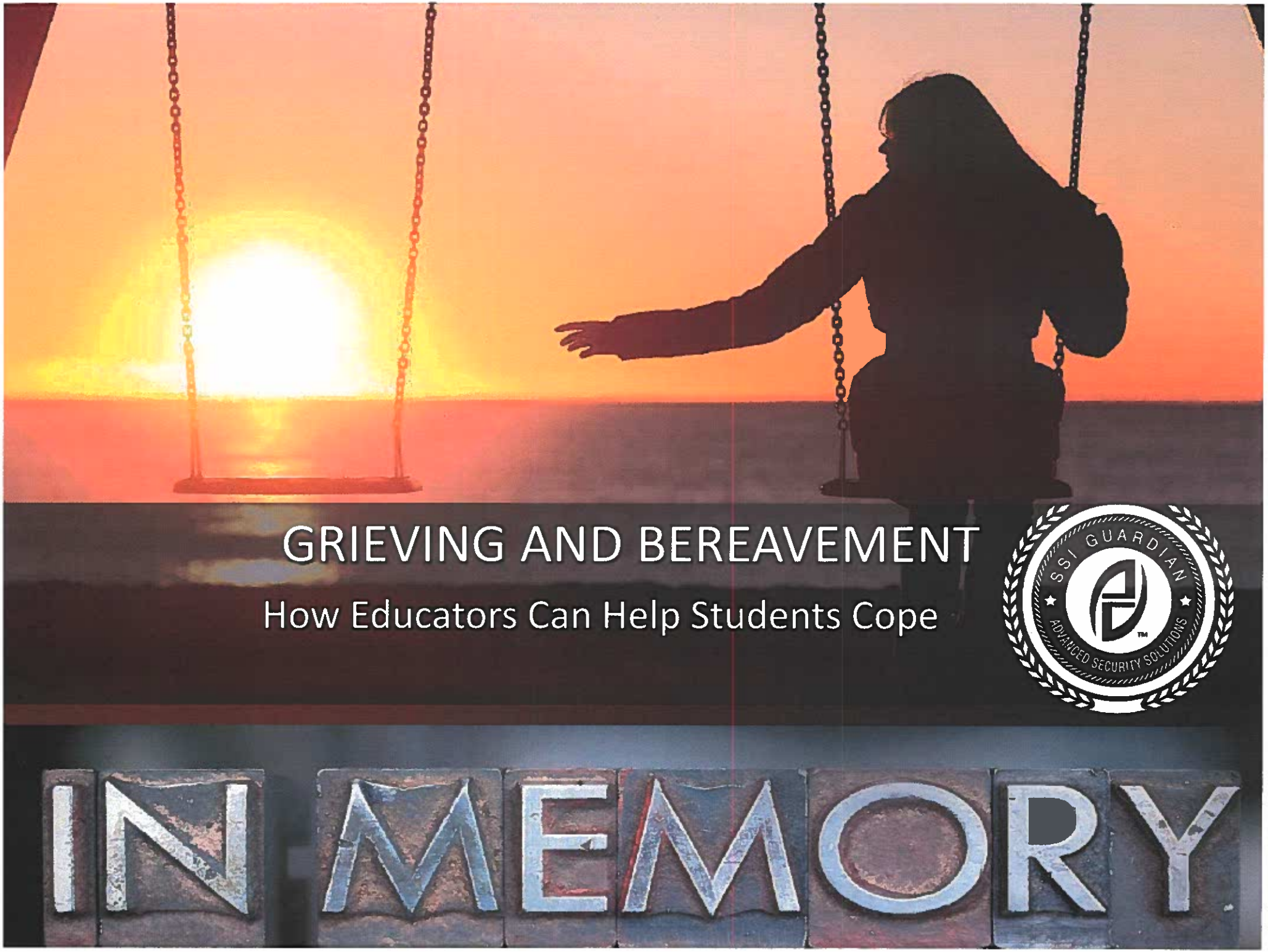
GRIEVING AND BEREAVEMENT
How Educators Can Help Students Cope
SSI GUARDIAN
ADVANCED SECURITY SOLUTIONS
IN MEMORY

Signs of Acute Stress, Trauma and Traumatic Grief

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Decreased interest or participation in activities

- Excessive jumpiness or being easily startled
- Difficulty concentrating
- Irritability or angry outbursts
- Difficulty falling or staying asleep

National Institute of Mental Health, 2007

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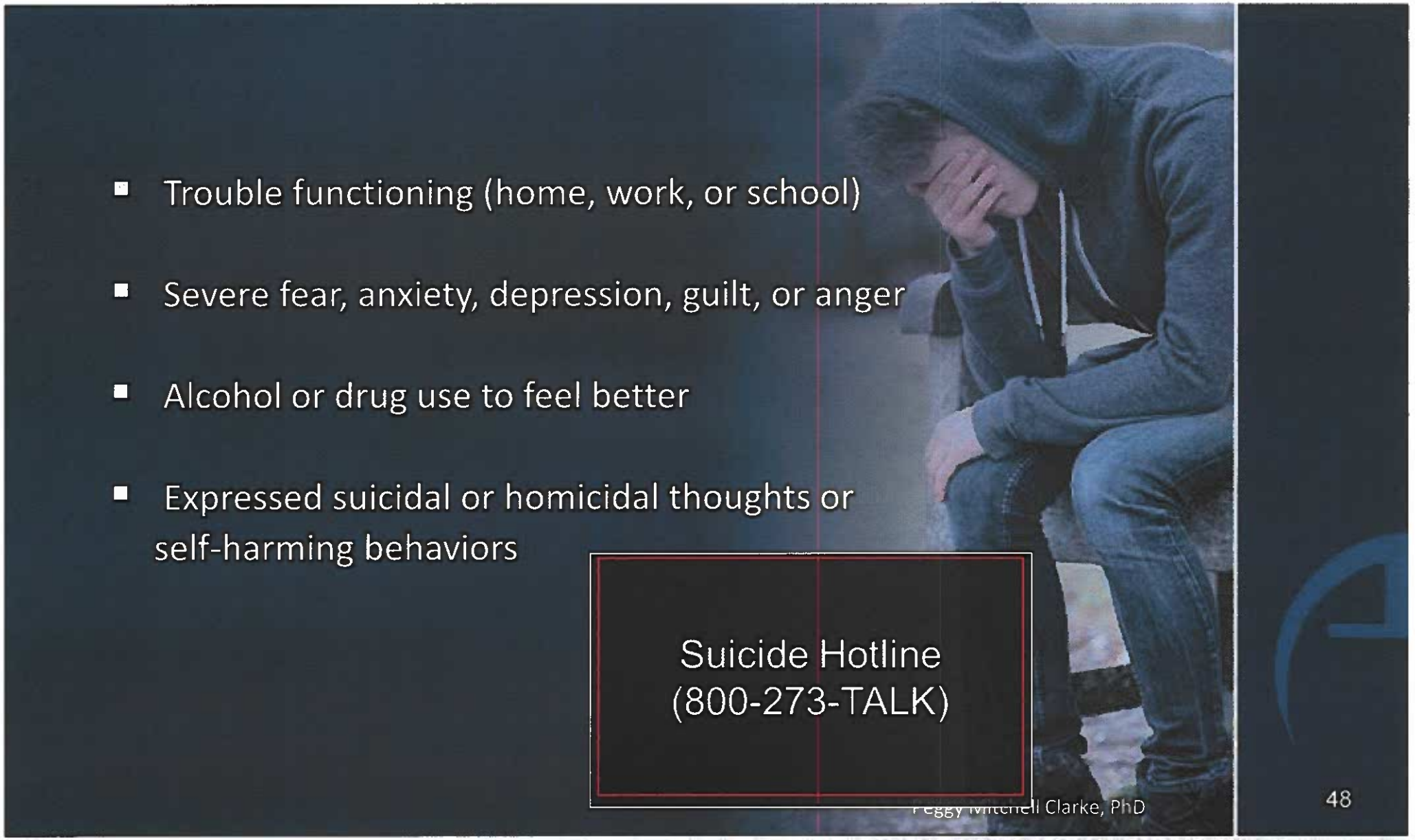
Crisis or Grief Counseling Indicated



- Trouble functioning (home, work, or school)
- Severe fear, anxiety, depression, guilt, or anger
- Alcohol or drug use to feel better
- Expressed suicidal or homicidal thoughts or self-harming behaviors

Suicide Hotline
(800-273-TALK)

Peggy Mitchell Clarke, PhD

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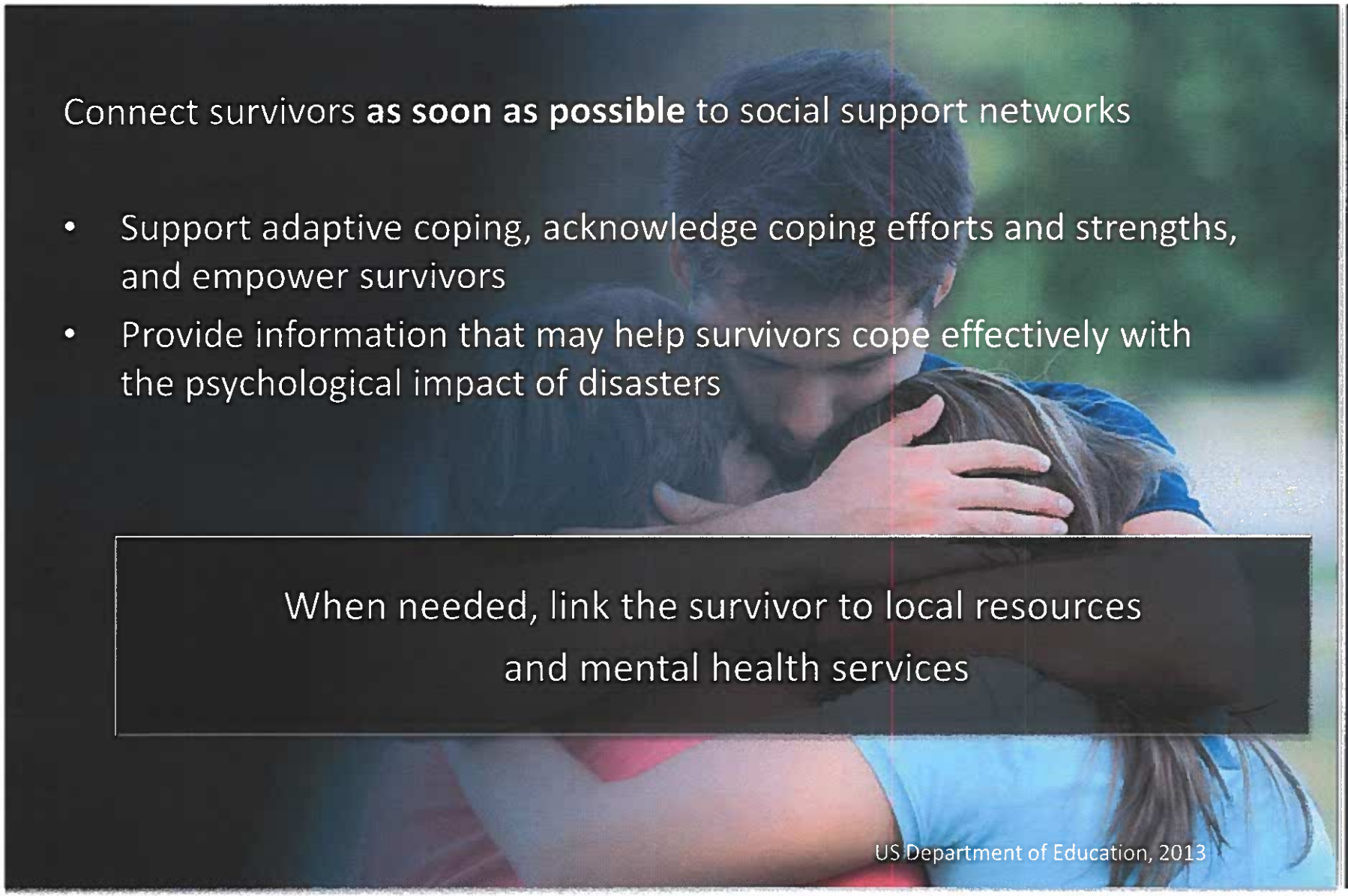
Psychological First Aid (PFA)



Connect survivors **as soon as possible** to social support networks

- Support adaptive coping, acknowledge coping efforts and strengths, and empower survivors
- Provide information that may help survivors cope effectively with the psychological impact of disasters

When needed, link the survivor to local resources and mental health services

US Department of Education, 2013

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SSI 21st Century Safe School

We recognize that a sound education cannot exist without a secure environment that fosters a passion for learning. As the industry leader providing innovative educational solutions for the past 58 years, School Specialty has created a ***21st Century Safe School.***

Our mission is to share our experience and partner with you to design and implement safe, effective, modern-learning environments, which cultivate communication, critical thinking, collaboration, creativity, and inclusion. With hands-on learning and technology we can address the emotional, social, physical, and academic health of children.

Safety is often absent in the planning of an effective learning environment. Studies show that the most effective learning happens when students and teachers feel safe. "Safe" incorporates not only the physical element, but also the mental and emotional wellbeing of every student and faculty member. By combining the proper furniture and equipment, educator-centric technology, natural cleaning agents, ADA compliant classroom locking devices, professional development training programs, health & physical education programs, and emergency response kits, we can help you provide a safe and healthy learning environment.

DID YOU KNOW...

School Specialty is literally the only company in business today that can deliver this breadth and depth of products.

- Professional Development Training
- Supplies & Equipment
- Educational Technology
- Infrastructure & Process
- Learning Environments
- Curriculum & Instruction

The most comprehensive offering of innovative products and solutions

Research and White Paper

We were selected as a contributing consultant to **National Institute of Justice/Johns Hopkins University APL** five year research project on security technology products used by K-12 schools.

SSI Guardian is your trusted source for researched based solutions. Take advantage of our published studies and consider us for your custom research needs. Our elite team of security and mental health experts are standing by.

To download our white papers, visit:
http://www.ssiguardian.com/resources/#PRM

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Hand Held Metal Detector

2004189

Introduction

- **Provides safety.** Detects hidden dangerous metal weapons including guns and knives.
- **Prevents theft.** Detects people exiting premises with hidden unpaid metal goods.
- **Preserves integrity of education** by ensuring students don't cheat during exams by sneaking in tools including calculators, cell phones and personal digital assistants (PDA's).

Features

- **Portable and convenient** to carry due to light weight.
- **Rechargeable.** Includes charger, 9V battery and rechargeable battery
- **Programmable alarm settings.** Choose from either 1) sound & light or 2) vibration & light.
- **Adjustable alarm settings.** When the low sensitivity setting is selected, the metal detector will only alarm when it finds large metal objects.
- **Lithium battery** (optional DC charging cable)

ZKAccess

Specifications

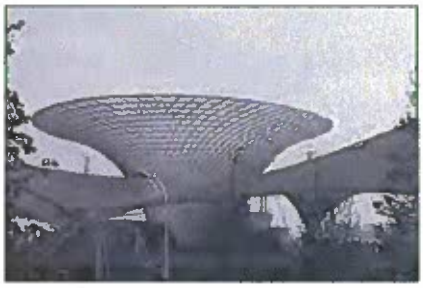
Dimension	16(L) x 3.5(W) x 2(H) inches (410(L) x 85(W) x 45(H) millimeters)
Power voltage	standard 9V battery
Operating voltage	7-9V
Operating Current	<50mA
Alarm options	Select either 1) sound & light or 2) vibration & light.
Waterproof	IP31
Alarm Sound	≥75dB(A)
Operation Frequency	40 kHz

Application

School

Government Office

Bank



Exhibition Center

Hotel

Airport

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SETTING THE NEW STANDARD

School Specialty

INTEGRATED ACCESS CONTROL

LEXI Lockdown Lever Handle Units

- Works with existing exit devices (panic bars from different manufacturers)
- Does not impede exiting
- Can remain unlocked for extended periods, providing free entry during class, lecture or as required
- Lever instantly locks upon signal
- Fail-Secure with loss of power
- Keyed entry at all times
- Lockdowns can be canceled or reset from Lockdown stations

Protect and Manage your facility with **CONFIDENCE**

SSI GUARDIAN
SETTING THE NEW STANDARD

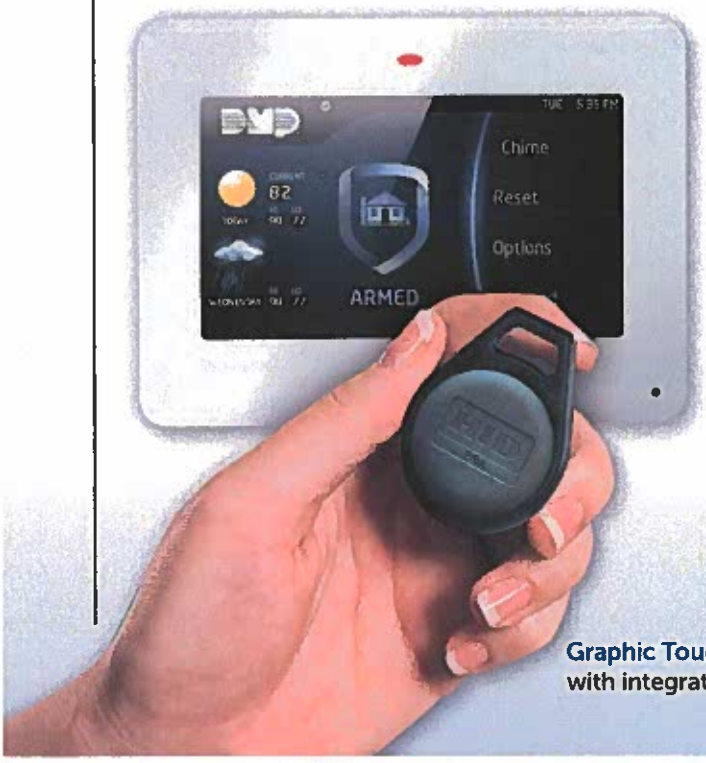
ACCESS CONTROL

includes ALARM MANAGEMENT

In the past, a sturdy lock was the most effective method available to control access to your facility. Today you have the capability to truly manage both exterior and interior access. With the appropriate panel. security devices and alarm management software in place, you can take control of who goes where and when in your facility with a **single integrated security solution**.

As a network application. **real-time changes can be made to the access rights** of any individual from anywhere with an Internet connection. Rather than worry about retrieving keys from discharged employees or re-keying locks. simply delete their access privileges. You can also remotely lock and unlock any protected door.

Adding to the benefits of an access control system is the **ability to review reports** detailing the arrival and departure of each individual. You will know which protected areas they entered. An access control system not only provides added security, but also enhances your facility management capabilities.



Graphic Touchscreen Keypad
with integrated Proximity Reader

Access Control HARDWARE

The main component in any access control system is the control panel. It communicates with and manages the various other devices installed throughout the facility. SSI systems include an "integrated" panel that also provides intrusion and fire alarm capabilities. all in a single unit.

The primary devices in an access control system are:

Electronic Hardware: Each protected door needs to be equipped with an electronic lock that can be remotely controlled.

Readers: Card readers where users swipe their cards, or proximity devices that users pass their fobs or access cards over.

Keypads: Where users can enter an access code to open a door, and system managers can modify the authority level of system users, as well as perform other programming functions.

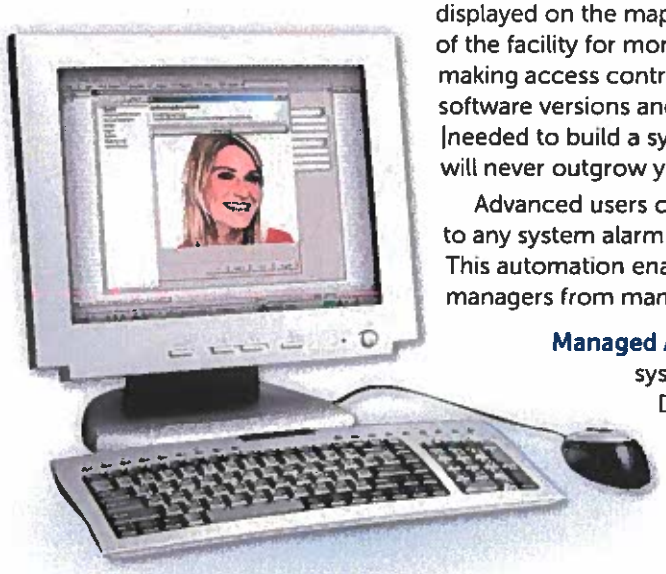
Request-to-Exit Devices: Motion sensors, buttons or crash bars used to bypass a door or release an electronic lock.

School Specialty

SOFTWARE to manage your system

The hardware is only half of your access control system. DMP also provides the access and security management software required to configure, control and maintain the system. When selecting your software, DMP gives you several options.

DMP Virtual Keypad™ App or MyVirtualKeypad.com allows users to remotely manage and monitor their system: Check system status, arm/disarm, add and manage users, Z-Wave® devices and cameras, schedules, outputs, profiles, settings and more.



DMP Entre™: Create graphical "maps" of your facility. Each system device is displayed on the map, providing at-a-glance status review. Zoom in to any part of the facility for more detail. Click on any device to check or change its status, making access control easier and more intuitive than ever before. Multiple software versions and a variety of add-on modules let you select the features |needed to build a system customized to your requirements. and ensure that you will never outgrow your system.

Advanced users can program automated system actions, including responses to any system alarm or events, customized reports, or alert distribution via email. This automation enables you to configure unattended activities, freeing system managers from many routine responsibilities.

Managed Access and Security Control Services: You can rely on your system dealer as the around-the-clock facility monitor of your DMP Access and Security system. Your security professional can provide 24/7 /365 oversight of your facility that ensures a appropriate response to alarms and quick updates to user data or system configuration. They can provide full reporting of all system activity, including information reguarding all movement in and around your facility.

An Integrated SECURITY SOLUTION

Rather than having multiple systems for access control, intrusion and fire, you can create a single, total security solution. An integrated system is less costly to install, reducing your initial investment. It provides continued savings because a single-system approach means less maintenance and reduced training for your staff.

The access and security management software provides the ability to incorporate all elements of your security system, including badging, CCTV camera control, and DVR management. The software consolidates all security management into a single unified solution.

DMP technology is designed with broad forward and backward compatibility. With ongoing upgrades and system enhancements, the system you buy today will continue to provide reliable service for many, many years.

The DMP ADVANTAGE

- **Control up to 96 doors**
- **Lock down feature locks all doors** designated as public from keypad or Remote Link®
- **Card plus PIN by Area** requires both a card read and PIN entry for arming/disarming all secure areas
- **Flexibility in scheduling:** Enhanced scheduling for areas, doors outputs and holiday schedules. 99 programmable schedules are available and can be assigned to an area, door or output. The same schedule may be assigned an unlimited number of times
  - Up to 8 schedules per profile
  - Up to 4 profiles per user
  - Up to 8 schedules per door
  - Up to 8 schedules per area
  - Up to 8 schedules per output
  - Up to 40 holiday dates

1145-1-BP Wireless Panic Key Fob
with integrated access credential

The 1- and 2-button wireless key fobs provide the ability to arm/disarm security systems or transmit a panic command. The built-in proximity credentials add the ability to arm/disarm and interact with access control proximity readers.

All 1145 Series Key Fob transmitters are portable, water resistant, and designed to be clipped to a keychain or lanyard. The LED visual display acknowledges when a button is pressed, providing confirmation with a unique color-coded response.

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LEXI Lockdown™

Exit Device Lockdown Solutions from the leaders in instant classroom locking

Instantly secure multi-door rooms like:

- Lecture Halls
- Cafeterias
- Auditoriums

LEXI Lockdown™ provides the solution to instantly secure doors with exit devices at the press of a button without approaching the door.

Time is everything when a lockdown is needed. LEXI Lockdown answers this need and allows existing exit devices to remain in place.

LEXI Lockdown is designed for entrances, auditoriums, lecture halls, small or large classrooms where there is a single or multiple doors in need of instant locking in the event of an emergency situation. These doors are typically unlocked for extended periods to provide free entry into the room during lectures or classes, or entrances which may be open during arrival or dismissal times.

Depressing the Lockdown button instantly locks all the doors in a room or array or system, eliminating the need to go to each door individually, which can be impractical and dangerous.

LEXI Lockdown has absolutely no impact on exiting. Free exiting is maintained at all times.

- Lockdown stations allow anyone in the room to lock all doors simultaneously from any station
- LEXI trim can retrofit to existing exit devices, saving money and honoring all life safety exiting and entry codes
- Does not affect every day normal operation of the door

Lockdown Stations

- Lockdown stations allow anyone in the room to lock all doors simultaneously from any station.
- LEXI trim can retrofit to existing exit devices, saving money and honoring all life safety exiting and entry codes.
- Does not affect every day normal operation of the door
- Wall-mounted and desktop stations available
- Multiple stations can be used in the same room
- Remote and pendant Lockdown also available

LEXI Lockdown Lever Handle Units

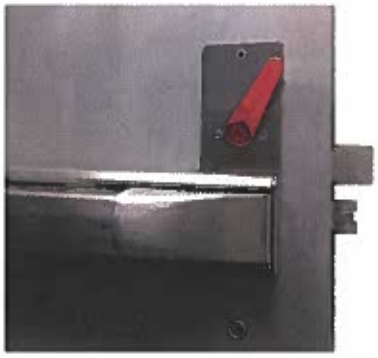
- Works with existing exit devices (panic bars from different manufacturers)
- Does not impede exiting
- Can remain unlocked for extended periods, providing free entry during class, lecture or as required
- Lever instantly locks upon signal
  - Fail-Secure with loss of power
  - Keyed entry at all times
- Lockdowns can be canceled or reset from Lockdown stations

Controller/Power Supply

- Integrates with LEXI trim and lockdown stations
- Requires 110vAC
- Available in 4 door or 8 door units

Power Transfer

- Brings power from frame onto door
- LED indicator model for use with deadbolt exit devices



Deadbolt Exit Device

- Requires door with mortise lock opening
- Provides deadbolt protection when locked
- Includes red lockdown activator
- All LEXI Lockdown lever handle unit features

How to build a LEXI Lockdown system:

A Determine number of doors and select controller

B Determine quantity and type of release stations
NOTE: Multiple stations are generally required

C Review existing exit devices and determine Lockdown Trim or if new exit devices with trim should be provided
NOTE: Order one per door

D Select appropriate power transfer

Section	Item	SKU	Description
A	Controller/Power Supply for up to 4 doors	1589701	4 Door Lockdown Controller and Power Supply, Metal Enclosure
B	Lockdown Station, single gang box mounted	1585905	Emergency Lockdown Station
	Wall mounting enclosure for Lockdown Station	1585906	Surface mount enclosure for ELDS
	Lockdown Station, desk mounted	1589697	Desk Mounted Emergency Lockdown Station
C	LEXI Lockdown Trim – for use with VD99	1585903	Exit Device Control Trim for Von Duprin 99 Series Handing – LHR
	LEXI Lockdown Trim – for use with VD99	1585902	Exit Device Control Trim for Von Duprin 99 Series Handing – RHR
	LEXI Lockdown Trim – for use with rim devices	1589700	LEXI Exit Device Control Trim, Fail Secure, Stainless Steel, Hvy Dty
	LEXI Lockdown Trim – for use with rim devices	1589699	LEXI Exit Device Control Trim, Fail Secure, Stainless Steel, Hvy Dty
	LEXI Lockdown Mortise Deadbolt exit device	1589698	Mortise Exit Device with integrated deadbolt and Lockdown Function
	LEXI Lockdown Mortise Deadbolt exit device	1590056	Mortise Exit Device with integrated deadbolt and Lockdown Function
D	Standard power transfer	1585900	Door Loop 18"
	Power transfer for use with new mortise exit device	1589696	18" Power Transfer Cord & LED Enclosure

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A subsidiary of School Specialty, Inc.
W6316 Design Drive, Greenville, WI 54942 USA
Tel: 877.878.5800

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SSI GUARDIAN
SETTING THE NEW STANDARD

School Specialty

Ready Op™

powered by Collabria

ReadyOp provides government agencies, schools, hospitals, first responders, companies and unified commands with multiple communication capabilities and options in a single, secure website. ReadyOp is designed to support daily operations, special event planning, incident management and emergency response and recovery:

- Planning and Preparation
- Response, Mitigation and Recovery
- Out-brief, Evaluation and After Action Report

ReadyOp is simple to learn and very easy to use. ReadyOp is a web-based application so no new hardware or software is required for access and use.

For more information and custom pricing call 877.878.5800.

Incident Command

Clearly defined tasks and contact structures to ensure orderly and efficient dissemination of information through the chain of command.

Visual management dashboard

Easily locate, assign tasks and communicate with individuals and groups in a single agency or multiple organizations. All through our easily to use visual dashboard display.

Continuity & Resiliency

Our SaaS provides unparalleled continuity and resiliency, ensuring availability when you need it.

No software to install, always on

Connect from anywhere in the world with nothing more than your web browser or smartphone.

Discover Real Interoperability

Raise the bar for interoperable communications. Our breakthrough cloud platform provides true real time interoperability.

Connect disparate systems

Bridge the gap by connecting Smartphones, Laptops, Desktops and Land Mobile Radio systems together

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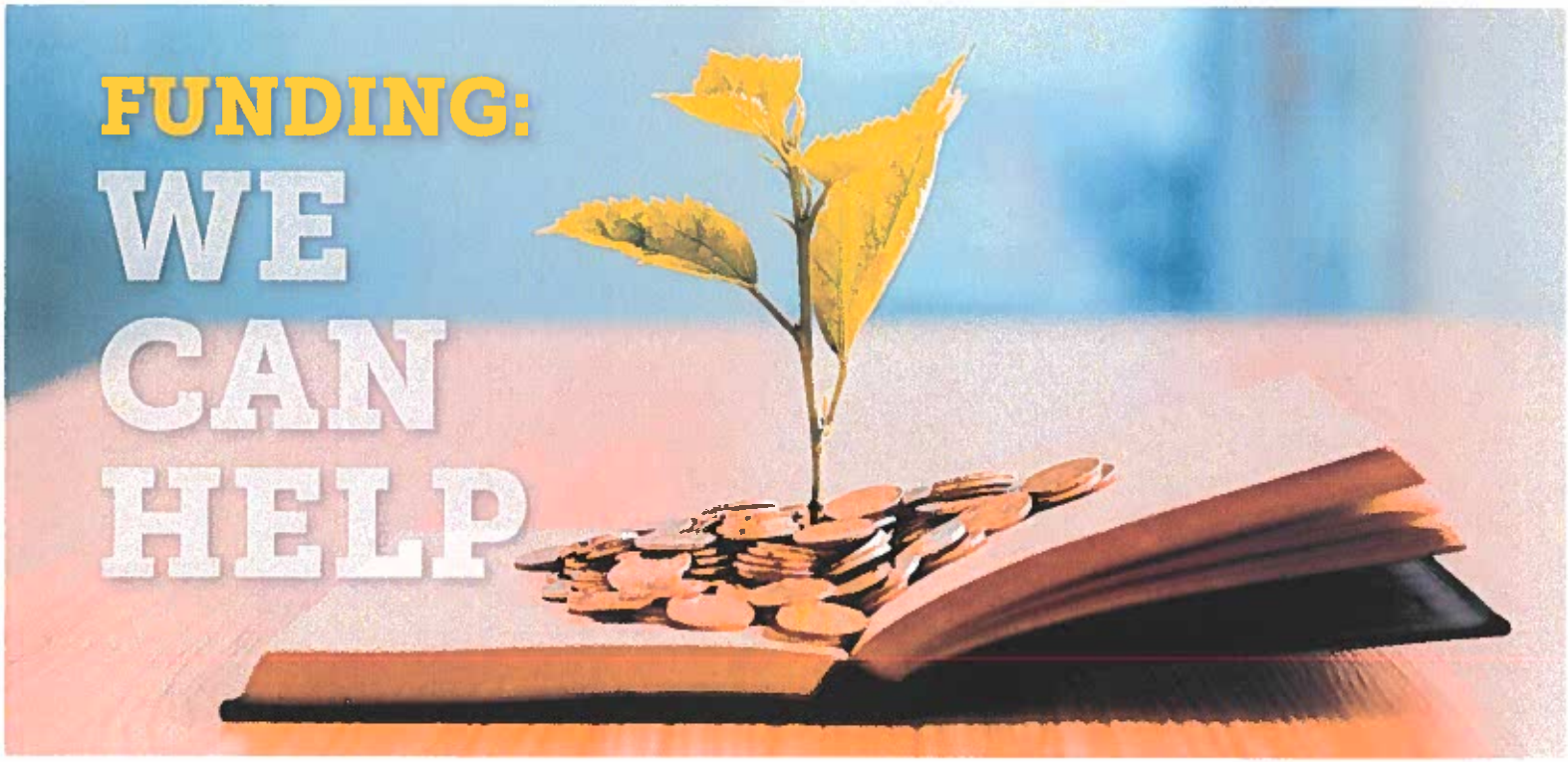

Finding funding for school projects and instructional focus can be a long and tricky process. *"Did I fill out the right forms?" "Do I have the right resources?" "Can someone explain the process?"* are all questions going through your mind when all you're really trying to do is provide the best learning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

SSI 21st Century Safe School

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

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

Imagine what we'll do together.

In a confusing grant landscape, School Specialty can help.

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

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

Maggie Savage Funding Coordination Manager (517) 275-0877

FUNDING for EDUCATION

Resources to support educators and school programs!

GENERAL GRANTS

Donors Choose
Provides for specific project requests from teachers in U.S. public schools. They have funded over 400,000 classroom projects providing more than 11 million children with books, technology, supplies, etc.
https://www.donorschoose.org/

Go Fund Me
The largest social fundraising platform with over $5 billion raised through a community of more than 50 million donors.
https://www.gofundme.com/

Go Get Funding
Support your effort to raise money for a broad segment of products and services that support school initiatives, events, projects and more. This site is recommended in support of your general fundraising efforts.
https://gogetfunding.com/

ARTS GRANTS

State Art Associations: The National Art Education Association is the leading professional membership organization exclusively for visual arts educators. You can find a link to your state art association here: https://www.arteducators.org/community/state-associations – your state site frequently includes links to grants targeted to your region.

The Charles Lafitte Foundation
The Charles Lafitte Foundation (CLF) supports innovative and effective ways of helping people help themselves and others around them to achieve healthy, satisfying and enriched lives. Diverse in scope, CLF supports four primary causes: education, children's advocacy, medical research & initiatives, and the arts.
https://charleslafitte.org/grants/

McCarthey Dressman Education Foundation
Academic Enrichment Grants designed to develop classroom and extracurricular programs that improve student learning and nurture the intellectual, artistic, and creative abilities of children from low-income households. Eligible applicants include schools or nonprofit organizations, have direct and regular contact with low-income students in PreK- 12. *Application available online January 15-April 15 each year.
http://www.mccartheydressman.org/academic.html

National Art Education Foundation
• Teacher Incentive Grants are given to projects that promote the teaching of art. Eligible projects may address instructional process, curriculum, student learning, student assessment, classroom behavior, management, discipline, or other practices relating to instructional interaction and the achievement of student learning. *Updated Grant Booklet posted on August 15 and deadline is October 1 each year.
https://www.arteducators.org/opportunities/national-art-education-foundation

• SHIP Grants are awarded to art educators seeking art equipment or instructional curriculum resources to support student learning specifically related to the National Visual Arts Standards. Grants are available to National Art Education Association (NAEA) members. *Updated Grant Booklet posted on August 15 and deadline is October 1 each year. https://www.arteducators.org/opportunities/national-art-education-foundation

EARLY CHILDHOOD GRANTS

Caplan Foundation for Early Childhood
The Caplan Foundation for Early Childhood is intended to be an incubator of promising research and development projects that may ultimately enhance the development, health, safety, education or quality of life of children from

infancy through seven years of age across the country. *The Foundation has three grant cycles each year. http://earlychildhoodfoundation.org/

HEALTHY COMMUNITY GRANTS

Action for Healthy Kids & Parents for Healthy Kids
Provides grants for physical activity and nutrition initiatives. Grants are for $500 or $1,000, Schools where greater than 50% of students are eligible for free/reduced-price meals may receive priority, but all schools are encouraged to apply. Also offers a grant effort aimed at families -- *Parents for Healthy Kids grants*. These grants are for parents or parent groups to implement physical activity and nutrition initiatives. *Grants offered at least once a year (around the first quarter); twice (around August) if funds are still available after the first cycle. http://www.actionforhealthykids.org/game-on

ALDI Smart Kids Program
Funding and gift cards to organizations that promote kids being active and healthy. Driven by a passion for making a positive impact in our communities, support is provided through education, arts, athletics or any other program that inspires children to be active and healthy. *Applications accepted February1-December 15 each year. https://corporate.aldi.us/en/corporate-responsibility/aldi-smart-kids/

The Chef Ann Foundation & Healthy Skoop
Project Produce: Fruit and Veggie Grants for Schools provide $2,500 grants that will help schools increase kids' access to fresh fruits and veggies and nutrition education. Proposed projects must be planned with the intention of offering activities to all students in the school building. *Has one grant cycle (around the second quarter) each year. http://www.chefannfoundation.org/programs-and-grants/project-produce

Clif Bar Family Foundation
Clif Bar Family Foundation Small Grants are awarded for general organizational support as well as funding for specific projects. Priority is given to applicants that address our funding priorities: Protect Earth's beauty and bounty; Create a robust, healthy food system; Increase opportunities for outdoor activity; and Reduce environmental health hazards. *The Foundation has three grant cycles each year. http://clifbarfamilyfoundation.org/Grants-Programs/Small-Grants

Coca-Cola Foundation
Coca-Cola Foundation's community investment priorities reflect the global and local nature of their business and focuses on those global pillars where The Coca-Cola Company can make a unique and sustainable difference: women, water and community well-being. https://www.coca-colacompany.com/stories/community-requests-guidelines-application

Gannett Foundation
The Gannet Foundation's community action grant priorities include education and neighborhood improvement, economic development, youth development, community problem-solving, assistance to disadvantaged people, environmental conservation and cultural enrichment. *The Foundation has two grant cycles each year and deadlines are in February and August. https://www.gannettfoundation.org/guidelines.htm

Halliburton Foundation
The Halliburton Foundation makes direct donations to U.S.-based elementary and secondary schools. At its discretion, the Foundation board of trustees also provides a limited number of grants to health and health-related charities. *Although proposals are accepted throughout the calendar year, requests must be submitted online by September 30 of the previous year. http://www.halliburton.com/en-US/about-us/community/halliburton-foundation/default.page?node-id=hgeyxt9a

PARENT AND FAMILIES

The Harry and Jeanette Weinberg Foundation

FUNDING for EDUCATION

Resources to support educators and school programs!

Supports organizations that serve lower-income individuals and assists vulnerable and at-risk populations. Program areas include workforce development, basic human needs and health, disabilities, education, and general community support. Program support includes general operating, program, and capital projects. General operating and program grants are exclusively focused on areas including Greater Chicago.
http://hjweinbergfoundation.org/grants/

Kars4Kids Programs
Supporting programs that provide Jewish children and families with support, resources and guidance to develop children into productive members of the community. http://www.kars4kidsprograms.org/programs

Robert & Toni Bader Charitable Foundation
Foundation is interested in Judaism, education, scientific research and development, and community outreach. Within education, the foundation is particularly interested in children and adult, music, art, cultural, and Jewish education. Within the community outreach area, the foundation supports literacy, workforce development, and food for the hungry. *Applications are accepted through September 30 each year.
http://www.rtbaderfoundation.org/process/

WaysToHelp.org Community Service
Open to high school students no older than 19 years for grants to fund their community service ideas across any one of 16 issue areas in four categories: The Environment: global warming, clean water, land preservation, and recycling; Democracy and Equality: education and development, gender equality, homelessness and poverty, and financial well-being; Health: HIV/AIDS, cancer/smoking, organ and blood donation, and general fitness; Community Issues: drug/alcohol abuse, crime prevention, animal welfare, and senior care. Applicants should summarize in 5,000 characters or less how the project will involve others, who it will help, what effect it is expected to have, when it will start, and how the funds will be used. http://waystohelp.org/grants.php

The Wish You Well Foundation
Supporting family literacy in the United States by fostering and promoting the development and expansion of new and existing literacy and educational programs." Past grantees include book drives, one-on-one tutorial programs, and parental support programs. Most requests range from $200-$10,000.
https://www.wishyouwellfoundation.org/apply-for-funding/

PLAYGROUND GRANTS

LOWE'S
The Toolbox for Education grant program is open to public/charter K-12 school or non-profit parent group associated with that public/charter K-12 school. Parent groups that are applying (PTO, PTA, etc.) *Organization has two grant cycles each year. http://toolboxforeducation.com/hta

PROFESSIONAL DEVELOPMENT GRANTS

The Braitmayer Foundation
The Braitmayer Foundation is interested in proposals utilizing innovative practices in K-12 education throughout the United States. Two areas of particular interest are: Curricular and school reform initiatives; and Preparation of and professional development opportunities for teachers, particularly those which encourage people of high ability and diverse background to enter and remain in K-12 teaching. *Applications should be submitted online between February 1 and March 15. http://www.braitmayerfoundation.org/guidelines/

The Louis Calder Foundation
Grants seek to support kindergarten through grade 12 charter and parochial schools, charter management organizations, and nonprofit organizations. Funding consideration is given to educational programs in four main areas: development of new charter and independent faith-based kindergarten through grade 12 schools; expansion of existing, high-performing charter management organizations and schools; teacher and leadership development; and school capital projects. http://www.louiscalderfoundation.org/grant-applicants/guidelines

FUNDING for EDUCATION

Resources to support educators and school programs!

SAFETY

Walmart – Community Grants
Eight areas of funding, include: hunger /healthy eating, health and human services, quality of life, education, community development, diversity and public safety. For details see Environmental sustainability: Preventing waste, increasing recycling or supporting other programs that work to improve the environment in the United States. *Application should be submitted online between February 1 and December 31.
http://giving.walmart.com/walmart-foundation/community-grant-program

STEM GRANTS

3M Foundation
3Mgives improves lives and builds sustainable communities through social investments and thoughtful engagement of 3Mers worldwide. 3Mgives supports initiatives that have a real impact in communities and that provide solutions to some of the world's most pressing challenges. The three focus areas of 3Mgives are Education, Community and Environment. *Grant cycle timelines vary depending on grant focus.
https://www.3m.com/3M/en_US/gives-us/?utm_medium=redirect&utm_source=vanity-url&utm_campaign=www.3mgiving.com

American Honda Foundation
The American Honda Foundation engages in grant making and supports youth education with a specific focus on the STEM (science, technology, engineering and mathematics) subjects in addition to the environment. *The Foundation has three grant cycles each year; two are for organizations that have not previously received funding in the last 10 years, one if for organizations that have. https://www.honda.com/community/applying-for-a-grant

Toshiba America Foundation
Toshiba America Foundation accepts applications from teachers who are passionate about making science and mathematics more engaging for their students. *Grant requests of less than $5,000 can be submitted anytime; grant requests that exceed $5,000 are accepted between May 1 and November 1.
http://www.toshiba.com/taf/612.jsp

Voya Unsung Heroes
Are you an educator with a class project that is short on funding but long on potential? Do you know a teacher looking for grant dollars? Voya Unsung Heroes could help turn great ideas into reality for students. We encourage you to apply for the Voya Unsung Heroes program today. *The application deadline is April 30 each year.
http://corporate.voya.com/corporate-responsibility/community-investment/childrens-education/voya-unsung-heroes

National IPA furniture value-add

Manufacturer	$0 - $10,000	$10,001+
Alumni	38%	45%
Aurora Storage	34%	37%
Balt/ Mooreco	32%	39%
Best Rite/Mooreco	36%	43%
Bird in Hand/Childcraft	66%	71%
Bretford Basics	36%	42%
Bretford Store & Charge	10%	15%
Brodart	43%	46%
Califone	33%	40%
Ceia	5%	5%
Classroom Select	66%	71%
Copernicus- not including iRover	27%	35%
Diversified Woodcrafts	49%	54%
Dukane	36%	43%
Eurotech	38%	45%
Fire King	38%	45%
Fleetwood	19%	27%
Fomcore	42%	48%
Global	34%	41%
Global- Offices to Go line	42%	48%
Haskell	35%	42%
Horizon Seating	33%	41%
High Point	43%	48%
IFC	35%	42%
Interior Concepts	39%	46%
Ironwood	41%	44%
ISI	35%	42%
KFI Seating	46%	52%
Kidsfit	5%	6%

Manufacturer	$0 - $10,000	$10,001+
Lafayette Interior Fashions	28%	36%
Markant	35%	42%
Marvel- Zapf, MW, Mailroom	40%	46%
Marvel- Pronto	55%	61%
Marvel- Vizion	19%	27%
Media Technologies	37%	44%
MiEN Co.	35%	42%
National Public Seating	35%	42%
OFM	51%	57%
Oklahoma Sound	35%	41%
Palmer Hamilton	33%	36%
Palmer Hamilton- Hive	25%	28%
Palmer Hamilton- Nomad	33%	36%
Paragon Furniture	31%	38%
Perpetual	39%	46%
Projects by Design**	Value added service- No charge	
Republic Storage (KC Bin)	35%	42%
Royal Seating	66%	71%
Safco	39%	45%
Sandusky Lee	27%	35%
School Specialty F&E Catalog	12%	12%
Sico- mobile tables, Xpress stages	20%	27%
Sico- all other stages, accessories	27%	35%
Smith System	19%	27%
TenJam	31%	38%
Tesco	22%	30%
USA Capitol	42%	48%
Vanerum/Mooreco	27%	35%
WB Manufacturing	59%	64%
ZK Teco	30%	30%

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. Additonal 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 per job basis by the local Account Manager. These charges will not exceed 15% of the order (25% on prevailing wage jobs), with a minimum charge of $250 per order, per location. Installation for customers in Territories and Outlying areas will not exceed 30% of order total.

School Specialty.

NATIONALIPA
EXPERIENCED • FOCUSED • TRUSTED

2019 Contract #19-05
Rebate Tier Schedule

School Specialty

Tier Level	Sales From:	Sales To:	Rebate %
-	$ 0.00	$49,999	0%
Tier 1	$50,000	$249,999	2%
Tier 2	$250,000	$499,999	3%
Tier 3	$500,000	$+++++	4%

Volume Rebate Terms & Conditions:

- **Rebate period is from Jan. 1 to Dec. 31 2019.**
- **Rebate to be paid in a check to the end user.**
- **Rebate calculation based on net sales amount based on "Bill To" location.**
- **Net sales defined as the total amount invoiced for which payment has been received less returns, credit, & freight.**
- **Rebate is only paid on supply items.**
- **Applicable rebate percentage is applied to total net purchases based on appropriate tier.**
- **Rebate paid on qualifying items under contract #19-05 and no rebate will be paid on other Bid/Quotes/RFP's.**

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

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

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

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

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

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

OPEN RECORDS POLICY

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

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

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

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

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

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

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

_____ _____

Date *Authorized Signature & Title*

Appendix C, Doc #2

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

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

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

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

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

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

Company _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

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

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

Last Revision: February 16, 2016

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

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

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

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

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

_____ _____

Signature of Named Authorized Company Representative Date

Form Revised 10/27/201

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

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1/22/19
Date

CEO & President
Authorized Signature & Title

Appendix C, Doc #2

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

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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.

Address W6316 Design Drive
Greenville, WI 54942

Phone 888-388-3224

Fax 888-388-6344

Contact

Amy Fuss
Signature

Amy Fuss
Printed Name

Director Bids & Contracts
Position with Company

Official Authorizing Proposal

Signature

Joseph Yorio
Printed Name

CEO & President
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

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

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

Last Revision: February 16, 2016

As of Jan. 1, 2018,

TX Form 1295, Certificate of Interested Parties IS NOT APPLICABLE for School Specialty, Inc. or any of its subsidiaries

since we are a publicly traded corporation

(Traded under SCOO on the OTCQB marketplace)

more information may be found at http://investors.schoolspecialty.com/

Texas Ethics Commission Rules § 46.1(c).

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

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

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who_Is_Interested_Party

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

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

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

I, Joseph Yorio, as an authorized representative of

School Specialty, Inc., a contractor engaged by

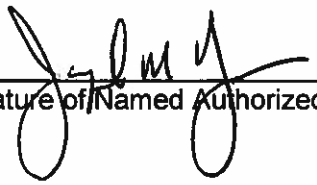
Insert Name of Company

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.



Signature of Named Authorized Company Representative

1/22/19

Date

Form Revised 10/27/201

Appendix D

OMNIA PARTNERS

NATIONALIPA U.S. COMMUNITIES

Requirements for National Cooperative Contract

To be Administered by

OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

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

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

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

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

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

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 Representations and Covenants

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.
B. Total number and location of sales persons employed by Supplier.
C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.
E. Submit FEIN and Dunn & Bradstreet report.
F. Describe any green or environmental initiatives or policies.
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.
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.
I. Describe how supplier differentiates itself from its competitors.
J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
K. Felony Conviction Notice: Indicate if the supplier
    a. is a publicly held corporation and this reporting requirement is not applicable;
    b. is not owned or operated by anyone who has been convicted of a felony; or
    c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.
B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
    ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    i. Creation and distribution of a co-branded press release to trade publications
    ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
    i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
    ii. Best government pricing
    iii. No cost to participate
    iv. Non-exclusive contract

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

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

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

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.

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.

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.

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

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

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

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

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 with proposal.

The following certifications and provisions may be required and apply when a 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 _____ 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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 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.

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

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

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

(1) No Federal appropriated funds have been paid or will be paid 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 _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

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

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

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 books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

OMNIA PARTNERS EXHIBITS
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 statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

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: _____

Street: _____

City, State, Zip Code: _____

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 _____, an authorized representative of _____, 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

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

_____

Date ***Authorized Signature and Title***

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ *of the* _____
Name *City*

in the County of _____, *State of* _____

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

I am the _____ *of the firm of* _____
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

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____ , 20____

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A 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) _____

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

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.

_____
Authorized Signature and Title

_____
Date

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

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.

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

Appendix D

OMNIA PARTNERS

NATIONALIPA U.S. COMMUNITIES

Requirements for National Cooperative Contract

To be Administered by

OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

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

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

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

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

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

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 Representations and Covenants

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.
B. Total number and location of sales persons employed by Supplier.
C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.
E. Submit FEIN and Dunn & Bradstreet report.
F. Describe any green or environmental initiatives or policies.
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.
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.
I. Describe how supplier differentiates itself from its competitors.
J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
K. Felony Conviction Notice: Indicate if the supplier
    a. is a publicly held corporation and this reporting requirement is not applicable;
    b. is not owned or operated by anyone who has been convicted of a felony; or
    c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.
B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
    ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    i. Creation and distribution of a co-branded press release to trade publications
    ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
    i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
    ii. Best government pricing
    iii. No cost to participate
    iv. Non-exclusive contract

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

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

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

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.

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.

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.

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

   $52,500,000.00 in year one
   $55,125,000.00 in year two
   $57,875,000.00 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.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

OMNIA PARTNERS EXHIBITS
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 with proposal.

The following certifications and provisions may be required and apply when a 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 _____ 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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 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.

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

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

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

(1) No Federal appropriated funds have been paid or will be paid 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 _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

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

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

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 books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

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: W6316 Design Drive Greenville, WI 54942

Phone Number: 888-388-3224 Fax Number: 888-388-6344

Printed Name and Title of Authorized Representative: Joseph Yorio CEO & President

Email Address: bidnotices@schoolspecialty.com

Signature of Authorized Representative: _____ Date: 1/22/19

OMNIA PARTNERS EXHIBITS
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 statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

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: W6316 Design Drive

City, State, Zip Code: Greenville, WI 54942

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 Joseph Yorio *, 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 reference attached Security Ownership or Management and Certain Beneficial Owners.		

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

1/22/19 — CEO & President

Date — ***Authorized Signature and Title***

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, the executive officers named in the summary compensation table (the "Named Executive Officers"), all of our directors 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 (8)
Gus D. Halas	0	*
James R. Henderson	0	*
Justin Lu	0	*
Scott P. Scharfman	1,487,887(1)	21.3%
Andrew E. Schultz	0	*
Joseph M. Yorio	233,506(7)	3.3%
Ryan M. Bohr	60,375(7)	*
Edward J. Carr, Jr.	34,125(7)	*
Todd A. Shaw	28,875(7)	*
Kevin L. Baehler	31,005(7)	*
All executive officers and directors as a group (10 persons)	1,875,773(7)	26.8%
Mill Road Capital II, L.P.(1) Mill Road Capital II GP Scott P. Scharfman Thomas E. Lynch 382 Greenwich Avenue Suite One Greenwich, CT 02210	1,487,887	21.3%
Zazove Associates, LLC (2) Zazove Associates, Inc. Gene T. Pretti 1001 Tahoe Blvd. Incline Village, NV 89451	1,136,415	16.2%
Steel Excel Inc. (3) 1133 Westchester Avenue, Suite N222 White Plains, NY 10604 Steel Partners Holdings L.P. SPH Group LLC SPH Group Holdings LLC Steel Partners Holdings GP Inc. 590 Madison Avenue, 32nd Floor New York, NY 10022	693,154	9.9%
Saybrook Corporate Opportunity Fund II, L.P. (4) SCOF II Side Pocket Fund, L.P. COF II Bonds Acquisition, LLC Jonathan Rosenthal Kenneth Slutsky 11400 Olympic Blvd., Suite 1400 Los Angeles, CA 90064	444,269	6.3%

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Outstanding Shares (8)
Virginia Retirement System (5) 1200 East Main Street Richmond, VA 23219	396,032	5.7%
Anson Funds Management LP (6) Anson Management GP LLC Bruce R. Winson 5950 Berkshire Lane, Suite 210 Dallas, Texas 75225 Anson Advisors Inc. Adam Spears Moez Kassam 111 Peter Street, Suite 904 Toronto, ON M5V 2H1	393,215	5.6%

* Less than 1% of the outstanding Common Stock.

(1) Based on a Schedule 13D filed with the SEC on November 16, 2017, Mill Road Capital II, L.P. (the "Fund") had sole voting and sole dispositive power over 1,487,887 shares of Common Stock. The 1,487,887 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 1,487,887 shares on behalf of the Fund. Each of Mr. Scharfman, a director of the Company, and Mr. Lynch is a management committee director of the GP and has shared authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the 1,487,887 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.

(2) Based on Amendment No. 3 to Schedule 13D filed with the SEC on June 12, 2017, the parties beneficially owned and had sole voting and dispositive power over 1,136,415 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.

(3) Based on Amendment No. 3 to Schedule 13D filed with the SEC on February 12, 2016, the parties had shared voting and dispositive power over 693,154 shares of Common Stock. SPH Group Holdings LLC ("SPHG Holdings") owns 51% of the outstanding shares of Common Stock of Steel Excel Inc.; Steel Partners Holdings L.P. ("Steel Holdings") owns 99% of the membership interests of SPH Group LLC ("SPHG"); SPHG is the sole member of SPHG Holdings and the manager of SPHG Holdings; Steel Partners Holdings GP Inc. ("Steel Holdings GP") is the general partner of Steel Holdings. Accordingly, each of SPHG Holdings, SPHG, Steel Holdings and Steel Holdings GP may be deemed to beneficially own shares of Common Stock directly owned by Steel Excel Inc.; however, each of SPHG Holdings, SPHG, Steel Holdings and Steel Holdings GP disclaims beneficial ownership of the 693,154 shares except to the extent of their pecuniary interest therein.

(4) Based on Amendment No. 1 to Schedule 13G filed with the SEC on February 16, 2016, the parties had shared voting and dispositive power over 444,269 shares of Common Stock.

(5) 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.

(6) Based on Amendment No. 5 to Schedule 13G filed with the SEC on February 14, 2018, the parties had shared voting and dispositive power over 393,215 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 393,215 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 393,215 shares of Common Stock held by the funds. As directors of Anson Advisors, Mr. Kassam and Mr. Spears may each direct the vote and disposition of the 393,215 shares of Common Stock held by the funds.

(7) Common Stock that may be acquired within 60 days of the Record Date through the exercise of stock options.

(8) Based on 7,000,000 shares of Common Stock outstanding as of the Record Date.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: School Specialty, Inc.

Street: W6316 Design Drive

City, State, Zip Code: Greenville, WI 54942

State of Wisconsin

County of Outagamie

I, Joseph Yorio *of the* Greenville
Name *City*

in the County of Outagamie, *State of* Wisconsin
of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO & President *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

CEO & President
Authorized Signature & Title

Subscribed and sworn before me

this 22 day of January, 2019

Notary Public of Wisconsin
My commission expires January 21, 2020

ANGELA L IVERSON
Notary Public
State of Wisconsin

SEAL

NA

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A 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) _____

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

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.

_____
Authorized Signature and Title

_____
Date

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NA

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

NA

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

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

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

NA

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."

Doc #4, continued

NA

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

Doc #4, continued

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Please see attached Schedule 14A	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 22 day of January, 2019

(Notary Public) _____

My Commission expires: January 21, 2020

_____ (Affiant)

Joseph Yorio CEO & President
(Print name & title of affiant)

(Corporate Seal)

ANGELA L IVERSON
Notary Public
State of Wisconsin

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant ☒ Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement
- ☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- ☒ Definitive Proxy Statement
- ☐ Definitive Additional Materials
- ☐ Soliciting Material Pursuant to §240.14a-12

School Specialty, Inc.
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☒ No fee required.
- ☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

- ☐ Fee paid previously with preliminary materials.
- ☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

SCHOOL SPECIALTY, INC.

W6316 Design Drive
Greenville, WI 54942

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

April 27, 2018

To the Stockholders of School Specialty, Inc.:

The 2018 Annual Meeting of Stockholders of School Specialty, Inc. will be held at the auditorium, located at 701 E. 22nd Street, Lombard, IL 60148, on Tuesday, June 12, 2018 at 8:30 a.m. Central Time for the following purposes:

(1) To elect the five individuals nominated by the Board of Directors of School Specialty, Inc. to serve as directors until the 2019 Annual Meeting of Stockholders;

(2) To approve an advisory resolution on the compensation of School Specialty, Inc.'s Named Executive Officers;

(3) To approve an amendment to increase the number of shares available under the 2014 Incentive Plan of School Specialty, Inc.;

(4) To ratify the appointment of Grant Thornton LLP as School Specialty, Inc.'s independent registered public accounting firm for the fiscal year ending December 29, 2018; and

(5) To transact such other business as may properly come before the Annual Meeting or any adjournment or postponement thereof.

Stockholders of record at the close of business on April 20, 2018 are entitled to receive notice of and to vote at the Annual Meeting.

All stockholders are cordially invited to attend the Annual Meeting in person. However, whether or not you expect to attend the Annual Meeting in person, you are urged to vote by completing and returning the enclosed proxy card, or by telephone or via the Internet. Your prompt voting by proxy will help ensure a quorum. If you vote by proxy and then decide to attend the Annual Meeting to vote your shares in person, you may still do so. Your proxy is revocable in accordance with the procedures described in the attached Proxy Statement.

By Order of the Board of Directors

Joseph F. Franzoi IV, *Secretary*

April 27, 2018

SCHOOL SPECIALTY, INC.

W6316 Design Drive
Greenville, Wisconsin 54942

April 27, 2018

Proxy Statement

Unless the context requires otherwise, all references to "School Specialty," the "Company," "we," "us" or "our" refer to School Specialty, Inc. and its subsidiaries. Effective December 26, 2015, we changed our fiscal year end from the last Saturday in April to the last Saturday in December. The December 27, 2015 to December 31, 2016 and the January 1, 2017 to December 30, 2017 years will be referred to as "fiscal 2016" and "fiscal 2017," respectively, in this proxy statement. The April 26, 2015 to December 26, 2015 transition period will be referred to as "short year 2015" in this proxy statement. Prior to April 26, 2015, our fiscal year ended on the last Saturday in April of each year. In this proxy statement, we refer to these fiscal years by reference to the calendar year in which they ended (e.g., the fiscal year ended April 25, 2015 is referred to as "fiscal 2015").

Following stockholder approval of the increase in the number of authorized shares of our common stock from 2,000,000 shares to 50,000,000 shares on August 15, 2017, we effected a seven-for-one stock split of School Specialty's shares, effective August 23, 2017. Subsequently, the number of outstanding shares of School Specialty stock increased from 1,000,000 to 7,000,000. All previously stated values have been restated to adjust for this seven-for-one stock split.

This Proxy Statement is furnished by the Board for the solicitation of proxies from the holders of our common stock, $0.001 par value (the "Common Stock"), in connection with the Annual Meeting of Stockholders to be held at the auditorium, located at 701 E. 22nd Street, Lombard, IL 60148, on Tuesday, June 12, 2018 at 8:30 a.m. Central Time, and at any adjournment or postponement thereof (the "Annual Meeting"). Stockholders may obtain directions to the Annual Meeting by contacting Ms. Amy Coenen, Assistant Secretary, School Specialty, Inc., W6316 Design Drive, Greenville, Wisconsin 54942, telephone: (888) 388-3224.

It is expected that the Notice of Annual Meeting of Stockholders, this Proxy Statement and the enclosed proxy card, together with our Annual Report on Form 10-K for the fiscal year ended December 30, 2017, will first be sent to stockholders on or about April 27, 2018.

Stockholders can ensure that their shares are voted at the Annual Meeting by signing, dating and returning the enclosed proxy card in the envelope provided, by calling the toll-free telephone number listed on the proxy card or by following the instructions on the proxy card for Internet voting. If you submit a signed proxy card or vote by telephone or via the Internet, you may still attend the Annual Meeting and vote in person. Any stockholder giving a proxy may revoke it before it is voted by submitting to School Specialty's Secretary a written revocation or by submitting another proxy by telephone, Internet or mail that is received later. You will not revoke a proxy merely by attending the Annual Meeting unless you file a written notice of revocation of the proxy with School Specialty's Secretary at any time prior to voting.

Proxies will be voted as specified by the stockholders. Where specific choices are not indicated, proxies will be voted as follows:

- *FOR* the election of the five individuals nominated by the Board to serve as directors;
- *FOR* approval of the advisory resolution on the compensation of our Named Executive Officers (as defined in this Proxy Statement);
- *FOR* approval of the amendment to increase the number of shares available under the 2014 Incentive Plan of School Specialty, Inc.; and

- *FOR* ratification of the appointment of Grant Thornton LLP as our independent registered public accounting firm.

The Board knows of no other matters to be presented for stockholder action at the Annual Meeting. If any other matters properly come before the Annual Meeting, the persons named as proxies will vote on the same in their discretion.

The expense of printing and mailing proxy materials, including expenses involved in forwarding materials to beneficial owners of Common Stock held in the name of another person, will be paid by School Specialty. No solicitation, other than by mail, is currently planned, except that officers or employees of School Specialty may solicit the return of proxies from certain stockholders by telephone or other electronic means.

Only stockholders of record at the close of business on April 20, 2018 (the "Record Date") are entitled to receive notice of and to vote the shares of Common Stock registered in their name at the Annual Meeting. As of the Record Date, we had 7,000,000 shares of Common Stock outstanding. Each share of Common Stock entitles its holder to cast one vote on each matter to be voted upon at the Annual Meeting.

Under Delaware law and School Specialty's Bylaws, the presence of a quorum is required to conduct business at the Annual Meeting. A quorum is defined as the presence, either in person or by proxy, of a majority of the then-issued and outstanding shares of Common Stock entitled to vote at the Annual Meeting. The shares represented at the Annual Meeting by proxies that are marked, with respect to the director election or any other proposals, "abstain," will be counted as shares present for the purpose of determining whether a quorum is present. Broker non-votes occur when shares are held in "street" form through a broker or similar market intermediary rather than in the stockholder's own name. The broker or other intermediary is authorized to vote the shares on routine matters but may not vote on the election of directors and on non-routine matters without the beneficial stockholder's express authorization. The vote to approve the advisory resolution on the compensation of our Named Executive Officers and the proposed amendment to increase the number of shares available under the 2014 Incentive Plan of School Specialty, Inc. are not considered routine matters. Therefore, your broker or other intermediary holder of your shares will not be permitted to vote your shares in the election of directors or on such other proposals unless you provide voting instructions. Broker non-votes are counted for purposes of determining the presence of a quorum, but under Delaware law are not counted for purposes of determining the voting power present, and therefore, will not be counted in the vote on proposals 1, 2, 3 and 4.

With respect to the vote required to approve the proposals to be considered at the Annual Meeting, the following rules apply:

- The directors will be elected by the affirmative vote of a majority of the shares of Common Stock present, either in person or by proxy, at the Annual Meeting and entitled to vote thereon. Abstentions will have the effect of a negative vote in the election.
- Approval of the advisory resolution on the compensation of our Named Executive Officers, approval of the proposed amendment to increase the number of shares available under the 2014 Incentive Plan of School Specialty, Inc. and the ratification of the appointment of the independent registered public accounting firm each require the affirmative vote of a majority of the shares of Common Stock present, either in person or by proxy, at the Annual Meeting and entitled to vote thereon. Abstentions will have the effect of a negative vote on each of these proposals.

Important Notice Regarding the Availability of Proxy Materials
for the Annual Meeting of Stockholders to be held on June 12, 2018:

This Proxy Statement and the Company's Fiscal 2017 Form 10-K are available online at www.proxyvote.com . Please have your control number from your proxy materials available. (Select "View Materials Online" from the Stockholder Proxy Services menu.)

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, the executive officers named in the summary compensation table (the "Named Executive Officers"), all of our directors 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 (8)
Gus D. Halas	0	*
James R. Henderson	0	*
Justin Lu	0	*
Scott P. Scharfman	1,487,887(1)	21.3%
Andrew E. Schultz	0	*
Joseph M. Yorio	233,506(7)	3.3%
Ryan M. Bohr	60,375(7)	*
Edward J. Carr, Jr.	34,125(7)	*
Todd A. Shaw	28,875(7)	*
Kevin L. Baehler	31,005(7)	*
All executive officers and directors as a group (10 persons)	1,875,773(7)	26.8%
Mill Road Capital II, L.P.(1) Mill Road Capital II GP Scott P. Scharfman Thomas E. Lynch 382 Greenwich Avenue Suite One Greenwich, CT 02210	1,487,887	21.3%
Zazove Associates, LLC (2) Zazove Associates, Inc. Gene T. Pretti 1001 Tahoe Blvd. Incline Village, NV 89451	1,136,415	16.2%
Steel Excel Inc. (3) 1133 Westchester Avenue, Suite N222 White Plains, NY 10604 Steel Partners Holdings L.P. SPH Group LLC SPH Group Holdings LLC Steel Partners Holdings GP Inc. 590 Madison Avenue, 32nd Floor New York, NY 10022	693,154	9.9%
Saybrook Corporate Opportunity Fund II, L.P. (4) SCOF II Side Pocket Fund, L.P. COF II Bonds Acquisition, LLC Jonathan Rosenthal Kenneth Slutsky 11400 Olympic Blvd., Suite 1400 Los Angeles, CA 90064	444,269	6.3%

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Outstanding Shares (8)
Virginia Retirement System (5) 1200 East Main Street Richmond, VA 23219	396,032	5.7%
Anson Funds Management LP (6) Anson Management GP LLC Bruce R. Winson 5950 Berkshire Lane, Suite 210 Dallas, Texas 75225 Anson Advisors Inc. Adam Spears Moez Kassam 111 Peter Street, Suite 904 Toronto, ON M5V 2H1	393,215	5.6%

* Less than 1% of the outstanding Common Stock.

(1) Based on a Schedule 13D filed with the SEC on November 16, 2017, Mill Road Capital II, L.P. (the "Fund") had sole voting and sole dispositive power over 1,487,887 shares of Common Stock. The 1,487,887 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 1,487,887 shares on behalf of the Fund. Each of Mr. Scharfman, a director of the Company, and Mr. Lynch is a management committee director of the GP and has shared authority to vote (or direct the vote of), and to dispose (or direct the disposal) of, the 1,487,887 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.

(2) Based on Amendment No. 3 to Schedule 13D filed with the SEC on June 12, 2017, the parties beneficially owned and had sole voting and dispositive power over 1,136,415 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.

(3) Based on Amendment No. 3 to Schedule 13D filed with the SEC on February 12, 2016, the parties had shared voting and dispositive power over 693,154 shares of Common Stock. SPH Group Holdings LLC ("SPHG Holdings") owns 51% of the outstanding shares of Common Stock of Steel Excel Inc.; Steel Partners Holdings L.P. ("Steel Holdings") owns 99% of the membership interests of SPH Group LLC ("SPHG"); SPHG is the sole member of SPHG Holdings and the manager of SPHG Holdings; Steel Partners Holdings GP Inc. ("Steel Holdings GP") is the general partner of Steel Holdings. Accordingly, each of SPHG Holdings, SPHG, Steel Holdings and Steel Holdings GP may be deemed to beneficially own shares of Common Stock directly owned by Steel Excel Inc.; however, each of SPHG Holdings, SPHG, Steel Holdings and Steel Holdings GP disclaims beneficial ownership of the 693,154 shares except to the extent of their pecuniary interest therein.

(4) Based on Amendment No. 1 to Schedule 13G filed with the SEC on February 16, 2016, the parties had shared voting and dispositive power over 444,269 shares of Common Stock.

(5) 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.

(6) Based on Amendment No. 5 to Schedule 13G filed with the SEC on February 14, 2018, the parties had shared voting and dispositive power over 393,215 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 393,215 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 393,215 shares of Common Stock held by the funds. As directors of Anson Advisors, Mr. Kassam and Mr. Spears may each direct the vote and disposition of the 393,215 shares of Common Stock held by the funds.

(7) Common Stock that may be acquired within 60 days of the Record Date through the exercise of stock options.

(8) Based on 7,000,000 shares of Common Stock outstanding as of the Record Date.

PROPOSAL ONE: ELECTION OF DIRECTORS

School Specialty's Board currently consists of six members. The term of office of each of the directors expires at the 2018 Annual Meeting.

On January 31, 2018, James R. Henderson informed the Board that he would not stand for re-election at the Company's 2018 Annual Meeting, and that he would continue to serve as a director of the Company until the 2018 Annual Meeting. The Company thanks Mr. Henderson for his service to the Company and wishes him the best in his future endeavors.

The Board proposes that Gus D. Halas, Justin Lu, Scott P. Scharfman, Andrew E. Schultz and Joseph M. Yorio be elected as directors for a new term ending at the 2019 Annual Meeting and until their successors are duly elected and qualified. Messrs. Halas, Lu, Schultz and Yorio are standing for re-election at the 2018 Annual Meeting. On January 16, 2018, Mr. Scharfman was appointed to the Board, and he is standing for election at the 2018 Annual Meeting.

The Board has determined that Messrs. Halas, Lu, Scharfman and Schultz are "independent." School Specialty is not a listed issuer whose securities are listed on a national securities exchange or on an inter-dealer quotation system which has requirements that a majority of the Board be independent. In making this determination, the Board used the definition of independence under the listing standards of The NASDAQ Stock Market LLC ("NASDAQ"). Mr. Yorio was determined not be independent and is considered an inside director.

Each of the nominees is serving as a director as of the date of this Proxy Statement.

Each of the nominees has indicated a willingness to serve as a director, but if any of the nominees should decline or be unable to act as a director, the persons named in the proxy will vote for the election of another person or persons as the Board recommends.

The Board of Directors unanimously recommends that stockholders vote "for" the election of each of the nominees to serve as directors set forth below.

NOMINEES FOR DIRECTOR

Name and Age of Director	
Gus D. Halas Age 67	Mr. Halas is the Company's Chairman of the Board and has been a director of the Company since July 2015. From 2011 to 2013, Mr. Halas served as the President and Chief Executive Officer of Central Garden & Pet Company. From 2009 to 2015, Mr. Halas served as a senior advisor to White Deer Energy, a private equity firm that targets investments in oil and gas exploration and production, oilfield service and equipment manufacturing and the midstream sectors of the energy business. Mr. Halas is currently a director of Triangle Petroleum Corporation, an independent energy holding company, OptimizeRx Corporation, a technology solutions company targeting the healthcare industry, Madalena Energy Inc., a Canadian-based oil and gas company, and Hooper Holmes, Inc., a U.S.-based company providing risk assessment services for the health insurance industry. Mr. Halas holds a BS in Physics and Economics from Virginia Tech. Mr. Halas' expertise in distribution, track record of growing companies and building value, independent insight and industry relationships make him a valuable member of the Board of Directors.

Justin Lu Age 47	Mr. Lu has been a director of the Company since June 2013. Mr. Lu is a principal and assistant high yield portfolio manager at Zazove Associates ("Zazove"), an investment advisory firm focused on convertible securities. Mr. Lu has been employed by Zazove since 2002, investing primarily in high yield convertible portfolios. Prior to joining Zazove, Mr. Lu worked at Merrill Lynch from 1998 to 2001 as an associate in the leveraged finance and technology investment banking groups. Mr. Lu received his B.A. in economics and mathematics from Dartmouth College and his J.D./M.B.A. from Columbia University. Mr. Lu is a CFA charterholder. Mr. Lu's experience at sophisticated financial institutions with leveraged finance and other complex transactions make him a valuable member of the Board of Directors.
Scott P. Scharfman Age 55	Mr. Scharfman was appointed as a director of the Company in January 2018. Mr. Scharfman has served as a Managing Director of Mill Road Capital ("Mill Road"), an investment firm, since 2006. Mr. Scharfman has served as the Chairman of the Board of PRT Growing Services, a privately held service and logistics business since 2012, and has served as the Chairman of the Board of RG Barry Corporation, a privately held apparel business, since 2014. Mr. Scharfman has also served on the Board of Rubio's Restaurants Inc., a privately held restaurant company since 2010, and in 2009 Mr. Scharfman served on the Board of Galaxy Nutritional Foods, Inc., a publicly held packaged food company. Mr. Scharfman was the Chief Financial Officer of Mercata Inc. and was formerly a Managing Director in the equity capital markets groups at Robertson Stephens and Bear Stearns & Co. His early private equity investing experience was with the Blackstone Group. Mr. Scharfman earned his A.B. from Princeton University. Mr. Scharfman's experience as a corporate executive and investment banker, track record of growing companies and building value, and his industry relationships make him a valuable member of the Board of Directors.
Andrew E. Schultz Age 63	Mr. Schultz has been a director of the Company since July 2015. Mr. Schultz has been a member of Holding Capital Group, a private equity firm focusing on middle market companies, since 1999. From 1992 to 1999, Mr. Schultz served as Vice President and General Counsel of Greenwich Hospital. Mr. Schultz currently serves on the board of directors and as chairman of Legacy Cabinets, Inc., a leading manufacturer of semi-custom kitchen cabinets. He is also chairman of the board of directors of Physician's Weekly, LLC, a point-of-care medical news and information source for healthcare professionals supported by pharma, serves on the board of Sierra Hamilton, LLC, provider of drilling-related engineering and consulting services to oil and gas exploration and production, and serves on the board of managers of Mori Lee, LLC, a U.S.-based designer of wedding, prom and special occasion dresses. Previously, Mr. Schultz served on the boards of directors of Western Kentucky Coal Resources, LLC, formed post-restructuring with Murray Energy Corporation and the secured noteholders of Armstrong Energy, Inc., Niagara LaSalle Steel, Inc., an independent manufacturer of cold bar steel, Bankruptcy Management Solutions, Inc., a technology company providing an end-to-end platform for the bankruptcy industry, and Source Interlink Companies, Inc. (now known as TEN: The Enthusiast Network), a magazine publishing and logistics company. He also previously served as chairman of

the board of directors of PSI, LLC, a provider of testing and evaluation services. Mr. Schultz holds a B.A. in Economics and Geography from Clark University and a J.D. from Fordham University School of Law.

Mr. Schultz's expertise in distribution and manufacturing, track record of growing companies and building value, independent insight and industry relationships make him a valuable member of the Board of Directors.

Joseph M. Yorio
Age 53

Mr. Yorio joined the Company as its President and Chief Executive Officer and as a member of the Board of Directors in April 2014. Prior to joining the Company, Mr. Yorio served as President and Chief Executive Officer of NYX Global LLC, a business services and consulting company, from January 2011 to April 2014. Concurrently, he also performed the duties and responsibilities of Managing Director for Vertx (a NYX Global client), a developer, manufacturer, marketer and distributor of tactical and outdoor apparel and equipment. Prior to that, Mr. Yorio was President from March 2009 to December 2010 and Chief Executive Officer from June 2009 to December 2010 of Xe Services LLC (now known as Academi), a private aerospace and defense company. In addition, Mr. Yorio previously held a variety of executive, operations and sales positions primarily focused on distribution and logistics. He served as the Vice President, U.S. and North American Air Hub Operations with DHL Express, where he was responsible for sortation, inbound freight and outbound freight from the largest private airport in North America servicing the global markets. Prior to that, he was President of the Central Midwest Division of Corporate Express, where he led a self-sustaining operating division that included six distribution centers. He also served in the U.S. Army as a 75th Ranger Regiment and Special Forces officer and is a medically retired combat veteran. Mr. Yorio holds a B.A. degree in psychology from Saint Vincent College, a Master's Certificate in executive leadership from Cornell University, S.C. Johnson Graduate School of Management, and an M.B.A in management from Florida Institute of Technology, Nathan M. Bisk College of Business.

Mr. Yorio's extensive experience in managing complex organizations and his leadership abilities make him a valuable member of the Board of Directors.

CORPORATE GOVERNANCE

The Board of Directors held 11 meetings in fiscal 2017. Directors are expected to attend each regular and special meeting of the Board of Directors. Each director attended at least 75% of the meetings of the Board of Directors and Board committees of which he was a member held during the period for which he had been a director in fiscal 2017. School Specialty does not have a policy regarding Board members' attendance at the annual meeting of stockholders. Each director then in office attended the annual and special meetings of stockholders in 2017.

The positions of Chairman of the Board and Chief Executive Officer of the Company are currently separate, with Mr. Halas serving as Chairman of the Board and Mr. Yorio serving as President and Chief Executive Officer. The Company believes this leadership structure is appropriate at this time because it allows the Company to benefit fully from the unique leadership abilities and industry experience that each of these individuals possesses.

The Board has established three standing committees: the Governance/Nominating Committee, the Compensation Committee and the Audit Committee.

Governance/Nominating Committee. The Governance/Nominating Committee has adopted, and the Board has approved, a charter for the Governance/Nominating Committee. Under its charter, the Governance/Nominating Committee is responsible for overseeing the director nominations process. In connection with the selection and nomination process, the Governance/Nominating Committee will review the desired experience, skills and other qualities of potential candidates to assure the appropriate Board composition, taking into account the current Board members and the specific needs of School Specialty and the Board. The Governance/Nominating Committee intends to seek individuals who have displayed high ethical standards, integrity, sound business judgment and a willingness to devote adequate time to Board duties. This process is designed to ensure that the Board includes members with diverse backgrounds, skills and experience, including appropriate financial and other expertise relevant to School Specialty.

The Governance/Nominating Committee and the Board will consider candidates nominated by stockholders of School Specialty ("Proposing Stockholder") in accordance with the procedures set forth in School Specialty's Bylaws. Under the Bylaws, a Proposing Stockholder's request to nominate a person for director, together with the written consent of that person to serve as a director, must be received by the Secretary of School Specialty at its principal office (i) with respect to an election held at an annual meeting of stockholders, not less than 90 days nor more than 150 days prior to the anniversary date of the annual meeting of stockholders in the immediately preceding year, or (ii) with respect to an election held at a special meeting of stockholders for the election of directors, not later than the close of business on the eighth day following the date on which notice of such meeting is given to stockholders.

To be in proper written form, a Proposing Stockholder's notice must set forth in writing (a) as to each person whom the Proposing Stockholder proposes to nominate for election or reelection as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) the class and number of shares of stock of School Specialty which are beneficially owned by such person, and (iv) such other information relating to such person as is required to be disclosed in solicitations of proxies for election of directors, or as otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (b) as to the Proposing Stockholder (i) the name and address, as they appear on School Specialty's books, of the Proposing Stockholder, (ii) the class and number of shares of stock of School Specialty which are beneficially owned by the Proposing Stockholder, and (iii) a representation that the Proposing Stockholder is a holder of record of stock of School Specialty entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice. School Specialty may require any proposed nominee to furnish such other information as may reasonably be required by School Specialty to determine the eligibility of such proposed

nominee to serve as a director of School Specialty or the Proposing Stockholder to nominate the proposed nominee.

The members of the Governance/Nominating Committee are Messrs. Henderson (Chairman), Lu, Halas and Schultz, each of whom is "independent" as defined under the listing standards of NASDAQ. The Governance/Nominating Committee met twice in fiscal 2017. The charter of the Governance/Nominating Committee is available under the "Investors" tab on our website at www.schoolspecialty.com.

Compensation Committee. Executive officer compensation is overseen by the Compensation Committee of the Board of Directors.

The Compensation Committee has adopted, and the Board has approved, a charter for the Compensation Committee. Under its charter, the Compensation Committee has authority over each aspect of executive officer compensation, including base salaries, incentive compensation, and equity awards. Through the end of fiscal 2017, the Compensation Committee served as the committee of "outside directors" for purposes of Section 162(m) ("Section 162(m)") of the Internal Revenue Code of 1986, as amended (the "Code"), and was the Administrator under the 2014 Incentive Plan for any awards granted thereunder to the extent such awards were intended to qualify as "performance-based compensation" under Section 162(m). At the start of fiscal 2018, the Compensation Committee will serve as a committee of "outside directors" with respect to the administration and certification of performance goals for awards subject to the transition rule for performance-based compensation under Section 162(m) (as described further below). The Chief Executive Officer participates in deliberations and decisions relating to executive officer compensation, but does not participate in decisions regarding his own compensation.

Subject to the limitations of the 2014 Incentive Plan as they relate to awards granted thereunder, the Compensation Committee may delegate authority and assign responsibility with respect to such of its functions to a subcommittee of the Committee, as it may deem appropriate from time to time.

During fiscal 2017, the Compensation Committee engaged the services of Lyons, Benenson & Company, Inc. ("LB&Co.") to provide advice on executive officer compensation. Because the Company is not a listed issuer, the Compensation Committee did not make a determination regarding LB&Co.'s independence under the NASDAQ listing standards. LB&Co. provided one report to the Compensation Committee that included recommendations with respect to the proposed management incentive plan for fiscal 2017.

The Compensation Committee's decisions with respect to Mr. Yorio's compensation for fiscal 2017 were ratified by the Board as required by the Compensation Committee's charter.

The members of the Compensation Committee are Messrs. Lu (Chairman), Halas, Scharfman and Schultz, each of whom is "independent" as defined under the listing standards of NASDAQ, except that Mr. Lu and Mr. Scharfman may not be considered "independent" under the heightened NASDAQ independence standards for committee members because Mr. Lu is employed by Zazove and Mr. Scharfman is employed by Mill Road, respectively. The Compensation Committee held three meetings and took two actions by written consent in fiscal 2017. The charter of the Compensation Committee is available under the "Investors" tab on our website at www.schoolspecialty.com.

Audit Committee. The Audit Committee is a separately designated standing committee of the Board which was established in accordance with Section 3(a)(58)(A) of the Exchange Act. The Audit Committee has adopted, and the Board has approved, a charter for the Audit Committee. Under its charter, the Audit Committee is responsible for oversight of School Specialty's accounting and financial reporting processes and the audit of School Specialty's financial statements. In addition, the Audit Committee is responsible for monitoring compliance with the Company's Code of Ethics as it relates to financial records and use of Company assets and compliance with the Company's Insider Trading Policy.

The members of the Audit Committee are Messrs. Schultz (Chairman), Halas, Henderson and Lu, each of whom is "independent" as defined under the listing standards of NASDAQ, except that Mr. Lu may not be considered "independent" under the heightened NASDAQ independence standards for committee members because he is employed by Zazove. Mr. Lu has been determined by the Board of Directors to be an "audit committee financial expert" for purposes of the rules promulgated under the Exchange Act. The Audit Committee held four meetings in fiscal 2017. The charter of the Audit Committee is available under the "Investors" tab on our website at www.schoolspecialty.com.

Stockholder Communications. Stockholders wishing to communicate with members of the Board of Directors may direct correspondence to such individuals c/o Ms. Amy Coenen, Assistant Secretary, W6316 Design Drive, Greenville, Wisconsin 54942. The Assistant Secretary will regularly forward such communications to the appropriate Board member(s).

Board Oversight of Risk. Our Board of Directors has overall responsibility for risk oversight with a focus on the most significant risks facing the Company. Throughout the year, the Board reviews risks brought to its attention by management and our independent registered public accounting firm from time to time.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

No member of the Compensation Committee has ever been an officer or employee of School Specialty or any of our subsidiaries or had any relationships requiring disclosure under Item 404 of Regulation S-K. None of our executive officers has served on the compensation committee or board of directors of any company of which any of our other directors is an executive officer.

RELATED PARTY TRANSACTIONS

The Board of Directors, or the Audit Committee if requested by the Board of Directors, reviews and approves all related party transactions with directors, executive officers, persons that are beneficial owners of more than 5% of the Common Stock ("5% Holders"), members of their family and persons or entities affiliated with any of them. While the Amended and Restated Certificate of Incorporation and Bylaws do not provide specific procedures as to the review of related party transactions, the Board requires management to present to the Board the details of any such transactions. Any such related party transactions would be reviewed and evaluated by the Board members based on the specific facts and circumstances of each transaction.

On January 28, 2013, School Specialty and certain of its subsidiaries filed voluntary petitions for relief under Chapter 11 of the United States Code (the "Bankruptcy Code") 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." The Second Amended Joint Plan of Reorganization under the Bankruptcy Code entered by the Bankruptcy Court on June 3, 2013 (the "Reorganization Plan") became effective on June 11, 2013.

Term Loan Credit Agreement

On June 11, 2013, the Company entered into a Term Loan Credit Agreement by and among the Company, Credit Suisse AG, as Administrative Agent and Collateral Agent, and the lenders party thereto (the "Term Loan Credit Agreement"). The Company's entry into the Term Loan Credit Agreement occurred in connection with the Chapter 11 Cases and was in accordance with the Reorganization Plan.

Under the Term Loan Credit Agreement, the lenders agreed to make a term loan to the Company in the aggregate principal amount of $145 million. Certain 5% Holders and their affiliates were lenders under the Term Loan Credit Agreement. The 5% Holders and their affiliates that were lenders during fiscal 2017 received regularly scheduled payments of interest. In April 2017, the Company voluntarily prepaid the Term Loan Credit Agreement in full. Each of the 5% Holders and their affiliates who were lenders under the Term Loan Credit Agreement at that time are listed below and received a proportional share of this prepayment. The table below summarizes the portion of the voluntary prepayment received by each.

Lender	Prepayment Amount ($)
Zazbond Master LLC	33,433
Zazove High Yield Convertible Securities Fund, L.P.	564,176
Steel Excel Inc.	12,101,229

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Exchange Act requires School Specialty's directors and officers, among others, to file reports with the SEC disclosing their ownership, and changes in their ownership, of stock in School Specialty. Copies of these reports must also be furnished to School Specialty. Based solely on a review of these copies, School Specialty believes that all filing requirements were complied with on a timely basis during fiscal 2017.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis. This CD&A is a discussion and analysis of the various policies, programs and practices developed by the Board of Directors and the Compensation Committee, and is intended to provide insight into the decision making process of the Board and the Compensation Committee for determining the compensation of our Named Executive Officers during fiscal 2017.

The objectives of the Board and the Compensation Committee regarding compensation matters include:

- Providing a competitive total compensation package that enables us to attract and retain key personnel, but that remains cost-effective;
- Providing short-term compensation opportunities, through our 2014 Incentive Plan, that are directly linked to objective corporate performance goals; and
- Providing long-term compensation opportunities through equity awards that align executive compensation with value received by our stockholders.

The Board and the Compensation Committee have designed our executive compensation program to directly link executive compensation to corporate performance and increased stockholder value. Relative to other companies, we believe that our program is relatively simple and conservative. For our most senior executive officers, the program consists primarily of three elements—base salary, an opportunity for an annual cash incentive award and equity incentives. The Compensation Committee has the flexibility to use these elements, along with certain benefits and perquisites, in proportions that will most effectively accomplish its objectives. In the future, the Compensation Committee may decide to realign the total compensation package to place greater emphasis on annual or long-term compensation, depending on the focus of our business and the market cycle.

Since our emergence from bankruptcy in the beginning of fiscal 2014, one of the Board's primary objectives was to assemble a senior leadership team that could restructure our operations and drive growth and stockholder value. To assemble this team, the Board recruited individuals primarily from outside the company to fill key leadership positions, beginning with Mr. Joseph Yorio, who was hired as the Company's Chief Executive Officer at the end of fiscal 2014. Led by Mr. Yorio, the Board then recruited Mr. Todd Shaw in July 2014, who was appointed as the Company's Executive Vice President, Operations in December 2014; Mr. Ryan Bohr, who was appointed as the Company's Executive Vice President and Chief Financial Officer in October 2014; and Mr. Edward Carr, who was appointed as the Company's Executive Vice President and Chief Sales Officer in January 2015. In addition, Mr. Kevin Baehler, who had served as the Company's Interim Chief Financial Officer, was appointed as the Company's Senior Vice President and Chief Accounting Officer in October 2014. Effective June 8, 2017, Messrs. Bohr, Shaw and Baehler were appointed as Executive Vice President and Chief Operating Officer, Executive Vice President and Chief Supply Chain Officer and Senior Vice President and Chief Financial Officer, respectively. Effective August 7, 2017, Mr. Baehler's Senior Vice President title changed to Executive Vice President.

During fiscal 2017, the Compensation Committee engaged the services of LB&Co. to provide advice on executive officer compensation. Because the Company is not a listed issuer, the Compensation Committee did not make a determination regarding LB&Co.'s independence under the NASDAQ listing standards. The Compensation Committee considered the report of LB&Co. received in fiscal 2017 in determining bonuses under the management incentive plan (as described below).

In fiscal 2017, the Compensation Committee adopted a management incentive plan under the terms of our 2014 Incentive Plan similar to the plan adopted for fiscal 2016, short year 2015 and fiscal 2015, with the purpose of providing a cash incentive program for the leadership of the Company. The goal of the plan was to gain 100% alignment and engagement from senior leaders around the Chief Executive Officer's priorities of growing and stabilizing our business, aligning our infrastructure better and lowering our costs and improving our bottom line performance. The Compensation Committee concluded that the achievement of this goal would be best reflected

in our Adjusted EBITDA and free cash flow for fiscal 2017. The payout level for each participant, including our Named Executive Officers, required the achievement of Adjusted EBITDA in excess of the established threshold. The Compensation Committee considered the *threshold* performance level representative of results that were minimally acceptable, but likely to be attained based on our business plans for fiscal 2017. The pre-*target* Adjusted EBITDA reflected our budget for fiscal 2017, and was intended to be reasonably attainable, taking into account our performance improvement objectives, market conditions, and industry trends. The *target* Adjusted EBITDA reflected a goal above our budget and was intended to be a reasonable stretch goal. The performance required to achieve the *maximum* payment was considered a significant, meaningful and realistic challenge to the leadership team. Furthermore, the Compensation Committee believes that additional annual incentive payments exceeding the maximum level have limited to no beneficial effect. As such, payments under the plan were scaled based on the Adjusted EBITDA performance between the threshold and the level at which the maximum bonus opportunity is attained. In addition, payments under the plan were subject to the attainment of minimum free cash flow amounts.

Following the Company's acquisition of the assets of Triumph Learning, LLC ("Triumph") in August 2017, the Adjusted EBITDA levels were increased in December 2017 to reflect the anticipated contributions from acquiring Triumph. Further, the Compensation Committee increased Mr. Baehler's threshold, pre-target, target and maximum payout opportunity percentages in December 2017 to reflect his new title and to match the payout opportunities as a percentage of base salary of the other Named Executive Officers, excluding Mr. Yorio. The Adjusted EBITDA levels and the associated threshold, pre-target, target and maximum payout opportunities for fiscal 2017 were as follows:

	Threshold	Pre-Target	Target (1)	Maximum
Adjusted EBITDA	$ 52.3 million	$ 53.5 million	$55.0 million	$60.4 million
Percent of achievement relative to Target	95.1%	97.3%	100%	109.8%
Minimum Free Cash Flow	$19.98 million	$19.98 million	$22.2 million	N/A
Payment (as a percent of base salary for fiscal 2017):				
Mr. Yorio	25%	87.5%	125%	250%
Mr. Bohr	15%	52.5%	75%	150%
Mr. Carr	15%	52.5%	75%	150%
Mr. Shaw	15%	52.5%	75%	150%
Mr. Baehler	15%	52.5%	75%	150%

(1) Any payments made under the 2017 management incentive plan required minimum free cash flow of $19.98 million. Payments above target required minimum free cash flow of $22.2 million.

Our Adjusted EBITDA for fiscal 2017 was $53.1 million[1] and free cash flow for fiscal 2017 was $20.1 million[2]. Based on a straight-line interpolation of the actual Adjusted EBITDA result between threshold and pre-target, a payout of 54.2% of target for fiscal 2017 was therefore achieved. Accordingly, we paid an incentive award to the Named Executive Officers and certain other members of the leadership team for fiscal 2017 at this level. The resulting incentive payouts represented 67.8% of base salary for Mr. Yorio and 40.7% for each of Messrs. Bohr, Carr, Shaw and Baehler.

Our equity awards are granted under our 2014 Incentive Plan. Under this plan, the Compensation Committee has the flexibility to choose among a number of forms of equity-based compensation awards, including stock options, stock appreciation rights, stock awards, performance share units or other incentive awards. The Board used stock options for purposes of the fiscal 2017 awards of equity to our senior executive officers. In fiscal 2016, the Compensation Committee granted RSUs under the 2017 Incentive Plan to members of the Company's senior management. The Compensation Committee decided to award options in fiscal 2017,

[1] The reconciliation of Adjusted EBITDA to net income is as follows (in millions):

	December 30, 2017
Adjusted Earnings before interest, taxes, depreciation, amortization, bankruptcy-related costs, restructuring and impairment charges (EBITDA) reconciliation:	
Net income	$ 6,779
Benefit from income taxes	(1,409)
Purchase accounting deferred revenue adjustment	786
Restructuring costs	421
Restructuring-related costs incl in SG&A	5,211
Gain on sale of unconsolidated affiliate	—
Change in fair value of interest rate swap	—
Loss on early extinguishment of debt	4,298
Depreciation and amortization expense	14,061
Amortization of development costs	5,559
Net interest expense	15,190
Stock-based compensation	2,234
Adjusted EBITDA	$ 53,130

[2] The reconciliation of Free Cash Flow to net cash provided from operating activities is as follows (in thousands):

	December 30, 2017
Adjusted EBITDA	$ 53,130
Capital expenditures	(14,744)
Product development	(3,999)
Unrealized foreign exchange gain	6
Proceeds from sale of unconsolidated affiliate	—
Other	(8,269)
Change in working capital	3,457
Unleveraged free cash flow	$ 29,581
Cash interest	(10,918)
Taxes	1,409
Leveraged free cash flow	$ 20,072

and such form of award was the initial award to members of the Company's senior management. Effective March 13, 2017 (the "Grant Date"), Mr. Yorio was granted an option to purchase 21,000 shares, which will vest 25% on the first, second, third and fourth anniversary of the Grant Date. Effective as of the Grant Date, Messrs. Bohr, Carr, Shaw and Baehler were granted options to purchase 24,500, 17,500, 17,500 and 7,000 shares of Common Stock, respectively, each of which will vest 50% on the second anniversary of the Grant Date and 25% on the third and fourth anniversaries of the Grant Date.

While the Board's overriding considerations in granting equity awards to executives were to create an incentive for future performance and to create a retention incentive, the Board did take into account our share overhang (that is, the stock options and RSUs outstanding, plus remaining stock options and RSUs that may be granted, as a percentage of our total outstanding shares). In granting stock options, the Board took a consistent approach of using an exercise price of $18.57 per share (which has been higher than the closing price on the date of each grant to the Named Executive Officers). This amount was based on the enterprise value of our Company established pursuant to the Reorganization Plan. The Board believed this price was appropriate to use because the grantees would only realize value to the extent our stockholders, many of whom have been our stockholders since we emerged from bankruptcy, have an opportunity to realize value above this amount. The Board and the Compensation Committee recognize, however, that to date, these options have provided no value to the recipients even though we are required to assign significant value to these grants in our summary compensation table. Consequently, the effectiveness of these options as an incentive for future performance and as a retention incentive may be diminished. The Compensation Committee may take this into consideration in determining compensation elements and amounts in future periods.

We provide certain of our Named Executive Officers with certain perquisites in order to provide a competitive total rewards package that supports retention of key talent. These include commuting and/or relocation expense reimbursement, which for Mr. Yorio is capped at an aggregate amount of $75,000 and for Mr. Bohr is capped at $22,000 per year, plus a tax gross-up on this amount. We believe these perquisites are reasonable based on the relatively small expense in relation to both executive pay and our total benefit expenditures.

We have entered into employment agreements with Messrs. Yorio, Bohr, Carr, Shaw and Baehler. The Board believes that employment agreements were necessary to attract these executives to and retain them at our company and are important to both these executives and to us in that the executive benefits from clarity of the terms of his employment, as well as protection in certain termination events, while we benefit from nondisclosure and non-competition protection, enhancing our ability to retain the services of our executives. Details of the terms of the specific employment agreements are discussed elsewhere in this proxy statement.

Through the end of fiscal 2017, Section 162(m) of the Code generally disallowed a tax deduction to public corporations for compensation over $1,000,000 for any fiscal year paid to a company's Chief Executive Officer and three most highly compensated executive officers in service as of the end of any fiscal year (other than the Chief Executive Officer and Chief Financial Officer). However, Section 162(m) provided through the end of fiscal 2017 that qualifying performance-based compensation would not be subject to the deduction limit if certain requirements were met. Neither the Board nor the Compensation Committee had a policy requiring aggregate compensation to meet the requirements for deductibility under Section 162(m).

Following the end of fiscal 2017, the U.S. Tax Cuts and Jobs Act of 2017 (the "Tax Act") repealed the qualifying performance-based compensation exception to the $1,000,000 deduction limitation. The Tax Act provided some transition relief preserving the qualifying performance-based compensation exception for certain qualifying performance-based compensation payable pursuant to a legally binding contract in place on November 2, 2017. Given the uncertain scope of such transition relief under Tax Reform, no assurance can be given that compensation payable to the Named Executive Officers in future years for past grants under the 2014 Incentive Plan will satisfy the requirements for the qualifying performance-based compensation exemption from Section 162(m) as extended through transition relief. Further, the Committee reserves the right to modify

compensation that was initially intended to be exempt from Section 162(m) if it determines that such modifications are consistent with the Company's business needs.

Under the Tax Act and starting in fiscal 2018, except to the extent preserved by transition relief, Section 162(m) will disallow a tax deduction for compensation payable to each of our Named Executive Officers (including our Chief Financial Officer) in excess of $1,000,000 in any tax year. In addition, for any officer that is a Named Executive Officer of the Company whose compensation was subject to this limitation in fiscal 2017 or any later tax year, that officer's compensation will remain subject to this annual deductibility limitation for any future tax year regardless of whether he remains a Named Executive Officer.

Summary Compensation Information. The following table sets forth the compensation earned by our Named Executive Officers:

Summary Compensation Table

Name and Principal Position	Fiscal Year	Salary ($) (1)	Bonus ($)	Stock Awards ($) (9)	Option Awards ($) (2)	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($) (3)	Total Compensation ($)
Joseph M. Yorio	2017	624,923	—	—	213,030	430,890	—	1,268,843
President and Chief	2016	611,538	36,975	1,318,668	—	668,334	—	2,635,515
Executive Officer (4)	SY2015	402,000	—	—	—	804,000	—	1,206,000
	2015	600,000	—	—	1,797,027	—	20,805	2,417,832
Ryan M. Bohr	2017	364,538	—	—	248,535	150,812	14,317	778,202
Executive Vice President and	2016	356,731	14,067	465,060	—	254,258	10,602	1,100,718
Chief Operating Officer (5)	SY2015	234,500	—	—	—	281,400	13,676	529,576
	2015	165,000	—	—	633,305	—	—	798,305
Edward J. Carr, Jr.	2017	338,500	—	—	177,525	140,039	—	656,064
Executive Vice President and	2016	331,250	13,062	262,860	—	236,096	—	843,268
Chief Sales Officer (6)	SY2015	217,750	—	—	—	261,300	—	479,050
	2015	87,500	—	—	354,055	—	—	441,555
Todd A. Shaw	2017	286,423	—	—	177,525	118,495	—	582,443
Executive Vice President and	2016	280,288	11,052	222,420	—	199,774	—	713,534
Chief Supply Chain Ofcr (7)	SY2015	184,250	—	—	—	221,100	—	405,350
	2015	188,942	—	—	304,480	—	—	493,422
Kevin L. Baehler	2017	260,385	—	—	71,010	107,723	—	439,118
Executive Vice President and	2016	254,808	8,038	—	—	145,290	—	408,136
Chief Financial Officer (8)	SY2015	167,500	—	—	—	167,500	—	335,000
	2015	290,385	50,500	—	277,266	—	—	618,152

(1) Base salary amounts reflect (a) fifty-two weeks of salary for fiscal 2017, (b) fifty-three weeks of salary for fiscal 2016; (c) thirty-five weeks of salary for short-year 2015; and (d) fifty-two weeks of salary for fiscal 2015 for the Named Executive Officers who were employed by the Company during that entire fiscal year.

(2) These amounts reflect the grant date fair value of the option awards granted during fiscal 2015 and fiscal 2017, computed in accordance with FASB ASC Topic 718, Compensation-Stock Compensation. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions. The assumptions made in valuing the option awards are included under the caption "Share-Based Compensation Expense" in Note 13 of the Notes to Consolidated Financial Statements in the Company's Fiscal 2017 Form 10-K.

(3) Consists of relocation benefits for Mr. Yorio and commuting expense reimbursement for Mr. Bohr.

(4) Mr. Yorio was appointed President and Chief Executive Officer effective April 23, 2014.

(5) Mr. Bohr joined the Company in October 2014 and was appointed as its Executive Vice President and Chief Operating Officer effective as of June 8, 2017, prior to which he served as the Company's Executive Vice President and Chief Financial Officer.

(6) Mr. Carr joined the Company as its Executive Vice President and Chief Sales Officer effective as of January 19, 2015.

(7) Mr. Shaw joined the Company in July 2014 and was appointed Executive Vice President and Chief Supply Chain Officer effective June 8, 2017, prior to which he served as the Company's Executive Vice President, Operations.

(8) Mr. Baehler has served as the Company's Executive Vice President since August 7, 2017 and Chief Financial Officer since June 8, 2017, prior to which he served as the Company's Senior Vice President and Chief Accounting Officer and Interim Chief Financial Officer.

(9) These amounts reflect the grant date fair value of the RSU awards granted during fiscal 2016, computed in accordance with FASB ASC Topic 718, Compensation-Stock Compensation. Pursuant to SEC rules, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions.

Agreements with Named Executive Officers

The Company is party to employment related agreements with each of Messrs. Yorio, Bohr, Carr, Shaw and Baehler. Material terms of these arrangements are described below.

Yorio Agreement. The Company entered into an amended and restated employment agreement with Mr. Yorio on March 23, 2016, which provides that Mr. Yorio will serve as President and Chief Executive Officer of the Company until December 29, 2018, which period shall be automatically extended on December 29, 2018 and the last day of each fiscal year thereafter until the end of the next succeeding fiscal year unless either party gives timely notice of non-extension. The terms of Mr. Yorio's employment under the employment agreement include:

- An annual base salary of $600,000, which is subject to review annually and may be increased at any time and from time to time by the Board or the compensation committee of the Board. During fiscal 2017, Mr. Yorio's annual base salary was increased to $636,000.
- Eligibility for participation in the Company's annual incentive bonus plans offered by the Company to its senior executives from time to time. Mr. Yorio's annual target cash bonus opportunity is equal to a minimum of 115% of his base salary, and is subject to annual review by the Board or compensation committee. For fiscal 2017, this amount was set at 125%.
- Rights and obligations of the Company and Mr. Yorio upon a voluntary or involuntary termination of Mr. Yorio's employment, as specified in the employment agreement.
- Obligations of Mr. Yorio to comply with confidentiality, non-competition and non-solicitation restrictions during the term of his employment and for a specified period of time thereafter.

Bohr Agreement. The Company entered into an employment agreement with Mr. Bohr on October 27, 2014, which provides that Mr. Bohr will serve as Executive Vice President and Chief Financial Officer of the Company. Effective June 8, 2017, Mr. Bohr was appointed as Executive Vice President and Chief Operating Officer. His compensation did not change in connection with the foregoing. The terms of Mr. Bohr's employment under the employment agreement include:

- An annual base salary of $330,000. During fiscal 2017, Mr. Bohr's annual base salary was increased to $371,000.
- Eligibility for participation in the Company's annual incentive bonus plans offered by the Company to its senior executives from time to time. Mr. Bohr's annual target cash bonus opportunity is equal to a minimum of 60% of his base salary, and is subject to annual review by the Board or compensation committee. For fiscal 2017, this amount was set at 75%.

- Rights and obligations of the Company and Mr. Bohr upon a voluntary or involuntary termination of Mr. Bohr's employment, as specified in the employment agreement.
- Obligations of Mr. Bohr to comply with confidentiality, non-competition and non-solicitation restrictions during the term of his employment and for a specified period of time thereafter.

Carr Agreement. The Company entered into an employment agreement with Mr. Carr on January 19, 2015, which provides that Mr. Carr will serve as Executive Vice President and Chief Sales Officer of the Company. The terms of Mr. Carr's employment under the employment agreement include:

- An annual base salary of $325,000. During fiscal 2017, Mr. Carr's annual base salary was increased to $344,500.
- Eligibility for participation in the Company's annual incentive bonus plans offered by the Company to its senior executives from time to time. Mr. Carr's annual target cash bonus opportunity is equal to a minimum of 60% of his base salary, prorated for partial years of service, and is subject to annual review by the Board or compensation committee. For fiscal 2017, this amount was set at 75%.
- Rights and obligations of the Company and Mr. Carr upon a voluntary or involuntary termination of Mr. Carr's employment, as specified in the employment agreement.
- Obligations of Mr. Carr to comply with confidentiality, non-competition and non-solicitation restrictions during the term of his employment and for a specified period of time thereafter.

Shaw Agreement. The Company entered into an employment agreement with Mr. Shaw on October 12, 2016, which provides that Mr. Shaw will continue to serve as the Company's Executive Vice President, Operations. Effective June 8, 2017, Mr. Shaw was appointed as Executive Vice President and Chief Supply Chain Officer. His compensation did not change in connection with the foregoing. The terms of Mr. Shaw's employment under the employment agreement include:

- An annual base salary of $275,000. During fiscal 2017, Mr. Shaw's annual base salary was increased to $291,500.
- Eligibility for participation in the Company's annual incentive bonus plans offered by the Company to its senior executives from time to time, with an annual target cash bonus opportunity equal to 75% of his base salary, prorated for partial years of service, and subject to annual review by the Board or compensation committee. For fiscal 2017, this amount was set at 75%.
- Rights and obligations of the Company and Mr. Shaw upon a voluntary or involuntary termination of his employment, as specified in the employment agreement.
- Obligations of Mr. Shaw to comply with confidentiality, non-competition and non-solicitation restrictions during the term of his employment and for a specified period of time thereafter.

Baehler Agreement. The Company entered into an employment agreement with Mr. Baehler on October 12, 2016, which provides that Mr. Baehler will continue to serve as the Company's Senior Vice President and Chief Accounting Officer. Effective June 8, 2017, Mr. Baehler was appointed as Senior Vice President and Chief Financial Officer. Effective August 7, 2017, Mr. Baehler's Senior Vice President title changed to Executive Vice President. His compensation did not change in connection with the foregoing. The terms of Mr. Baehler's employment under the employment agreement include:

- An annual base salary of $250,000. During fiscal 2017, Mr. Baehler's salary was increased to $265,000.
- Eligibility for participation in the Company's annual incentive bonus plans offered by the Company to its senior executives from time to time, with an annual target cash bonus opportunity equal to 50% of his base salary, prorated for partial years of service, and subject to annual review by the Board or compensation committee. For fiscal 2017, this amount was set at 75%.

- Rights and obligations of the Company and Mr. Baehler upon a voluntary or involuntary termination of his employment, as specified in the employment agreement.
- Obligations of Mr. Baehler to comply with confidentiality, non-competition and non-solicitation restrictions during the term of his employment and for a specified period of time thereafter.

Annual Incentive Compensation

The Board of Directors approved a management incentive plan under the terms of our 2014 Incentive Plan for fiscal 2017 (the "2017 Plan"), which provided an annual cash incentive to participants based on Adjusted EBITDA for fiscal 2017. Each of the Company's executive officers was a participant in the 2017 Plan. Potential payouts under the 2017 Plan were equal to a percentage of each participant's base salary based on achievement of threshold, target and maximum Adjusted EBITDA and minimum free cash flow outcomes established by the Board of Directors.

Our Adjusted EBITDA for fiscal 2017 was $53.1 million and our free cash flow was $20.1 million for fiscal 2017. Based on a straight-line interpolation of the actual Adjusted EBITDA result between threshold and target, a payout of 54.2% of target was therefore achieved. Accordingly, we paid an incentive award to the Named Executive Officers and certain other members of the leadership team for fiscal 2017 at this level. The resulting incentive payments represented 67.8% of base salary for Mr. Yorio and 40.7% of base salary for each of Messrs. Bohr, Carr, Shaw and Baehler.

Outstanding Equity Awards

Outstanding Equity Awards. The following table provides information regarding options and RSUs held at fiscal year-end by the Named Executive Officers:

Outstanding Equity Awards at December 30, 2017

	Option Awards				Stock Awards	
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#) (9)	Market Value of Shares or Units of Stock That Have Not Vested ($)
Joseph M. Yorio	171,192	57,064(1)	18.57	4/24/2024	114,128	1,900,231
	—	21,000(2)	18.57	3/13/2027	—	—
Ryan M. Bohr	60,375	20,125(3)	18.57	10/27/2024	40,250	670,163
	—	24,500(4)	18.57	3/13/2027	—	—
Edward J. Carr, Jr.	22,750	22,750(5)	18.57	1/19/2025	22,750	378,788
	—	17,500(4)	18.57	3/13/2027	—	—
Todd A. Shaw	21,000	7,000(6)	18.57	12/18/2024	19,250	320,513
	7,875	2,625(7)	18.57	9/25/2024	—	—
	—	17,500(4)	18.57	3/13/2027	—	—
Kevin L. Baehler	14,266	4,753(8)	18.57	5/22/2024	—	—
	11,984	3,997(7)	18.57	9/25/2024	—	—
	—	7,000(4)	18.57	3/13/2027	—	—

(1) This option vests in four equal installments on April 24, 2015, April 24, 2016, April 24, 2017 and April 24, 2018.

(2) This option vests in four equal installments on March 13, 2018, March 13, 2019, March 13, 2020 and March 13, 2021.

(3) This option vests as to one-half of the shares subject to the option on October 27, 2016 and as to one-fourth of the shares subject to the option on each of October 27, 2017 and October 27, 2018.

(4) This option vests as to one-half of the shares subject to the option on March 13, 2019 and as to one-fourth of the shares subject to the option on each of March 13, 2020 and March 13, 2021.

(5) This option vests as to one-half of the shares subject to the option on January 19, 2017 and as to one-fourth of the shares subject to the option on each of January 19, 2018 and January 19, 2019.

(6) This option vests as to one-half of the shares subject to the option on December 18, 2016 and as to one-fourth of the shares subject to the option on each of December 18, 2017 and December 18, 2018.

(7) This option vests as to one-half of the shares subject to the option on September 25, 2016 and as to one-fourth of the shares subject to the option on each of September 25, 2017 and September 25, 2018.

(8) This option vests as to one-half of the shares subject to the option on May 22, 2016 and as to one-fourth of the shares subject to the option on each of May 22, 2017 and May 22, 2018.

(9) Awards of restricted stock units ("RSUs") that will vest on the third anniversary of the date of grant based on the 15-day volume weighted average price of the Company's common stock ("15 Day VWAP") on the vesting date. The percentage of RSUs that will vest on the vesting date is as follows: 0% of total RSUs at a 15-day VWAP of less than $15.43; 20% of total RSUs at a 15-Day VWAP of at least $15.43 but less than $16.86; 40% of total RSUs at a 15-day VWAP of at least $16.86 but less than $18.29; 60% of total RSUs at a 15-day VWAP of at least $18.29 but less than $19.71; 80% of total RSUs at a 15-day VWAP of at least $19.71 but less than $21.14, and 100% of total RSUs at a 15-day VWAP of at least $21.14. Any RSUs that vest will be settled in shares of common stock on a 1-for-1 basis.

Option Exercises. There were no options to acquire Common Stock exercised during fiscal 2017 by the Named Executive Officers.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

Potential Payments upon Termination without Cause or for Good Reason or Non-Renewal by the Company

Under the employment agreements in effect for Messrs. Yorio, Bohr, Carr, Shaw and Baehler, upon termination of his employment without cause or for good reason (as defined in his employment agreement), or, in the case or Mr. Yorio, due to non-renewal of his employment agreement by the Company, the executive shall have the right to receive (i) payment of any unpaid base salary, (ii) payment of any accrued but unpaid time-off, consistent with the Company's policy related to carryovers of unused time, (iii) payment of all vested benefits under any benefit plans in accordance with the terms of such plans, (iv) reimbursement of expenses (we refer to (i)-(iv) as the "Accrued Obligations"), and (v) severance payments consisting of 12 months of base salary continuation (contingent upon the execution and delivery of a release of all employment-related claims, and expiration of the statutory rescission period for such release), a pro-rated annual incentive bonus payment for the fiscal year in which termination occurs based on actual performance-based bonus attainments for such fiscal year in a lump sum, and to the extent it does not result in a tax or penalty on the Company, reimbursement for that portion of the premiums paid by the executive to obtain COBRA continuation health coverage. Had the employment of Mr. Yorio, Mr. Bohr, Mr. Carr, Mr. Shaw or Mr. Baehler been terminated without cause or for good reason on the last business day of fiscal 2017, they would have been entitled to a severance payment of $1,066,890, $521,812, $484,539, $409,995 and $372,723, respectively, paid in accordance with the schedule above, in addition to the Accrued Obligations.

Potential Payments upon Termination for Cause

Upon termination for cause, each of the executives is entitled to receive the Accrued Obligations.

Potential Payments upon Retirement, Death or Disability

Under the employment agreement in effect for Messrs. Yorio, Bohr, Carr, Shaw and Baehler, upon termination of his employment by death or disability (as defined in his employment agreement), the executive shall have the right to receive the Accrued Obligations, and provided that the executive or a representative of his estate executes and delivers an irrevocable release of all employment-related claims against the Company, a pro-rated annual incentive bonus payment for the fiscal year in which termination occurs based on actual performance-based bonus attainments for such fiscal year in a lump sum. The executives are not eligible for any additional benefits upon retirement. Had the executive's employment been terminated for any of these reasons on the last business day of fiscal 2017, they would have been entitled to a payment of $430,890, $150,812, $140,039, $118,495 and $107,723, respectively, in addition to the Accrued Obligations.

Potential Payments upon Termination by the Executive, Expiration or Non-Renewal by the Executive

Under the employment agreement in effect for Messrs. Yorio, Bohr, Carr, Shaw and Baehler, upon termination of his employment by him or, in the case or Mr. Yorio, due to non-renewal of his employment agreement by him, he shall have the right to receive the Accrued Obligations.

Potential Payments upon a Change in Control

Our employment agreements with Messrs. Yorio, Bohr, Carr, Shaw and Baehler do not provide for any rights upon a change in control. Pursuant to our stock option agreements in effect for Messrs. Yorio, Bohr, Carr, Shaw and Baehler, any unvested portion of their stock options will vest upon a change in control. Pursuant to our restricted stock unit agreements in effect for Messrs. Yorio, Bohr, Carr and Shaw, in the event of a change of control prior to the vesting date, a percentage of the RSUs will vest in accordance with the previously described vesting schedule, except that the change of control price will be substituted for the 15 Day VWAP to determine the number of RSUs that shall vest upon such change of control. Had a change of control occurred on the last business day of fiscal 2017 at the closing price of our common stock on that date, the Named Executive Officers would not have realized any value for their options and would have realized the following value for their RSUs: Mr. Yorio–$380,046; Mr. Bohr–$134,033; Mr. Carr–$75,758; and Mr. Shaw–$64,109.

NON-EMPLOYEE DIRECTOR COMPENSATION

In fiscal 2017, non-employee directors received the following compensation:

Name	Fees Earned or Paid in Cash ($) (1)	Total ($)
James R. Henderson	170,122	170,122
Gus D. Halas	162,378	162,378
Justin Lu (2)	147,500	147,500
Andrew E. Schultz	150,000	150,000

(1) For fiscal 2017, each non-employee member of the board of directors received an annual cash retainer equal to $135,000. The Chairman of the Board of Directors, the Chairman of the Audit Committee, the Chairman of the Compensation Committee and the Chairman of the Governance/Nominating Committee received an additional annual cash retainer equal to $50,000, $15,000, $12,500 and $12,500, respectively. Each of these retainers will continue to be paid in four equal quarterly installments.

(2) In accordance with his employer's policy, the retainer payable to Mr. Lu was paid directly to his employer.

COMPENSATION COMMITTEE REPORT

The Compensation Committee of the Board of Directors of the Company has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with the management of the Company and, based on such review and discussions, the Compensation Committee has recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this Proxy Statement and, through incorporation by reference from this Proxy Statement, the Company's Fiscal 2017 Form 10-K.

The Compensation Committee:

Justin Lu, Chairman
Gus D. Halas
Scott P. Scharfman
Andrew E. Schultz

CEO PAY RATIO

As a result of the recently adopted rules under the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 402(u) of Regulation S-K, the SEC requires disclosure regarding the relationship of the annual total compensation of the Company's employees and the annual total compensation of Mr. Yorio as the Company's Chief Executive Officer. The CEO Pay Ratio included in this information is a reasonable estimate calculated in accordance with Item 402(u) of Regulation S-K.

For fiscal 2017, the median of the annual total compensation of the Company's employees (other than Mr. Yorio) was $42,800. The annual total compensation of Mr. Yorio, as reflected in the Summary Compensation Table, was $1,268,843. This yields a CEO Pay Ratio of 30:1.

We identified our median employee based on the base salary plus both incentive compensation earned in 2017 and overtime actually paid during fiscal year 2017 to all members of our workforce (including full-time, part-time and seasonal employees), other than our CEO, who were employed on December 30, 2017.

In determining the employee population from which we identified the median employee, we excluded the approximately 46 employees who were employed by Premier School Agendas, Ltd., a wholly-owned Canadian subsidiary of School Specialty, Inc.

For purposes of determining the base salary plus overtime actually paid, we included the amount of base salary the employee received during the year, and the amount of overtime the employee received during the year. We included adjustments for annualizing the pay for any permanent full-time employees who were employed by us for only part of the year. Once we identified our median employee, we then determined that employee's annual total compensation, including any perquisites and other benefits, in the same manner that we determine the annual total compensation of our named executive officers for purposes of the Summary Compensation Table disclosed above.

PROPOSAL TWO: ADVISORY RESOLUTION ON NAMED EXECUTIVE OFFICER COMPENSATION

The Dodd-Frank Wall Street Reform and Consumer Protection Act, which was enacted in July 2010, and the applicable SEC rules require the Company to provide its stockholders with the opportunity to vote to approve, on a nonbinding, advisory basis, the compensation of our Named Executive Officers as disclosed in this Proxy Statement in accordance with the SEC's compensation disclosure rules.

Section 14A of the Exchange Act requires that, at least once every six years, the company submit for an advisory stockholder vote a proposal on the frequency of the stockholder vote on executive compensation. A proposal on the frequency of the stockholder vote on executive compensation was last submitted to stockholders at the 2017 Annual Meeting of Stockholders, at which time stockholders expressed a non-binding preference for an annual frequency. Subsequently, the Board of Directors of the Company determined to hold an advisory vote on executive compensation annually.

The vote on this resolution is not intended to address any specific element of compensation. Rather, the vote relates to the compensation of our Named Executive Officers as described in this Proxy Statement in accordance with the compensation disclosure rules of the SEC. The vote is advisory, meaning that the results are not binding on the Company or the Board of Directors. However, the Board will take into account the outcome of the vote when considering future executive compensation arrangements.

Accordingly, the Company asks that stockholders approve the following resolution at the Annual Meeting:

"RESOLVED, that the compensation paid to School Specialty's Named Executive Officers, as disclosed pursuant to Item 402 of Regulation S-K, including the compensation tables and narrative discussion, is hereby approved."

The Board of Directors unanimously recommends a vote FOR approval of the compensation of our Named Executive Officers, as disclosed in this Proxy Statement.

PROPOSAL THREE: APPROVAL OF THE AMENDMENT TO INCREASE THE NUMBER OF SHARES AVAILABLE UNDER THE 2014 INCENTIVE PLAN OF SCHOOL SPECIALTY, INC.

The Board is recommending that the number of shares available for grant under our 2014 Incentive Plan (the "Plan") be increased to ensure the Company has sufficient shares available for its long-term incentive programs. Specifically, the Board is seeking stockholder approval of an amendment to increase the maximum number of shares authorized for issuance under the Plan by 700,000 shares.

On April 9, 2018, the Board approved this amendment, subject to stockholder approval. If stockholder approval is received, the Plan will be amended and restated to incorporate the amendment. The amendment will not be implemented unless stockholder approval is received.

In adopting the proposed amendment and requesting stockholder approval, the Board and Compensation Committee considered the Company's historical grant practices and current and future dilution levels. The Compensation Committee's compensation consultant hired for fiscal 2018 assisted in the assessment. The Board recommends this proposal because it is designed to attract, retain and motivate its directors, employees or consultants, and to further align the interests of such persons with those of the stockholders of the Company by providing for or increasing the proprietary interest of such persons in the Company.

At the same time the Board adopted the proposed amendment, it also amended the Plan to make certain administrative changes for which it is not seeking stockholder approval. The Plan was also updated to reflect updated share limits for certain awards that were adjusted as a result of the Company's seven-for-one stock split, which was effective August 15, 2017. The complete text of the Plan reflecting these administrative changes, as well as the amendment to increase the number of shares for which stockholder approval is being requested, is attached as Appendix A to this proxy statement. The following description is a summary of the material features of the Plan and the proposed amendment.

Plan Background

The Plan was adopted by the Board of Directors and approved by the Company's stockholders in 2014.

Administration

The Plan is administered by the Board of Directors or a committee thereof (the "Administrator"). The Administrator, in its discretion, may designate the Secretary of the Company or other Company employees to assist the Administrator in the administration of agreements or other documents evidencing awards made under the Plan or other documents entered into under the Plan on behalf of the Administrator or the Company.

Eligibility and Awards Available under the Plan

Eligible persons include any person who is a director, employee or consultant of the Company as determined, in its discretion and for purposes only of the Plan, by the Administrator. Such eligible persons shall be eligible to receive the following awards under the Plan: nonqualified stock options ("NSOs"), incentive stock options ("ISOs"), restricted stock, restricted stock units ("RSUs"), stock appreciation rights ("SARs") and incentive bonuses. The Administrator is responsible for determining what type or types of awards are to be made to each participant. The terms, conditions and limitations applicable to each award, including vesting requirements, will be set forth in the related award agreement.

Shares Reserved under the Plan

The Plan currently provides that the aggregate number of shares of Common Stock that may be issued under the Plan pursuant to the exercise of options, including ISOs and NSOs, the payment of incentive bonuses, the

grant of restricted stock, and pursuant to the settlement of RSUs, is 1,050,000 shares of Common Stock, subject to adjustments required under the Plan. If the proposed amendment is approved, the maximum number of shares available for issuance, subject to adjustment in the event of certain corporate transactions, would be increased by 700,000 shares to 1,750,000 shares of Common Stock.

Options

Under the Plan, an option to purchase shares of Common Stock is specified as either an ISO or an NSO. ISOs, which are designed to meet the requirements of Section 422 of the Code, receive special federal income tax treatment if all the applicable Code requirements are satisfied. NSOs are options that do not meet the special rules for ISOs. The aggregate fair market value of the Common Stock with respect to which ISOs are exercisable for the first time by any participant during any calendar year under the Plan will not exceed $100,000 or any lower limit set by the Code from time to time.

The exercise price of each option granted under the Plan will be determined by the Administrator and will be equal to or greater than 100% of the "fair market value" of the Common Stock on the date the option is granted. The term "fair market value" means (a) the average of the closing bid and asked prices of the Common Stock on the OTCQB Marketplace as reported in any commonly accepted electronic medium or other authoritative source on the indicated date, or (b) if no sales of Common Stock were made in said marketplace on that date, "fair market value" means the average of the closing bid and asked prices of Common Stock as reported for the most recent preceding day on which sales of Common Stock were made on said marketplace; provided, however, if the aggregate trading volume of shares of Common Stock on the OTCQB Marketplace or such other exchange or inter-dealer quotation system during the five trading days preceding the indicated date is less than one percent of the total number of shares outstanding on that date, "fair market value" means such other fair market value as the Administrator may determine in conformity with pertinent law and regulations of the U.S. Treasury Department.

An option may be exercised in the amounts, and at the times, specified in the related option agreement. Except as described below or as otherwise determined by the Administrator, no option granted to a participant may be exercised unless that participant is then rendering services to School Specialty on the date of exercise, has been continuously so rendering services to School Specialty since the date of grant, and has satisfied the necessary performance requirements, if applicable. Except as otherwise permitted by the Administrator, an option may be exercised by a participant through delivery of payment of the full exercise price to the Company and execution of all necessary and appropriate documentation provided under the option agreement. No option may be exercised after the expiration of 10 years after the date of grant. Every option which has not been exercised within 10 years of its date of grant will lapse upon the expiration of the 10-year period, unless it has lapsed at an earlier date as determined by the Administrator. The Administrator may delay the issue or delivery of shares under the Plan until certain registration issues, if any, relating to the shares have been resolved.

Except as otherwise provided by the Administrator at the time of grant, the vesting and exercise of an option following the termination of employment or service shall be as follows under the circumstances described below.

- Any participant who ceases to be an employee, director or consultant of the Company due to disability, as that term is defined under the Plan, will become fully vested in all options granted to the participant and will have one year from the date of such cessation to exercise any options.
- In the event of the death of a participant who is still an employee, director or consultant of the Company, any option granted to such person will be exercisable for one year after the participant's death by (i) the deceased participant's designated beneficiary, or (ii) if the deceased participant dies without a surviving designated beneficiary, by the personal representative, Administrator, or other representative of the estate of the deceased participant, or (iii) by the person or persons to whom the deceased participant's rights under the option shall pass by will or laws of descent and distribution. Unvested options held by the participant at the time of death do not become vested as a result of the participant's death.

- If a participant ceases to be an employee, director or consultant for any other reason except termination for cause, then any option granted to such participant shall be exercisable for three months after such cessation, provided that the participant has the present right to exercise such option.
- If a participant ceases to be an employee, director or consultant because of termination for cause, to the extent an option is not effectively exercised prior to such cessation, it will lapse immediately upon cessation.

Restricted Stock and Restricted Stock Units

Restricted stock is an award of Common Stock. An RSU is a bookkeeping entry granting a participant the right to a share of Common Stock or cash in the future. Restricted stock may not be sold, assigned, conveyed, donated, pledged, transferred or otherwise disposed of or encumbered for the period determined by the Administrator. The Administrator will determine the conditions under which the restricted stock or RSUs will vest, including the satisfaction of performance criteria or the continuation of employment or services for the Company.

Except as determined otherwise by the Administrator at the time of grant, if a participant ceases to be an employee, director or consultant of the Company for any reason, all restricted stock and unvested RSUs held by such participant shall be forfeited to the Company. Generally, participants have the right to vote their restricted stock and the right to receive all dividends paid on it, but the Administrator may limit these rights in its discretion. A participant holding RSUs will have no rights as a stockholder with respect to the shares of Common Stock distributable with respect to those RSUs until such shares are so distributed.

Each participant who holds RSUs will be entitled to receive from the Company one share of Common Stock for each RSU as of the vesting date, unless, as determined by the Administrator at the time of grant, the Company is entitled to settle its obligation to deliver shares at vesting by instead making a cash payment substantially equal to the fair market value of the shares as of the vesting date. Except as otherwise provided by the Administrator, a participant who holds RSUs will not be entitled to receive any dividends, dividend equivalents, or other distributions paid with respect to the shares.

Stock Appreciation Rights

SARs, or stock appreciation rights, are the right to receive, upon exercise, the difference between the fair market value of a share of Common Stock on the date of exercise, and the grant value of each SAR. The grant value of each SAR will be in all cases equal to or greater than the fair market value of the Common Stock on the date of grant, as set forth in the applicable award agreement. An SAR agreement will provide for the amount and times a participant may exercise an SAR, which will be exercisable by a participant giving written notice of exercise to the Secretary of the Company. An SAR will entitle the participant to receive from the Company the difference between the fair market value on the date of exercise and the grant value, multiplied by the number of SARs exercised (which we refer to as the "spread"), which will be paid in cash. No SAR may be exercised after the expiration of 10 years after the date of grant.

Except as otherwise provided by the Administrator at the time of grant, the vesting and exercise of an SAR following a termination of employment or service shall be as follows under the circumstances described below.

- Any participant who ceases to be an employee, director or consultant of the Company due to disability, as that term is defined under the Plan, will become fully vested in all SARs held by the participant and have one year from the date of such cessation to exercise any SARs.
- In the event of the death of a participant who is still an employee, director or consultant of the Company, any SAR granted to such person will be exercisable for one year after the participant's death by (i) the deceased participant's designated beneficiary, or (ii) if the deceased participant dies without a

surviving designated beneficiary, by the personal representative, Administrator, or other representative of the estate of the deceased participant, or (iii) by the person or persons to whom the deceased participant's rights under the SAR shall pass by will or laws of descent and distribution. Unvested SARs held by the participant at the time of death do not become vested as a result of the death.

- If a participant ceases to be an employee, director or consultant for any other reason except termination for cause, then any SAR granted to such participant shall be exercisable for three months after such cessation, provided that the participant has the present right to exercise such SAR.
- If a participant ceases to be an employee, director or consultant because of termination for cause, to the extent an SAR is not effectively exercised prior to such cessation, it will lapse immediately upon cessation.

Incentive Bonuses

Each award of an incentive bonus will confer upon the participant the opportunity to earn a future payment tied to the level of achievement with respect to one or more performance criteria established for a performance period of one year or greater. The terms of any grant of an incentive bonus shall be confirmed by the execution of an incentive bonus agreement, which will contain provisions regarding: (a) the target and maximum amount payable to the participant as an incentive bonus; (b) the performance criteria and level of achievement versus these criteria that will determine the amount of such payment; (c) the term of the performance period as to which performance will be measured for determining the amount of any payment; (d) the timing of any payment earned by virtue of performance; (e) restrictions on the alienation or transfer of the incentive bonus prior to actual payment; (f) forfeiture provisions; and (g) such further terms and conditions, not inconsistent with the Plan, as the Administrator may determine. The Administrator will establish performance criteria and level of achievement versus these criteria that will determine the target and maximum amount payable under an award of an incentive bonus, which criteria may be based on financial performance, personal performance evaluations, or both.

Qualifying Performance Criteria

Qualifying performance criteria will be any one or more of the following performance criteria, either individually, alternatively or in any combination, applied to either the Company as a whole or to a business unit or subsidiary, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, in each case as specified by the Administrator in the award: cash flow; earnings per share; EBITDA (earnings before interest, taxes, depreciation and amortization); Adjusted EBITDA (operating profit adjusted to exclude non-cash expenses of depreciation, amortization, pension expense, stock compensation expense and management incentive plan provisions); return on equity; total stockholder return; return on capital; return on assets or net assets; revenue or sales; income or net income; operating income or net operating income; operating profit or net operating profit; operating margin; return on operating revenue; market share; share price; and average working capital as a percentage of sales. The Administrator may specify any reasonable definition of the above criteria at the time it sets the goals for an award.

Adjustments

In the event of certain changes in the capital structure of the Company, the Administrator is required to make appropriate adjustments to outstanding awards. Any adjustment, waiver, conversion or other action taken by the Administrator will be conclusive and binding on all participants and all other persons.

Corporate Transactions or Changes of Control

Merger, Consolidation or Reorganization. In the event of a merger, consolidation or reorganization with another corporation in which the Company is not the surviving corporation or such similar transaction involving

the Company in which the Common Stock ceases to be publicly traded and subject to the approval of the Board of Directors, or the Board of Directors of any corporation assuming the obligations of the Company, the Administrator may take action regarding outstanding and unexercised awards pursuant to either of the following: (1) the Administrator may make an appropriate provision to protect a stock-based award by substitution on an equitable basis of appropriate shares of the surviving or related corporation, provided that, for options or SARs, the excess of the aggregate fair market value of the shares subject to such award immediately before such substitution over the exercise price of the grant value thereof, if any, is not more than the excess of the aggregate fair market value of the substituted shares made subject to such award immediately after such substitution over the exercise price thereof; or (2) the Administrator may cancel such award. In the event an option or SAR is canceled, the Company or the corporation assuming the obligations of the Company, will pay the participant an amount of cash equal to the excess of the value, as determined by the Administrator, of property received by the holder of a share as a result of such event over the exercise price of such option or grant value of such SAR, multiplied by the number of shares subject to such option or the number of SARs. In the event any other award is canceled, the Company, or the corporation assuming the obligations of the Company, will pay the participant an amount in cash or stock, based upon the value, as determined by the Administrator, of the property received by the holder of a share as a result of such event. Except as otherwise provided by the Administrator, determination of any payment for an award that is subject to qualifying performance criteria shall be based upon achievement at the target level of performance.

Effect of Change in Control upon Certain Awards. Except as otherwise determined by the Administrator, or except where a participant's entitlement to an award is subject to qualifying performance criteria, upon a participant's involuntary termination of employment without cause or voluntary termination of employment for good reason within 12 months following a change in control, as that term is defined in the Plan, all awards will become fully vested, and for options and SARs, immediately exercisable. In the case of an award under which a participant's entitlement to such award is subject to achievement of qualifying performance criteria, except as otherwise determined by the Administrator, upon the occurrence of a change in control, the participant shall be deemed to have satisfied such criteria at the target level of performance and such award shall continue to vest based upon the time-based service vesting criteria, if any to which the award is subject.

Transferability

Unless the agreement or other document expressly states an award is transferable, no award granted under the Plan, nor any interest in such award, may be sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred for value in any manner prior to the vesting or lapse of any and all restrictions applicable thereto, other than by will or the laws of descent and distribution or pursuant to a "domestic relations order," as defined in the Code.

Termination and Amendment

Unless the Plan is terminated earlier, no award will be granted after the 10-year anniversary of the effective date of the Plan. The Board of Directors may terminate the Plan or make such modifications or amendments to the Plan as it deems advisable, including, but not limited to, such modifications or amendments as it deems advisable in order to conform with any law or regulation applicable to the Plan; provided, however, that the Board of Directors may not, without further approval of a majority of the shares of Common Stock voted at any meeting of stockholders at which a quorum is present and voting, adopt any amendment to the Plan for which stockholder approval is required under tax, securities or any other applicable law or the listing standards of such exchange or interdealer quotation system on which shares are listed. Except as otherwise provided in the Plan, the Administrator may amend an outstanding award or individual award agreement; provided, however, that the participant's consent to such action will be required unless the Administrator determines that the action, taking into account any related action, (i) would not materially and adversely affect the participant, or (ii) where applicable, is required in order for the participant to avoid becoming subject to penalties and/or interest under Section 409A of the Code. The Administrator may also modify or amend the terms of any award granted under

the Plan for the purpose of complying with, or taking advantage of, income or other tax or legal requirements or practices of foreign countries which are applicable to participants. The Administrator may not reduce the exercise price of any outstanding Option or SAR, whether through amendment, cancellation and replacement grants, or any other means without stockholder approval, except as specifically authorized under the Plan.

Forfeiture

The Company shall have the right to require any participant to forfeit and return to the Company any award made to the participant pursuant to the Plan (or amounts realized thereon) consistent with any recoupment policy maintained by the Company under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any Securities and Exchange Commission rule.

Federal Income Tax Consequences

Incentive Bonuses. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a participant the amount of any tax which it believes is required as a result of the payment of an incentive bonus.

Options and SARs. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a participant the amount of any tax which it believes is required as a result of the grant, vesting or exercise of any option or SAR. The Company may defer making delivery with respect to shares of Common Stock obtained pursuant to exercise of any option until arrangements satisfactory to it have been made with respect to any such withholding obligations. Except as otherwise provided by the Administrator, a participant exercising an option may, at his or her election, satisfy his or her obligation for payment of required withholding taxes by having the Company retain a number of shares of Common Stock having an aggregate value (based on the fair market value per share on the business day immediately preceding the date the option is exercised) equal to the amount of the required withholding tax.

Restricted Stock. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a participant the amount of any tax which it believes is required as a result of the issuance of or lapse of restrictions on restricted stock, and the Company may defer the delivery of any shares or share certificates until arrangements satisfactory to the Administrator shall have been made with respect to any such withholding obligations. Except as otherwise provided by the Administrator, a participant may, at his or her election, satisfy his or her obligation for payment of required withholding taxes with respect to restricted stock by delivering to the Company a number of shares which were restricted stock upon the lapse of restrictions, or shares already owned, having an aggregate value (based on the fair market value per share on the business day immediately preceding the date the shares are withheld) equal to the amount of the required withholding tax.

Restricted Stock Units. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a participant the amount of any tax which it believes is required as a result of the grant or vesting of any RSUs or the distribution of any shares or cash payments with respect to RSUs, and the Company may defer making delivery of shares with respect to RSUs until arrangements satisfactory to the Administrator have been made with respect to any such withholding obligations. Except as otherwise provided by the Administrator, a participant who holds RSUs may, at his or her election, satisfy his or her obligation to pay the required withholding taxes by having the Company withhold from the number of shares distributable, if any, a number of shares having an aggregate value (based on the fair market value per share on the business day immediately preceding the date the shares are withheld) equal to the amount of the required withholding tax.

NEW PLAN BENEFITS

2014 INCENTIVE PLAN

The awards that may be granted under the Plan in future periods are not yet determinable. Therefore, it is not possible to determine with certainty the dollar value or number of shares of Common Stock that will be issued under the Plan as a result of this proposal.

Following the date of this proxy statement but prior to the date of the 2018 Annual Meeting, the Board of Directors intends to adopt a management incentive plan under the terms of the Plan with similar award opportunities to the plan adopted for fiscal 2017, with the purpose of providing a cash incentive program for the leadership of the Company. During the same period, the Compensation Committee intends to grant equity awards to members of the Company's senior management pursuant to the Plan. The size and terms of these amounts have not been determined as of the date of this proxy statement.

The following table sets forth the awards granted under the Plan in fiscal 2017 to (i) each of our named executive officers, (ii) all executive officers as a group, (iii) all non-employee directors as a group and (iv) all employees other than executive officers as a group.

Name and Position	Number of Shares Subject to Options	Number of RSUs	Non-Equity Incentive Plan Compensation
Joseph M. Yorio President and Chief Executive Officer, Director	21,000	—	$ 430,890
Ryan M. Bohr Executive Vice President and Chief Operating Officer	24,500	—	$ 150,812
Edward J. Carr, Jr. Executive Vice President and Chief Sales Officer	17,500	—	$ 140,039
Todd A. Shaw Executive Vice President and Chief Supply Chain Officer	17,500	—	$ 118,495
Kevin L. Baehler Executive Vice President and Chief Financial Officer	7,000	—	$ 107,723
Executive Group	87,500	—	$ 947,959
Non-Executive Director Group	—	—	—
Non-Executive Officer Employee Group	143,500	—	$ 1,363,837

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth certain information as of December 30, 2017 regarding shares of our Common Stock outstanding and available for issuance under our Plan. Under the Plan, we may grant stock options and other awards from time to time to directors, employees, and consultants of the Company and its subsidiaries.

Plan Category	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	(c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in First Column)
Equity compensation plans approved by security holders (1)	914,634(2)	$ 18.57	135,366
Equity compensation plans not approved by security holders	—	—	—

(1) Subject to adjustments required under the Plan, the aggregate number of shares of Common Stock that may be issued under the Plan pursuant to the exercise of options, including ISOs and NSOs, the payment of incentive bonuses, the grant of restricted stock, and pursuant to the settlement of RSUs, is 1,050,000 shares of Common Stock. No individual will be eligible to receive during any calendar year (a) options for more than an aggregate of 350,000 shares or (b) more than 175,000 shares of restricted stock and RSUs in the aggregate that are subject to vesting based on qualifying performance criteria. Additionally, School Specialty will issue no more than 1,050,000 shares subject to ISOs under the Plan.

(2) Amount consists of 718,256 options outstanding and 196,378 RSUs outstanding. The weighted-average exercise price in column (b) does not take the awards of RSUs into account. Awards of RSUs will vest in accordance with footnote 9 to the Outstanding Equity Awards at Fiscal Year End table.

The Board of Directors unanimously recommends a vote FOR approval of the amendment to increase the number of shares available under the 2014 Incentive Plan of School Specialty, Inc.

PROPOSAL FOUR: RATIFICATION OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Subject to ratification by the stockholders at the Annual Meeting, the Audit Committee has appointed Grant Thornton LLP ("Grant Thornton"), an independent registered public accounting firm, to audit the consolidated financial statements of School Specialty for the fiscal year ending December 29, 2018. Representatives of Grant Thornton will be present at the Annual Meeting to make any statement they may desire and to respond to appropriate questions from stockholders. If stockholders do not ratify the appointment of Grant Thornton, the selection of our independent registered public accounting firm will be reconsidered by the Audit Committee.

On August 11, 2017 (the "Dismissal Date"), the Company dismissed Deloitte & Touche LLP ("Deloitte") as the Company's independent registered public accounting firm. The Audit Committee recommended and approved the dismissal of Deloitte. The reports of Deloitte on the consolidated financial statements of the Company for fiscal 2016, short year 2015 and fiscal 2015 did not contain an adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope, or accounting principles. During fiscal 2016, short year 2015 and fiscal 2015, and through the Dismissal Date, there were no disagreements with Deloitte on any matter of accounting principles or practices, financial statement disclosures, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Deloitte, would have caused it to make reference thereto in its reports on the financial statements of the Company for such years. During fiscal 2016, short year 2015 and fiscal 2015, and through the Dismissal Date, there were no "reportable events" as defined under Item 304(a)(1)(v) of Regulation S-K, except with respect to the disclosure of a material weakness in internal control over financial reporting.

As disclosed in the Annual Report on Form 10-K for fiscal 2015, the Company reported a material weakness over financial reporting that was related to the design of controls over non-routine accounting, which did not establish sufficient segregation of duties between analyzing non-routine accounting matters and performing sufficient detailed reviews of the analysis and accounting conclusions. To remediate the material weakness, the Company enhanced its controls over review of non-routine accounting matters, including providing for additional levels of review and enhancing the documentation of conclusions reached for any non-routine transactions. Based on the foregoing, Company's management concluded that the previously identified material weakness was remediated in the Company's short year 2015. Deloitte's audit of the Company's internal control over financial reporting concluded that the Company maintained, in all material respects, effective internal control over financial reporting as of the short year ended December 26, 2015.

Also, on August 11, 2017, the Audit Committee recommended and approved the selection of Grant Thornton, effective immediately, as the Company's new independent registered public accounting firm. The change was subject to the completion of Grant Thornton's client acceptance procedures and execution of an engagement letter, which were completed on September 1, 2017. During fiscal 2016, short year 2015 and fiscal 2015, and through August 11, 2017, neither the Company, nor anyone on its behalf, consulted Grant Thornton regarding either (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the financial statements of the Company and neither a written report nor oral advice was provided to the Company that Grant Thornton concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing, or financial reporting issue; or (ii) any matter that was the subject of a "disagreement" (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) or a "reportable event" (as described in Item 304(a)(1)(v) of Regulation S-K).

The Board of Directors unanimously recommends a vote FOR ratification of Grant Thornton as our independent registered public accounting firm for the fiscal year ending December 29, 2018.

AUDIT COMMITTEE REPORT

In accordance with its written charter, the Audit Committee oversees all accounting and financial reporting processes and the audit of our financial statements. The Audit Committee assists the Board of Directors in fulfilling its responsibility to our stockholders, the investment community and governmental agencies relating to the quality and integrity of our financial statements and the qualifications, independence and performance of our independent registered public accounting firm. During fiscal 2017, the Audit Committee met three times and took one action by written consent.

Independent Registered Public Accounting Firm Independence and Fiscal 2017 Audit. In discharging its duties, the Audit Committee obtained from Grant Thornton, our independent registered public accounting firm for the fiscal 2017 audit, a formal written statement describing all relationships between Deloitte and us that might bear on Grant Thornton's independence in accordance with the applicable requirements of the Public Company Accounting Oversight Board. In addition, the Audit Committee discussed with Grant Thornton any relationships that may impact Grant Thornton's objectivity and independence and satisfied itself as to Grant Thornton's independence. The Audit Committee also independently discussed with management and Grant Thornton the quality and adequacy of School Specialty's internal controls, and reviewed with Grant Thornton its audit plans, audit scope and identification of audit risks.

The Audit Committee discussed and reviewed with Grant Thornton all communications required by generally accepted auditing standards, including those described in PCAOB AS 1301, "Communications with Audit Committees," and, with and without management present, discussed and reviewed the results of Grant Thornton's fiscal 2017 audit of the financial statements.

Fiscal 2017 Financial Statements. The Audit Committee separately reviewed and discussed our audited financial statements and management's discussion and analysis of financial condition and results operations ("MD&A") as of December 30, 2017 and for the fiscal year ended December 30, 2017 with management and Grant Thornton. Management has the responsibility for the preparation of our financial statements and the independent registered public accounting firm has the responsibility for the examination of those statements.

Based on the above-mentioned review, and discussions with management and Grant Thornton, the Audit Committee recommended that the Board approve the inclusion of our audited financial statements and MD&A in our Fiscal 2017 Form 10-K for filing with the SEC.

Fees Paid to Grant Thornton and Deloitte. The following tables present fees for audit services rendered by Grant Thornton and Deloitte for the audit of the Company's annual consolidated financial statements for fiscal 2016 and fiscal 2017, as applicable, and fees billed by Grant Thornton and Deloitte for other services rendered during the applicable periods:

Type of Fees – Deloitte	Fiscal 2016
Audit Fees	$831,000
Audit-Related Fees	38,000
Tax Fees	82,686
All Other Fees	—
Total	$951,686

Type of Fees – Grant Thornton	Fiscal 2017
Audit Fees	$720,875
Audit-Related Fees	—
Tax Fees	—
All Other Fees	—
Total	$720,875

In the above tables, "audit fees" are fees the Company paid Grant Thornton and Deloitte, as applicable, for professional services for the audit of the Company's consolidated financial statements included in its annual report on Form 10-K and the review of financial statements included in its quarterly reports on Form 10-Q, or for services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements. "Audit-related fees" are fees billed by Grant Thornton and Deloitte, as applicable, for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements. Audit-related services for fiscal 2016 included services primarily related to the Company's registration statement on Form S-1. "Tax fees" are fees for tax compliance, tax advice and tax planning. Tax-related services for fiscal 2017 and fiscal 2016 included tax return preparation and consulting.

The Audit Committee pre-approves all audit and non-audit work, including tax compliance and tax consulting, performed by Grant Thornton and Deloitte, as applicable.

In performing all of the functions described above, the Audit Committee acts only in an oversight capacity. In its oversight role, the Audit Committee relies on the work and assurances of the Company's management, which has the primary responsibility for the Company's financial statements and reports and internal control over financial reporting, and of the independent auditors, who, in their report, express an opinion on the conformity of the Company's annual financial statements to accounting principles generally accepted in the United States.

The Audit Committee:

Andrew E. Schultz, Chairman
James R. Henderson
Gus D. Halas
Justin Lu

OTHER MATTERS

Although management is not aware of any other matters that may come before the Annual Meeting, if any such matters should be presented, the persons named in the enclosed proxy card intend to vote in accordance with their best judgment.

SUBMISSION OF STOCKHOLDER PROPOSALS

In accordance with our Bylaws, nominations, other than by or at the direction of the Board of Directors, of candidates for election as directors at the 2019 Annual Meeting of Stockholders must be submitted to us no earlier than January 13, 2019 and no later than March 14, 2019. Any other stockholder proposed business to be brought before the 2019 Annual Meeting of Stockholders must be submitted to us no later than March 14, 2019. Stockholder proposed nominations and other stockholder proposed business must be made in accordance with our Amended and Restated By-Laws which provide, among other things, that stockholder proposed nominations must be accompanied by certain information concerning the nominee and the stockholder submitting the nomination, and that stockholder proposed business must be accompanied by certain information concerning the proposal and the stockholder submitting the proposal. To be considered for inclusion in the proxy statement solicited by the Board of Directors, stockholder proposals for consideration at the 2019 Annual Meeting of Stockholders of School Specialty must be received by us at our principal executive offices, W6316 Design Drive, Greenville, Wisconsin, 54942 on or before December 28, 2018. Proposals should be directed to Ms. Amy Coenen, Assistant Secretary. To avoid disputes as to the date of receipt, it is suggested that any stockholder proposal be submitted by certified mail, return receipt requested.

Stockholders may obtain a free copy of our Fiscal 2017 Form 10-K for the fiscal year ended December 30, 2017 by sending a request in writing to Ms. Amy Coenen, Assistant Secretary, School Specialty, Inc., W6316 Design Drive, Greenville, Wisconsin, 54942.

By Order of the Board of Directors,

Joseph F. Franzoi IV, *Secretary*

2014 INCENTIVE PLAN
OF SCHOOL SPECIALTY, INC.
(AMENDED EFFECTIVE ~~APRIL 24, 2014~~ APRIL 9, 2018)

(Initially approved by the Board of Directors on April 24, 2014 and amended on May 22, 2014, ~~and~~ initially approved by the stockholders at the 2014 Annual Meeting on September 4, 2014, and amended by the Board of Directors on April 9, 2018, subject to stockholders' approval at the 2018 Annual Meeting)

1. PURPOSE OF THE PLAN

The purpose of this 2014 Incentive Plan of School Specialty, Inc. (this "Plan") is to enable School Specialty, Inc., a Delaware corporation (the "Company"), to attract, retain and motivate its Directors, Employees and Consultants, and to further align the interests of such persons with those of the stockholders of the Company by providing for or increasing the proprietary interest of such persons in the Company.

2. PERSONS ELIGIBLE UNDER PLAN

Any person who is a Director, Employee or Consultant of the Company as determined, in its discretion and for purposes only of this Plan, by the Administrator (an "Eligible Person"), shall be eligible to be considered for the grant of Awards hereunder. A "Participant" is any current or former Eligible Person to whom an Award has been made and any person (including any estate) to whom an Award has been assigned or transferred pursuant to Section 15 of the Plan.

3. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below:

(a) "Administrator" means the Board of Directors or committee thereof as will be administering the Plan, in accordance with Section 6 of the Plan.

(b) "Award" shall mean an Incentive Bonus, Option, Restricted Stock, Restricted Stock Unit, or SAR granted under the Plan.

(c) "Board of Directors" shall mean the entire board of directors of the Company.

(d) "Cause" means a (i) conviction of a felony or misdemeanor involving moral turpitude, or (ii) willful gross neglect or willful gross misconduct in carrying out the individual's duties, resulting in material economic harm to the Company or any Successor.

(e) "Change in Control" shall mean the first to occur of the following:

(1) the merger or consolidation of the Company with or into another corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least 66 2/3% of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation;

(2) the acquisition, directly or indirectly, by another entity, person or group, of 66 2/3% or more of the Company's then outstanding voting stock;

(3) the liquidation or dissolution of the Company;

(4) during any period of 12 consecutive months, individuals who at the beginning of such 12-month period constituted the Board of Directors (together with any new Directors whose election by the Board of Directors or whose nomination for election by the stockholders of the Company was approved by a vote of a majority of the Directors then still in office who were either Directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office, provided, however, that a Change in Control will not be deemed to have occurred in respect of a merger in which (x) the Company is the surviving corporation, (y) no person or group acquires, directly or indirectly, 66⅔% or more of the Company's outstanding voting stock and (z) the Shares outstanding prior to the merger remain outstanding thereafter; and provided further, that a merger or consolidation will not be considered a Change in Control if such transaction results only in the reincorporation of the Company in another jurisdiction or its restructuring into holding company form;

(5) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any entity, person or group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this Section 3(e)(5), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (a) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (b) an entity, person or group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (c) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by an entity, person or group described in this Section 3(e)(5). For purposes of this Section 3(e)(5), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

(f) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(g) "Company" has the meaning set forth in Section 1 of the Plan.

(h) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity.

(i) "Director" means a member of the Board of Directors of the Company.

(j) "Disability" shall mean (i) a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) a Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Participant's employer.

(k) "Eligible Person" has the meaning set forth in Section 2 of the Plan.

(l) "Employee" shall mean an individual who is an employee of the Company or a Subsidiary.

(m) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(n) "Good Reason" shall mean (i) a material diminution in a Participant's authority or duties, (ii) a material reduction in a Participant's base salary (excluding, however, any reduction made in connection with, and proportionate to, a Company-wide reduction), or (iii) a material change in a Participant's location of employment (excluding any required relocation within a 50-mile radius of such location of employment); provided, however, that the Participant has given notice of the existence of the good reason condition within 60 days of its occurrence, and the Company has been given at least 30 days to remedy the condition and has failed to do so.

(o) "Grant Value" of a SAR means the dollar value assigned to the SAR by the Administrator on the date the SAR is granted under the Plan.

(p) "Incentive Bonus" means a bonus opportunity awarded under Section 10 of the Plan pursuant to which a Participant may become entitled to receive an amount based on satisfaction of such performance criteria as are specified in the Incentive Bonus Agreement.

(q) "Incentive Bonus Agreement" shall mean the agreement whereby the Company's grant of an Incentive Bonus to a Participant is confirmed.

(r) "Incentive Stock Option" shall mean an option to purchase Shares which complies with the provisions of Section 422 of the Code.

(s) "Fair Market Value" shall mean (a) the average of the closing bid and asked prices of the common stock on the OTCQB Marketplace (or if the common stock is not then traded on the OTCQB Marketplace, the average of the closing bid and asked prices on such other exchange or inter-dealer quotation system on which the common stock is listed) as reported in any commonly-accepted electronic medium or other authoritative source on the indicated date or (b) if no sales of common stock were made on said marketplace (or other exchange or inter-dealer quotation system) on that date, Fair Market Value shall mean the average of the closing bid and asked prices of common stock as reported for the most recent preceding day on which sales of common stock were made on said marketplace (or other exchange or inter-dealer quotation system); provided, however, that if the aggregate trading volume of Shares on the OTCQB Marketplace or such other exchange or inter-dealer quotation system during the five trading days preceding the indicated date is less than one percent of the total number of Shares outstanding on that date, "Fair Market Value" shall mean such other fair market value as the Administrator may determine in conformity with pertinent law and regulations of the Treasury Department.

(t) "OTCQB Marketplace" means the OTCQB Marketplace or such other marketplace, stock exchange or quotation system on which Shares are listed or quoted.

(u) "Nonqualified Stock Option" shall mean an option to purchase Shares which does not comply with the provisions of Section 422 of the Code or which is designated as such pursuant to Section 7 of the Plan.

(v) "Option" shall mean an Incentive Stock Option or Nonqualified Stock Option granted under the Plan.

(w) "Option Agreement" shall mean the agreement whereby the Company's grant of an Option to a Participant is confirmed.

(x) "Participant" has the meaning set forth in Section 2 of the Plan.

(y) "Plan" has the meaning set forth in Section 1 of the Plan.

(z) "Qualifying Performance Criteria" shall mean any one or more of the following performance criteria, either individually, alternatively or in any combination, applied to either the Company as a whole or to a business unit or subsidiary, either individually, alternatively or in any combination, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, in each case as specified by the Administrator in the Award: (a) cash flow, (b) earnings per share, (c) EBITDA (earnings before interest, taxes, depreciation and amortization), (d) Adjusted EBITDA (operating profit adjusted to exclude non-cash expenses of depreciation, amortization, pension expense, stock compensation expense and management incentive cash compensation plan provisions), (e) return on equity, (f) total stockholder return, (g) return on capital, (h) return on assets or net assets, (i) revenue or sales, (j) income or net income, (k) operating income or net operating income, (l) operating profit or net operating profit, (m) operating margin, (n) return on operating revenue, (o) market share, (p) share price, and (q) average working capital as a percentage of sales. The Administrator may specify any reasonable definition of the Qualifying Performance Criteria it uses at the time the goals for such Qualifying Performance Criteria goals are set. The Administrator shall appropriately adjust any evaluation of performance under a Qualifying Performance Criteria to exclude any of the

following events that occurs during a performance period: (i) asset write-downs, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals for reorganization and restructuring programs and (v) any extraordinary non-recurring items as described in the audited financial statements of the Company for the applicable year.

(aa) "Restricted Period" has the meaning set forth in Section 8(b) of the Plan.

(bb) "Restricted Stock" shall mean Shares granted to a Participant by the Administrator which are subject to restrictions imposed under Section 8 of the Plan.

(cc) "Restricted Stock Agreement" shall mean the agreement whereby the Company's grant of shares of Restricted Stock to a Participant is confirmed.

(dd) "Restricted Stock Unit" shall mean ~~shall mean~~ a right to receive one Share from the Company in accordance with, and subject to, Section 8 of the Plan.

(ee) "Restricted Stock Unit Agreement" shall mean the agreement whereby the Company's grant of Restricted Stock Units to a Participant is confirmed.

(ff) "SAR" shall mean a stock appreciation right with respect to one Share granted under Section 9 of the Plan.

(gg) "SAR Agreement" shall mean the agreement whereby the Company's grant of SARs to a Participant is confirmed.

(hh) "Service Provider" means an Employee, Director or Consultant.

(ii) "Share" or "Shares" shall mean the $0.001 par value of common stock of the Company.

(jj) "Subsidiary" shall mean any subsidiary entity of the Company, including without limitation, a subsidiary corporation of the Company as defined in Section 424(f) of the Code.

(kk) "Successor" means any acquiror of all or substantially all of the stock, assets or business of the Company.

(ll) "Valuation Date" has the meaning set forth in Section 9(e) of the Plan.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine.

4. ELIGIBILITY AND AWARDS AVAILABLE UNDER THE PLAN

(a) Eligible Persons shall be eligible to receive Incentive Bonuses, Nonqualified Stock Options, Incentive Stock Options, Restricted Stock, Restricted Stock Units, and SARs under the Plan. In determining the Eligible Persons to whom Awards shall be granted and the number of Shares to be covered by each Award, the Administrator may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company, and other such factors as the Administrator in its discretion shall deem relevant.

(b) The Administrator shall have sole authority in its discretion, but always subject to the express provisions of the Plan and applicable law, to determine the Eligible Persons to whom Awards are granted under the Plan and the terms and provisions of each such Award, and to make all other determinations and interpretations deemed necessary or advisable for the administration of the Plan. The Administrator's determination of the foregoing matters shall be conclusive and binding on the Company, all Participants and all other persons.

(c) A Participant may be granted additional Awards under the Plan if the Administrator shall so determine subject to the limitations contained in Section 5.

5. SHARES RESERVED UNDER PLAN

(a) The aggregate number of Shares which may be issued under the Plan pursuant to the exercise of Options, the payment of Incentive Bonuses, the grant of Restricted Stock, and pursuant to the settlement of Restricted

Stock Units shall not exceed ~~150,000~~ 1,750,000 Shares, which may be treasury Shares or authorized but unissued Shares, or a combination of the two, subject to adjustment as provided in Section 12 hereof. For purposes of determining the maximum number of Shares available for issuance under the Plan, (1) any Shares which have been issued as Restricted Stock which are forfeited to the Company shall be treated, following such forfeiture, as Shares which have not been issued; (2) upon the exercise of an Option granted under the Plan, the full number of Options exercised at such time shall be treated as Shares issued under the Plan, notwithstanding that a lesser amount of Shares or cash representing Shares may have been actually issued or paid upon such exercise; and (3) upon the exercise of a SAR granted under the Plan, the full number of SARs exercised at such time shall not be treated as Shares issued under the Plan. For the sake of clarity, Shares withheld to satisfy taxes and Shares used to exercise an Option, either directly or by attestation, shall be treated as issued hereunder, and if an Option is exercised by using the net exercise method in accordance with Section 7(f), the gross number of Shares for which the Option is exercised shall be treated as issued for purposes of counting the Shares available for issuance under this Plan, not just the net Shares issued to the Participant after reduction for the exercise price and any required withholding tax. Further, for the avoidance of doubt, any Shares purchased by the Company using proceeds from Option exercises shall not be included in the number of Shares available under this Plan.

(b) No individual Participant shall be eligible to receive grants of Options for more than an aggregate of ~~50,000~~ 350,000 Shares during any calendar year (subject to adjustment as provided in Section 12 hereof).

(c) The aggregate number of shares of Restricted Stock that are subject to vesting based on Qualifying Performance Criteria, plus the number of Restricted Stock Units that are subject to vesting based on Qualifying Performance Criteria granted to any one Participant during any calendar year shall be limited to ~~25,000~~ 175,000 (subject to adjustment as provided in Section 12 hereof.)

(d) In no event shall the number of Shares issued pursuant to the exercise of Incentive Stock Options exceed ~~150,000~~ 1,050,000 Shares (subject to adjustment as provided in Section 12 hereof).

6. ADMINISTRATION OF THE PLAN

(a) Different committees with respect to different groups of Service Providers may administer the Plan.

(b) To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan will be administered by a committee of two or more "outside directors" within the meaning of Section 162(m) of the Code.

(c) To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3 of the Securities Exchange Act of 1934, as amended, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(d) Other than as provided above, the Plan will be administered by (A) the Board of Directors or (B) a committee of the Board of Directors, which committee will be constituted to satisfy applicable laws.

(e) The Administrator may designate the Secretary of the Company or other Company employees to assist the Administrator in the administration of this Plan, and may grant authority to such persons to execute agreements or other documents evidencing Awards made under this Plan or other documents entered into under this Plan on behalf of the Administrator or the Company.

7. OPTIONS

Options granted under this Plan shall be subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine, including the following:

(a) Types of Options. An Option to purchase Shares granted pursuant to this Plan shall be specified to be either an Incentive Stock Option or a Nonqualified Stock Option. Any grant of an Option shall be confirmed by

the execution of an Option Agreement. An Option Agreement may include both an Incentive Stock Option and a Nonqualified Stock Option, provided each Option is clearly identified as either an Incentive Stock Option or a Nonqualified Stock Option.

(b) Maximum Annual Grant of Incentive Stock Options to Any Participant. The aggregate Fair Market Value (determined at the time the Incentive Stock Option is granted in accordance with applicable law) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by any Participant during any calendar year under this Plan (and under all other plans of the Company or any Subsidiary) shall not exceed $100,000 or any lower limit set forth in the Code from time to time.

(c) Option Exercise Price. The per share purchase price of the Shares under each Option granted pursuant to this Plan shall be determined by the Administrator but shall in all cases be equal to or greater than the Fair Market Value per Share on the date of grant of such Option.

(d) Exercise. An Option Agreement may provide for exercise of an Option in such amounts and at such times as shall be specified therein; provided, however, except as provided in Section 7(g), below, or as otherwise determined by the Administrator, no Option granted to a Service Provider may be exercised unless that person is then rendering services to the Company or a Subsidiary and shall have been continuously so rendering services since its date of grant. Except as otherwise permitted by the Administrator, an Option shall be exercisable by a Participant giving written notice of exercise to the Secretary of the Company accompanied by payment of the required exercise price.

(e) Vesting. Options granted under this Plan shall be exercisable at such time and in such installments during the period prior to the expiration of the Option's term as determined by the Administrator. The Administrator shall have the right to make the ability to exercise any Option granted under this Plan subject to such performance requirements as deemed appropriate by the Administrator.

(f) Payment of Exercise Price. The exercise price shall be payable in whole or in part in cash, Shares held by the Participant, other property, or such other consideration consistent with the Plan's purpose and applicable law as may be determined by the Administrator from time to time. Unless otherwise determined by the Administrator, such price shall be paid in full at the time that an Option is exercised. If the Participant elects to pay all or a part of the exercise price in Shares, such Participant may make such payment by delivering to the Company a number of Shares already owned by the Participant, either directly or by attestation, which are equal in value to the purchase or exercise price. All Shares so delivered shall be valued at the Fair Market Value as of the business day immediately preceding the date on which such Shares are delivered. The Administrator may, in its discretion, permit a Participant to exercise an Option under a broker-assisted (or other) cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan. The Administrator may, in its discretion, permit a Participant to exercise an Option on a "net exercise" basis. In such case, the Company will deliver that number of Shares to the Participant which equals the number of Shares for which the Option was exercised, reduced by the number of whole Shares (which the Company shall retain) with a value on the date of exercise (based on the Fair Market Value as of the business day immediately preceding the date of exercise) equal to the exercise price and the required withholding tax at the time of exercise. To the extent the combined value of the whole Shares (valued at the Fair Market Value as of the business day immediately preceding the date of exercise) is not sufficient to equal the exercise price and required withholding tax, the Participant must pay such difference in cash to the Company before delivery of the Shares will be made to the Participant.

(g) Termination of Relationship as a Service Provider. Except as determined otherwise by the Administrator at the time of grant:

(1) Any Participant who ceases to be a Service Provider due to Disability shall have one year from the date of such cessation to exercise any Option granted hereunder as to all or part of the Shares subject to such Option; provided, however, that no Option shall be exercisable subsequent to ten years after its date of grant, and provided further that on the date the Participant ceases to be a Service Provider, he or she then has a present right to exercise such Option;

(2) In the event of the death of a Participant while a Service Provider, any Option, as to all or any part of the Shares subject to such Option, granted to such Service Provider shall be exercisable:

(A) for one year after the Participant's death, but in no event subsequent to ten years from its date of grant;

(B) only (i) by the deceased Participant's designated beneficiary (such designation to be made in writing at such time and in such manner as the Administrator shall approve or prescribe), or, (ii) if the deceased Participant dies without a surviving designated beneficiary, by the personal representative, Administrator, or other representative of the estate of the deceased Participant, or (iii) by the person or persons to whom the deceased Participant's rights under the Option shall pass by will or the laws of descent and distribution; and

(C) only to the extent that the deceased Participant would have been entitled to exercise such Option on the date of the Participant's death.

(3) A Participant who holds an Option who has designated a beneficiary for purposes of Section 7(g)(2)(B)(i), above, may change such designation at any time, by giving written notice to the Administrator, subject to such conditions and requirements as the Administrator may prescribe in accordance with applicable law.

(4) If a Participant ceases to be a Service Provider for any other reason except termination of employment for Cause, then any Option, as to all or any part of the Shares subject to such Option, granted to such Participant shall be exercisable for three months after such cessation; provided, however, that no Option shall be exercisable subsequent to ten years after its date of grant, and provided further that on the date the Participant ceases to be a Service Provider, he or she then has a present right to exercise such Option.

(5) If a person ceases to be a Service Provider because of a termination of employment for Cause, to the extent an Option is not effectively exercised prior to such cessation, it shall lapse immediately upon such cessation.

(h) Term of Options. In no event shall an Option be exercisable after the ten-year anniversary of the grant of such Option. Every Option that has not been exercised within ten years of its date of grant shall lapse upon the expiration of said ten-year period unless it shall have lapsed at an earlier time.

(i) Nature of Options. No Participant shall have any interest in any fund or in any specific asset or assets of the Company by reason of any Options granted hereunder, or any right to exercise any of the rights or privileges of a stockholder (including, but not limited to, voting rights or entitlement to dividends) with respect to any Options until Shares are issued in connection with any exercise.

8. RESTRICTED STOCK AND RESTRICTED STOCK UNITS

Restricted Stock or Restricted Stock Units granted under this Plan shall be subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine, including the following:

(a) Grants. The terms of any grant of Restricted Stock or Restricted Stock Units shall be confirmed by the execution of a Restricted Stock Agreement or a Restricted Stock Unit Agreement.

(b) Restrictions on Restricted Stock. Restricted Stock may not be sold, assigned, conveyed, donated, pledged, transferred or otherwise disposed of or encumbered for the period determined by the Administrator (the "Restricted Period"), subject to the provisions of this Section 8. In the event that a Participant shall sell, assign, convey, donate, pledge, transfer or otherwise dispose of or encumber the Restricted Stock, said Restricted Stock shall, at the Administrator's option, and in addition to such other rights and remedies available to the Administrator (including the right to restrain or set aside such transfer), be forfeited to the Company upon written notice to the transferee thereof at any time within ninety (90) days after its discovery of such transaction.

(c) Vesting Conditions. The Administrator shall determine the conditions under which Restricted Stock or Restricted Stock Units shall vest, including the satisfaction of performance criteria or the continuation of employment or services for the Company. The Administrator may set vesting conditions based upon the achievement of specific performance objectives, the continued employment of a Participant, or both. For purposes of qualifying Restricted Stock or Restricted Stock Units as "performance-based compensation" under Section 162(m) of the Code, the Administrator may set performance conditions based upon the achievement of Qualifying Performance Criteria. In such event, the Qualifying Performance Criteria shall be set by the Administrator on or before the latest date permissible to enable the Restricted Stock or Restricted Stock Units to qualify as "performance-based compensation" under Section 162(m) of the Code and the Administrator shall follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Restricted Stock or Restricted Stock Units under Section 162(m) of the Code, including, without limitation, written certification by the Administrator that the performance objectives and other applicable conditions have been satisfied before the Restricted Period shall end or the Restricted Stock Units are paid.

(d) Termination of Relationship as a Service Provider. Except as determined otherwise by the Administrator at the time of grant, if a Participant ceases to be a Service Provider for any reason, all Restricted Stock and unvested Restricted Stock Units held by such Participant shall be forfeited to the Company.

(e) Discretionary Adjustments. Notwithstanding satisfaction of any performance goals, the number of Shares granted, issued, retainable, or vested under an Award of Restricted Stock or Restricted Stock Units on account of either financial performance or personal performance evaluations may be reduced by the Administrator on the basis of such further considerations as the Administrator shall determine.

(f) No Rights as Stockholders for Participants Holding Restricted Stock Units. No Participant shall have any interest in any fund or in any specific asset or assets of the Company by reason of any Restricted Stock Units granted hereunder, nor any right to exercise any of the rights or privileges of a stockholder with respect to any Restricted Stock Units or any Shares distributable with respect to any Restricted Stock Units until such Shares are so distributed.

(g) Dividends and Distributions with Respect to Restricted Stock. Except as otherwise provided by the Administrator, a Participant who holds Restricted Stock shall be entitled to receive all dividends and other distributions paid with respect to the Restricted Stock, if any, until the Restricted Stock is forfeited or otherwise transferred back to the Company. Dividends payable by the Company to public stockholders in cash shall, with respect to any unvested shares of Restricted Stock, be paid in cash on or about the date such dividends are payable to public stockholders, subject to any applicable tax withholding requirements.

(h) Distribution of Shares with Respect to Restricted Stock Units. Each Participant who holds Restricted Stock Units shall be entitled to receive from the Company one Share for each Restricted Stock Unit, as adjusted from time to time in the manner set forth in Section 12, below. However, the Company, as determined in the sole discretion of the Administrator at the time of grant, shall be entitled to settle its obligation to deliver Shares by instead making a payment of cash substantially equal to the Fair Market Value of the Shares it would otherwise be obligated to deliver, or by the issuance of a combination of Shares and cash, in the proportions determined by the Administrator, substantially equal to the Fair Market Value of the Shares the Company would otherwise be obligated to deliver. The Fair Market Value of a Share for this purpose will mean the Fair Market Value on the business day immediately preceding the date of the cash payment. Except as otherwise determined by the Administrator at the time of the grant, Restricted Stock Units shall vest and Shares shall be distributed to the Participant in respect thereof as of the vesting date; provided, however, if any grant of Restricted Stock Units to a Participant who is subject to U.S. federal income tax is nonqualified deferred compensation for purposes of Section 409A of the Code, cash or Shares shall only be distributed in a manner such that Section 409A of the Code will not cause the Participant to become subject to penalties and/or interest thereunder.

(i) Dividends and Distributions with Respect to Restricted Stock Units. Except as otherwise provided by the Administrator, a Participant who holds Restricted Stock Units shall not be entitled to receive any dividends, dividend equivalents, or other distributions paid with respect to Shares.

9. SARS

Each SAR granted under this Plan shall be subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine, including the following:

(a) Grants. The terms of any grant of SARs shall be confirmed by the execution of a SAR Agreement.

(b) Grant Value. The Grant Value of each SAR granted pursuant to this Plan shall be determined by the Administrator and shall in all cases be equal to or greater than the Fair Market Value per Share on the date of grant of such SAR.

(c) Exercise. An SAR Agreement may provide for exercise of a SAR by a Participant in such amounts and at such times as shall be specified therein. Except as otherwise permitted by the Administrator, a SAR shall be exercisable by a Participant by such Participant giving written notice of exercise to the Secretary of the Company.

(d) Vesting. SARs shall be exercisable at such times and in such installments during the period prior to the expiration of the SAR term as determined by the Administrator. The Administrator shall have the right to make the timing of the ability to exercise any SAR granted under this Plan subject to such performance requirements as deemed appropriate by the Administrator.

(e) Rights on Exercise. A SAR shall entitle the Participant to receive from the Company an amount in cash substantially equal to the excess of the Fair Market Value of one share as of the business day immediately preceding the date of exercise (the "Valuation Date") over the Grant Value for such SAR as set forth in the applicable SAR Agreement, multiplied by the number of SARs exercised.

(f) Term of SARs. In no event shall a SAR be exercisable after the ten-year anniversary of the grant of such SAR. Every SAR that has not been exercised within ten years of its date of grant shall lapse upon the expiration of said ten-year period unless it shall have lapsed at an earlier date.

(g) Termination of Relationship as a Service Provider. Except as determined otherwise by the Administrator at the time of grant:

(1) Any Participant who ceases to be a Service Provider due to Disability shall have one year from the date of such cessation to exercise any SAR granted hereunder; provided, however, that no SAR shall be exercisable subsequent to ten years after its date of grant, and provided further that on the date the Participant ceases to be a Service Provider, he or she then has a present right to exercise such SAR.

(2) In the event of the death of a Participant while a Service Provider, any SAR granted to such Participant shall be exercisable:

(A) For one year after the Participant's death, but in no event later than ten years from its date of grant;

(B) only (i) by the deceased Participant's designated beneficiary (such designation to be made in writing at such time and in such manner as the Administrator shall approve or prescribe), (ii) if the deceased Participant dies without a surviving designated beneficiary, by the personal representative, administrator, or other representative of the estate of the deceased Participant, or (iii) by the person or persons to whom the deceased Participant's rights under the SAR shall pass by will or the laws of descent and distribution; and

(C) only to the extent that the deceased Participant would have been entitled to exercise such SAR on the date of the Participant's death.

(3) A Participant who holds a SAR who has designated a beneficiary for purposes of Section 9(g)(2)(B)(i), above, may change such designation at any time, by giving written notice to the Administrator, subject to such conditions and requirements as the Administrator may prescribe in accordance with applicable law.

(4) If a Participant ceases to be a Service Provider for any other reason except termination of employment for Cause, then any SAR granted to such Participant shall be exercisable for three months after such cessation; provided, however, that no SAR shall be exercisable subsequent to ten years after its date of grant, and provided further that on the date the person ceases to be a Service Provider, he or she then has a present right to exercise such SAR.

(5) If a person ceases to be a Service Provider because of a termination of employment for Cause, to the extent an SAR is not effectively exercised prior to such cessation, it shall lapse immediately upon such cessation.

(h) Nature of SARs. No Participant shall have any interest in any fund or in any specific asset or assets of the Company by reason of any SARs granted hereunder, or any right to exercise any of the rights or privileges of a stockholder (including, but not limited to, voting rights or entitlement to dividends) with respect to any SARs.

10. INCENTIVE BONUSES

Each Incentive Bonus granted under this Plan shall be subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine, including the following:

(a) Incentive Bonuses in General. Each Award of an Incentive Bonus will confer upon the Participant the opportunity to earn a future payment tied to the level of achievement with respect to one or more performance criteria established for a performance period of one year or greater.

(b) Incentive Bonus Agreement. The terms of any grant of an Incentive Bonus shall be confirmed by the execution of an Incentive Bonus Agreement. Each Incentive Bonus Agreement shall contain provisions regarding (a) the target and maximum amount payable to the Participant as an Incentive Bonus, (b) the performance criteria and level of achievement versus these criteria that shall determine the amount of such payment, (c) the term of the performance period as to which performance shall be measured for determining the amount of any payment, (d) the timing of any payment earned by virtue of performance, (e) restrictions on the alienation or transfer of the Incentive Bonus prior to actual payment, (f) forfeiture provisions, and (g) such further terms and conditions, in each case not inconsistent with this Plan, as may be determined from time to time by the Administrator. The maximum amount payable as an Incentive Bonus may be a multiple of the target amount payable, but the maximum amount payable pursuant to that portion of an Award of an Incentive Bonus granted under this Plan for any fiscal year to any Participant ~~that is intended to satisfy the requirements for "performance-based compensation" under Code Section 162(m)~~ shall not exceed $2,500,000.

(c) Performance Criteria. The Administrator shall establish the performance criteria and level of achievement versus these criteria that shall determine the target and maximum amount payable under an Award of an Incentive Bonus, which criteria may be based on financial performance, personal performance evaluations, or both. ~~The Administrator may specify the percentage of the target Incentive Bonus that is intended to satisfy the requirements for "performance-based compensation" under Code Section 162(m). Notwithstanding anything to the contrary herein, the performance criteria for any portion of an Incentive Bonus that is intended by the Administrator to satisfy the requirements for "performance-based compensation" under Code Section 162(m) shall be a measure based on one or more Qualifying Performance Criteria selected by the Administrator and specified at the time the Award of an Incentive Bonus is granted. The Administrator shall certify the extent to which any Qualifying Performance Criteria have been satisfied, and the amount payable as a result thereof, prior to payment of any Incentive Bonus that is intended to satisfy the requirements for "performance-based compensation" under Code Section 162(m).~~

(d) Timing and Form of Payment. The Administrator shall determine the timing of payment of any Incentive Bonus, provided that the timing of such payment shall satisfy an exception to Code Section 409A or, if no such exception is available, the timing of such payment shall comply with the requirements of Code Section 409A. Payment for any Incentive Bonus shall be made in cash, Shares or a combination thereof as determined by the Administrator.

(c) Discretionary Adjustments. Notwithstanding satisfaction of any Qualifying Performance Criteria, the amount paid under an Award of an Incentive Bonus on account of either financial performance or personal performance evaluations may be reduced by the Administrator on the basis of such further considerations as the Administrator shall determine.

11. LAWS AND REGULATIONS

Each Incentive Bonus Agreement, Option Agreement, Restricted Stock Agreement, Restricted Stock Unit Agreement, and SAR Agreement shall contain such representations, warranties and other terms and conditions as shall be necessary in the opinion of counsel to the Company to comply with all applicable federal and state securities laws. The Company shall have the right to delay the issue or delivery of any Shares under the Plan until (a) the completion of such registration or qualification of such Shares under any federal or state law, ruling or regulation as the Company shall determine to be necessary or advisable, and (b) receipt from the Participant of such documents and information as the Administrator may deem necessary or appropriate in connection with such registration or qualification.

12. ADJUSTMENT PROVISIONS

(a) Share Adjustments. In the event of any stock dividend, stock split, recapitalization, merger, consolidation, combination or exchange of shares, or the like, as a result of which shares of any class are issued in respect of the outstanding Shares, or the Shares are changed into the same or a different number of the same or another class of stock, or into securities of another person, cash or other property (not including a regular cash dividend), the total number of Shares authorized to be offered in accordance with Section 5 and the other limitations contained in Section 5, the number of Shares subject to each outstanding Option, the number of Shares of Restricted Stock then held by each Participant, the number of shares to which each then outstanding SAR relates, the number of shares to which each outstanding Award of Restricted Stock Unit relates, the exercise price applicable to each outstanding Option and the Grant Value of each outstanding SAR shall be appropriately adjusted as determined by the Administrator.

(b) Binding Effect. Any adjustment, waiver, conversion or other action taken by the Administrator under this Section 12 shall be conclusive and binding on all Participants and all other persons.

13. CORPORATE TRANSACTIONS OR CHANGES OF CONTROL

(a) Merger, Consolidation or Reorganization. In the event of the consummation of a merger, consolidation or reorganization with another corporation in which the Company is not the surviving corporation or a merger, consolidation or reorganization involving the Company in which the common stock ceases to be publicly traded, the Administrator may, subject to the approval of the Board of Directors, or the board of directors of any corporation assuming the obligations of the Company hereunder, take action regarding each outstanding and unexercised Award pursuant to either clause (1) or (2) below:

(1) Appropriate provision may be made for the protection of such stock-based Award by the substitution on an equitable basis of appropriate shares of the surviving or related corporation, provided that, for Options or SARs, the excess of the aggregate Fair Market Value of the Shares subject to such Award immediately before such substitution over the exercise price or Grant Value thereof, if any, is not more than the excess of the aggregate Fair Market Value of the substituted shares made subject to such Award immediately after such substitution over the exercise price thereof, if any; or

(2) The Administrator may cancel such Award. In the event any Option or SAR is canceled, the Company, or the corporation assuming the obligations of the Company hereunder, shall pay the Participant

an amount of cash (less normal withholding taxes) equal to the excess of (i) the value, as determined by the Administrator, of the property (including cash) received by the holder of a Share as a result of such event over (ii) the exercise price of such Option or Grant Value of such SAR, multiplied by the number of shares subject to such Option or the number of SARs (including, in the sole discretion of the Administrator, any unvested portion). In the event any other Award is canceled, the Company, or the corporation assuming the obligations of the Company hereunder, shall pay the Participant an amount of cash or stock, as determined by the Administrator, based upon the value, as determined by the Administrator, of the property (including cash) received by the holder of a Share as a result of such event (including, in the sole discretion of the Administrator, payment for any unvested portion). No payment shall be made to a Participant for any Option or SAR if the exercise price for such Option or Grant Value of such SAR exceeds the value, as determined by the Administrator, of the property (including cash) received by the holder of a share of Company Stock as a result of such event. Except as otherwise provided by the Administrator, determination of any payment under this Section 13(a)(2) for an Award that is subject to Qualifying Performance Criteria shall be based upon achievement at the target level of performance.

(b) Effect of Change in Control upon Certain Awards. Except as otherwise determined by the Administrator, or except where a Participant's entitlement to an Award is subject to Qualifying Performance Criteria, upon a Participant's involuntary termination of employment without Cause or a voluntary termination of the Participant's employment for Good Reason within twelve months following a Change in Control, all Awards will become fully vested, and for Options and SARs, immediately exercisable. In the case of an Award under which a Participant's entitlement to the Award is subject to the achievement of Qualifying Performance Criteria, except as otherwise determined by the Administrator, upon the occurrence of a Change in Control, the Participant shall be deemed to have satisfied the Qualifying Performance Criteria at the target level of performance and such Award shall continue to vest based upon the time-based service vesting criteria, if any, to which the Award is subject. For Awards described in the preceding sentence that are assumed or maintained by the acquiring or surviving company following a Change in Control, except as otherwise determined by the Administrator, upon a Participant's involuntary termination of employment without Cause or a voluntary termination of the Participant's employment for Good Reason within twelve months following a Change in Control, the time-based service vesting criteria shall be deemed satisfied at the time of such termination. Other than as specifically set forth in this Section 13, following a Change in Control, Awards shall continue to be subject to any time-based vesting criteria or forfeiture provisions to which such Awards were subject prior to the Change in Control.

14. TAXES

(a) Incentive Bonuses. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a Participant the amount of any tax which it believes is required as a result of the payment of an Incentive Bonus.

(b) Options and SARs. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a Participant the amount of any tax which it believes is required as a result of the grant, vesting or exercise of any Option or SAR. The Company may defer making delivery with respect to Shares obtained pursuant to exercise of any Option until arrangements satisfactory to it have been made with respect to any such withholding obligations. Except as otherwise provided by the Administrator, a Participant exercising an Option may, at his or her election, satisfy his or her obligation for payment of required withholding taxes by having the Company retain a number of Shares having an aggregate value (based on the Fair Market Value per Share on the business day immediately preceding the date the Option is exercised) equal to the amount of the required withholding tax.

(c) Restricted Stock. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a Participant the amount of any tax which it believes is required as a result of the issuance of or lapse of restrictions on Restricted Stock, and the Company may defer the delivery of any Shares or Share certificates until arrangements satisfactory to the Administrator shall have been made with respect to any

such withholding obligations. Except as otherwise provided by the Administrator, a Participant may, at his or her election, satisfy his or her obligation for payment of required withholding taxes with respect to Restricted Stock by delivering to the Company a number of Shares which were Restricted Stock upon the lapse of restrictions, or Shares already owned, having an aggregate value (based on the Fair Market Value per Share on the business day immediately preceding the date the Shares are withheld) equal to the amount of the required withholding tax.

(d) Restricted Stock Units. The Company shall be entitled to pay and withhold from any amounts payable by the Company to a Participant the amount of any tax which it believes is required as a result of the grant or vesting of any Restricted Stock Units or the distribution of any Shares or cash payments with respect to Restricted Stock Units, and the Company may defer making delivery of Shares with respect to Restricted Stock Units until arrangements satisfactory to the Administrator have been made with respect to any such withholding obligations. Except as otherwise provided by the Administrator, a Participant who holds Restricted Stock Units may, at his or her election, satisfy his or her obligation to pay the required withholding taxes by having the Company withhold from the number of Shares distributable, if any, a number of Shares having an aggregate value (based on the Fair Market Value per Share on the business day immediately preceding the date the Shares are withheld) equal to the amount of the required withholding tax.

15. TRANSFERABILITY

Unless the agreement or other document evidencing an Award (or an amendment thereto authorized by the Administrator) expressly states that the Award is transferable, no Award granted under this Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated or otherwise transferred for value in any manner prior to the vesting or lapse of any and all restrictions applicable thereto, other than by will or the laws of descent and distribution or pursuant to a "domestic relations order," as defined in the Code. The Administrator may grant an Award or amend an outstanding Award to provide that the Award is transferable or assignable to a member or members of the Participant's "immediate family," as such term is defined in Rule 16a-1(e) under the Exchange Act, or to a trust for the benefit solely of a member or members of the Participant's immediate family, or to a partnership or other entity whose only owners are members of the Participant's immediate family, provided that following any such transfer or assignment the Award will remain subject to substantially the same terms applicable to the Award while held by the Participant, as modified as the Administrator shall determine appropriate, and the transferee shall execute an agreement agreeing to be bound by such terms.

16. EFFECTIVENESS OF THE PLAN

~~The Plan, as approved by the Administrator and the Board of Directors, shall become effective as of the date of such approval, subject to ratification of the Plan by the vote of the stockholders.~~

The effective date of the Plan is April 24, 2014 (the "Effective Date"). The Board amended the Plan April 9, 2018, subject to the approval of stockholders of the Company at the 2018 Annual Meeting of Stockholders.

17. TERMINATION AND AMENDMENT

Unless the Plan is earlier terminated as hereinafter provided, no Award shall be granted after the ten-year anniversary of the ~~e~~Effective ~~d~~Date of the Plan, as provided in Section 16. The Board of Directors may terminate the Plan or make such modifications or amendments to the Plan as it shall deem advisable, including, but not limited to, such modifications or amendments as it shall deem advisable in order to conform to any law or regulation applicable to the Plan; provided, however, that the Board of Directors may not, without further approval of the holders of a majority of the Shares voted at any meeting of stockholders at which a quorum is present and voting, adopt any amendment to the Plan for which stockholder approval is required under tax,

securities or any other applicable law or the listing standards of such exchange or inter-dealer quotation system on which the Shares are listed. Except to the extent necessary for Participants to avoid becoming subject to penalties and/or interest under Section 409A of the Code with respect to Awards that are treated as nonqualified deferred compensation thereunder, no termination, modification or amendment of the Plan may, without the consent of the Participant, adversely affect the rights of such Participant under an outstanding Award then held by the Participant.

Except as otherwise provided in this Plan, the Administrator may amend an outstanding Award or any Incentive Bonus Agreement, Option Agreement, Restricted Stock Agreement, Restricted Stock Unit Agreement, or SAR Agreement; provided, however, that the Participant's consent to such action shall be required unless the Administrator determines that the action, taking into account any related action, (i) would not materially and adversely affect the Participant or (ii) where applicable, is required in order for the Participant to avoid becoming subject to penalties and/or interest under Section 409A of the Code. The Administrator may also modify or amend the terms of any Award granted under the Plan for the purpose of complying with, or taking advantage of, income or other tax or legal requirements or practices of foreign countries which are applicable to Participants. However, notwithstanding any other provision of the Plan, the Administrator may not reduce the exercise price of any outstanding Option or SAR, whether through amendment, cancellation and replacement grants, or any other means without stockholder approval, except as authorized under Section 12 or 13 of the Plan.

18. OTHER BENEFIT AND COMPENSATION PROGRAMS

Payments and other benefits received by a Participant under an Award granted pursuant to the Plan shall not be deemed a part of such Participant's regular, recurring compensation for purposes of the termination, indemnity or severance pay law of any country and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement provided by the Company or any Subsidiary unless expressly so provided by such other plan, contract or arrangement, unless required by law, or unless the Administrator expressly determines otherwise.

19. FORFEITURE OF AMOUNTS PAID UNDER THE PLAN

The Company shall have the right to require any Participant to forfeit and return to the Company any Award made to the Participant pursuant to this Plan (or amounts realized thereon) consistent with any recoupment policy maintained by the Company under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any Securities and Exchange Commission rule, as such policy is amended from time to time.

20. NO RIGHT TO EMPLOYMENT

The Plan shall not confer upon any person any right with respect to continuation of employment by the Company or a Subsidiary, nor shall it interfere in any way with the right of the Company or such Subsidiary to terminate any person's employment at any time. The agreements or other documents evidencing Awards may contain such provisions as the Administrator may approve with reference to the effect of approved leaves of absence.

21. GOVERNING LAW

This Plan and any agreements or other documents hereunder shall be interpreted and construed in accordance with the laws of the State of Delaware and applicable federal law. The Administrator may provide that any dispute as to any Award shall be presented and determined in such forum as the Administrator may specify, including through binding arbitration. Any reference in this Plan or in the agreement or other document evidencing any Award to a provision of law or to a rule or regulation shall be deemed to include any successor law, rule or regulation of similar effect or applicability.

SCHOOL SPECIALTY, INC.

This Proxy is Solicited on Behalf of the Board of Directors

Annual Meeting of Stockholders

June 12, 2018

The undersigned, a stockholder of School Specialty, Inc. (the "Company") hereby appoints Joseph M. Yorio, Ryan M. Bohr and Kevin L. Baehler as proxies, each with the power to appoint a substitute, and hereby authorizes each of them to represent and to vote, as designated on the reverse side, all of the shares of stock of the Company held of record by the undersigned at the close of business on April 20, 2018, at the 2018 Annual Meeting of Stockholders of the Company to be held on Tuesday, June 12, 2018 at 8:30 a.m. and at any and all adjournments thereof.

THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED AS DIRECTED BY THE STOCKHOLDER. IF NO SUCH DIRECTIONS ARE MADE, THIS PROXY WILL BE VOTED FOR THE ELECTION OF THE NOMINEES LISTED ON THE REVERSE SIDE AS DIRECTORS AND FOR PROPOSALS 2, 3 AND 4 LISTED ON THE REVERSE SIDE.

(Continued and to be signed on the reverse side.)

ANNUAL MEETING OF STOCKHOLDERS OF

SCHOOL SPECIALTY, INC.

June 12, 2018

PROXY VOTING INSTRUCTIONS

INTERNET - Access "www.voteproxy.com" and follow the on-screen instructions. Have your proxy card available when you access the web page.

TELEPHONE - Call toll-free 1-800-PROXIES (1-800-776-9437) in the United States or 1-718-921-8500 from foreign countries from any touch-tone telephone and follow the instructions. Have your proxy card available when you call.

Vote online/phone until 11:59 PM EST the day before the meeting.

MAIL - Sign, date and mail your proxy card in the envelope provided as soon as possible.

IN PERSON - You may vote your shares in person by attending the Annual Meeting.

COMPANY NUMBER	
ACCOUNT NUMBER	

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:
The School Specialty, Inc. Proxy Statement for the 2018 Annual Meeting of Stockholders and Annual Report on Form 10-K for the fiscal year ended December 30, 2017, are available at www.proxyvote.com.

Please detach along perforated line and mail in the envelope provided IF you are not voting via telephone or the Internet.

00003333303330001000 6 061218

PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE [X]

NOTE: In their discretion, the proxy holders are authorized to vote upon such other matters as may properly come before the 2018 Annual Meeting and at any adjournement or postponement thereof. The shares represented by this proxy when properly executed will be voted in the manner directed herein by the undersigned stockholder(s). If no direction is made, this proxy will be voted FOR each of the directors named in proposal 1, and FOR proposals 2, 3 and 4. Proposals 1, 2, 3 and 4 are being proposed by School Specialty, Inc.

The Board of Directors recommends you vote FOR the following:

1. Election of Directors Nominees

	FOR	AGAINST	ABSTAIN
Gus D. Hales	☐	☐	☐
Justin Lu	☐	☐	☐
Scott P. Scharlman	☐	☐	☐
Andrew E. Schultz	☐	☐	☐
Joseph M. Yorio	☐	☐	☐

The Board of Directors recommends you vote FOR proposals 2, 3 and 4.

	FOR	AGAINST	ABSTAIN
2 To approve an advisory resolution on the compensation of the Company's named executive officers	☐	☐	☐
3. To approve an amendment to increase the number of shares available under the 2014 Incentive Plan of School Specialty, Inc.	☐	☐	☐
4. To ratify the appointment of Grant Thornton LLP as the Company's independent auditors for the fiscal year ending December 29, 2018	☐	☐	☐

MARK "X" HERE IF YOU PLAN TO ATTEND THE MEETING. ☐

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please note that changes to the registered name(s) on the account may not be submitted via this method. ☐

Signature of Stockholder _____ Date _____ Signature of Stockholder _____ Date _____

Note: Please sign your proxy card exactly as your name or names appear hereon. When shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee or guardian, please give your full title, as such. If a corporation, please sign in full corporate name by the president or other authorized officer, giving full title, as such. If a partnership, please sign in partnership name by an authorized person and state your title.

DOC #6

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: _____ **Bidder/Offeror:** _____

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:

[X] **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): Joseph Yorio Signature: _____

Title: CEO & President Date: 1/22/19

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:	July 19, 2018

For Office Use Only:

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