

**Region 14 Education Service Center (ESC)**

**Contract # 11-72**

*for*

Instructional and Educational Resources

*with*

**Earlychildhood LLC d/b/a Discount School Supply**

Effective: May 1, 2023

## **TAB 2**

### **NCPA ADMINISTRATION AGREEMENT**

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This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Earlychildhood LLC d/b/a Discount School Supply ("Vendor").

#### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-72, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

**Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

**Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

**ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS**

National Cooperative Purchasing Alliance  
Organization

Earlychildhood LLC d/b/a Discount School Supply  
Vendor Name

Sarah Vavra  
Name

Lynn Yeager  
Name

Sr. Vice President, Public Sector Contracting  
Title

VP of Sales  
Title

5001 Aspen Grove  
Address

20 Ryan Ranch, Suite 200  
Address

Franklin, TN 37067  
Address

Monterey, CA 93940  
Address

  
Signature

  
Signature

May 1, 2023  
Date

2/27/2023  
Date

March 21, 2023

Region 14 ESC  
C/O NCPA -An Ominia Partner Company  
1850 Highway 351  
Abilene, TX 79601



20 Ryan Ranch Road, Suite 200  
Monterey, CA 93940  
DiscountSchoolSupply.com

Dear Contract Manager

Thank you for allowing Discount School Supply® (DSS) the opportunity to submit our solicitation for **#04-23, Instructional and Educational Resources**. Our mission is to provide teachers and parents with the BEST brands at the BEST prices with the BEST service.

Discount School Supply (DSS) is a leading developer, manufacturer, distributor, and retailer of education products which are sold to childcare programs, preschools, elementary schools, and families. Our commitment is to serve early education organizations of all kinds. DSS was founded in 1985 and has been supplying educational products for 37 years. We are the world leading tech-enabled platform company in early childhood and elementary education and proud to offer the widest selection of the best products at the lowest possible prices, with an unbeatable customer service. With offers more than 20,000 early childhood education products from over twenty-five different categories. These categories include Arts & Crafts, Infant and Toddler items and a wide selection of *Educational Furniture*, *Outdoor Learning*, *Block Play*, *Manipulatives*, *Dramatic Play*, *Active Play*, *Storage & Equipment*, *Math*, *Science*, *Language*, *Music*, *Health* and *Safety* including Colorations®, a line of top-quality arts & crafts materials; and our original BioColor® paint. Discount School Supply also carries popular national brands such as Crayola®, Fiskars® and more, all at the best values.

DSS provides the best quality items to meet early childhood educational program needs and is particularly aware of the unique needs of non-profit organizations. We have worked to create internal systems and procedures that make ordering easy. Through tax-exemption processing and on-account billing, specialized quoting and reporting capabilities, in-kind donations, specialized product offerings, such as custom kits, budget bundles, family engagement kits and special online content to provide unparalleled service to our non-profit and public-sector customers.

**Pricing:**

- Discount School Supply would like to offer you **3% Off** our current catalog, all categories and Free Shipping on stock items.
- Drop Ship items are excluded and do not qualify for Free shipping. Specialty furniture and equipment items which are pictured with a small truck in our catalog will be charged a minimum of 20% shipping charge.

**Modification:** Please note highlighted sections (tab 3, tab 4, tab 6) in red are confidential and exempt from being published.

**Main Contact:**

Tisha Jacquot  
Account Director  
[tjacquot@reallygoodstuff.com](mailto:tjacquot@reallygoodstuff.com)  
203-880-6401

**Guarantee/ Warranty & Returns:**

Discount School Supply® offers the lowest every day prices backed by a 110% Low Price Guarantee. DSS stands behind all our products. If you are unsatisfied with any product for any reason, we are here to help and we will make it right. Our hassle-free return policy and make it easy for our customers to obtain a refund or exchange whenever necessary.

**Exclusions:**

Promotionally priced items may be excluded from your standard contractual terms as mentioned above and are subject to review for special pricing. Really Good Stuff, Frog Street and Steve Spangler Science products are a specialty category and are excluded from these discounts and promotional pricing. Other specialty items may be excluded from discount on a case-by-case basis. This offer is not valid with any other promotions, discounts or outside the 48 contiguous United States.

**Awarded:**

If awarded, please submit in writing your acknowledgment of agreement to the attention of [lwilson@excelligence.com](mailto:lwilson@excelligence.com). Please reference code "RNCPA106" on all purchase orders to receive discount terms. Catalog pricing will be updated on an annual basis.

once again, thank you for your consideration. We look forward to hearing from you regarding this proposal. If awarded, please notify me at [lyeager@excelligence.com](mailto:lyeager@excelligence.com). Please do not hesitate to contact me at the number below or via e-mail if you have any questions or my associate Lydia Wilson at [lwilson@excelligence.com](mailto:lwilson@excelligence.com)

Sincerely,

A handwritten signature in blue ink that reads "Lynn Yeager".

Lynn Yeager  
VP of Sales  
Discount School Supply  
[lyeager@excelligence.com](mailto:lyeager@excelligence.com)  
[800-627-2829](tel:800-627-2829)





## SHIPPING, RETURNS AND EXCHANGES

### DELIVERIES:

**Stock Items:** Ship within 2 to 5 days after receipt of Purchase Orders depending on location.

**Drop Ship/Equipment:** Drop Ship with a truck icon ship directly from the manufacturer and can take up to 8 weeks for delivery.

### RETURNS AND EXCHANGES

#### **Satisfaction Guarantee**

Discount School Supply is committed to delivering the highest quality products at the lowest prices. If you are not fully satisfied and wish to return a product for any reason contact our Customer Service department for assistance with a Return Authorization (R.A.) within 30 days of receipt of your order. Please note that different products have different requirements, so please take a moment to review our return policy so we may best serve your needs.

#### **Shipping Damage**

While every effort is made to ensure you receive your order quickly and safely, occasional damage during shipping can occur. Upon receipt of your order inspect the packaging and contents as soon as possible. If you receive a damaged item please contact our Customer Service department within 10 days so we may facilitate a replacement or full refund.

#### **Defective or Incorrect Item(s)**

If your order is received with a defective or incorrect item, please contact our Customer Service department within 30 days so we may facilitate a full refund or replacement of the item(s) and issue an R.A. Returns without an R.A. will not be accepted.

#### **Warehouse Items**

Items shipped from our Discount School Supply Warehouse can be exchanged or returned for a full refund within 30 days of receipt. Furniture returns are covered under Drop Ship. Items must be in their original packaging and in resalable condition. Returns past 30 days may be subject to a 30% restocking fee. Please contact our Customer Service department for assistance with obtaining an R.A. Returns without an R.A. will not be accepted.



## Technology Response

### **Punch Out Capabilities:**

Discount School Supply offers cXML Punchout capability for corporate clients. Following standards-based cXML procedures DSS is able to integrate with any eProcurement system that supports cXML Punchout. After submitting a Punchout Setup Request to a dedicated DSS URL the client is able to shop the DSS website as a normal customer does. If the client has special pricing terms those will be reflected on the website. After building a shopping cart of items the client is then able to send their cart back to their eProcurement system via a cXML cart message. Their eProcurement system is then able to POST a purchase order to a dedicated DSS URL for processing.

DSS offers B2B portal on our web site that provides a buying experience for individual companies with a review/approval capability. In addition, we offer punchout capability to integrate our website with your internal eProcurement systems

### **State of the Art Facilities:**

We have one (1) State of the Art (ELF) center, which is centrally located in Olathe, MO. Our facility is 650,000 sq. ft large. We have two (2) service centers one in MO and one in California. Our hours are 5:00 a.m. to 5:00 PST, Monday through Friday. We receive email, fax, web, and customer calls.



**TAB 1**

**Master Agreement – General Terms and  
Conditions**

## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

**Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

**Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

**Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

### **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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party 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.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **PROCESS**

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

**Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

**Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

**Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

**Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

**NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

**Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.



**Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### **Electronic Price Lists**

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Earlychildhood LLC d/b/a Discount School Supply

---

Company Name

---

20 Ryan Ranch, Suite 200

Address

---

Monterey

City

---

California

State

---

93940

Zip

---

800-836-9515

Telephone Number

---

800-879 3753

Fax Number

---

bidsupport@excelligence.com

Email Address

---

Lynn Yeager

Printed Name

---

VP of Sales

Position

---



Authorized Signature

Customer Support  
& Sales

Customer Support Team

**Our Headquarters- Monterey, CA**

Discount School Supply  
20 Ryan Ranch, Suite 200,  
Monterey, CA 93940

**Excelligence Learning Fulfillment Center (ELF)**

Discount School Supply  
17001 W. Mercury Street  
Olathe, KS 66061

Website:www.discountsschoolsupply.com

Fein: 77-0407301

Duns# 131615726

Toll Free Number #1 800-627-2829,

Fax Number #1-800-879-3753,

Email address: www.discountsschoolsupply.com

Online ordering is currently available 24-hours a day.

Hours of Operation:

Monday through Friday.

8:00 am to 8:00PM EST

5:00 am – 5:00pm PST

Marshall Coleman

Director – Customer Support

Direct: 831-333-2559

[mcoleman@discountsschoolsupply.com](mailto:mcoleman@discountsschoolsupply.com)

Felix Ramos

Customer Support Manager – Monterey, CA

Direct: 831-333-5797

[csmanagers@discountsschoolsupply.com](mailto:csmanagers@discountsschoolsupply.com)

Alyssa Prince

Asst Manager, Kansas City, KS

Direct: 913-303-8491

[csmanagers@discountsschoolsupply.com](mailto:csmanagers@discountsschoolsupply.com)

Jennifer Bieber

Assistant Manager, Kansas City, KS

Direct: 913-303-8455

[csmanagers@discountsschoolsupply.com](mailto:csmanagers@discountsschoolsupply.com)

David Maldonado

Customer Service Trainer

Direct: 913-303-8407

[csmanagers@discountsschoolsupply.com](mailto:csmanagers@discountsschoolsupply.com)

**Account Support:**

Our Discount Accounts Managers can be available to provide training support as needed and will work closely with the Coalition to work with them in supporting their needs.

**Access to Manufacturer Product Line:**

We have access to all our manufacturer's full product lines, so if there is a size, color, or configuration you need for your classroom but don't see it in our assortment, chances are we can get it for you. Simply call us and we'll work to get you what you need.

**Personal Service Managers** have full visibility to your account and orders and can assist you with any questions. Our customers can contact us via phone, email, and fax. **Our customer service hours are 5:00am to 5:00pm PST, Monday through Friday.**

Currently, we have two national service centers. One (1) in Monterey, CA and one (1) in Olathe, KS. There are over 30 Personal Service Managers (PSMs) on staff. Our Customer Support Managers are trained to provide quality personal service through a variety of ways. Primarily, PSMs are here to assist our customers with placing orders and to enforce our "nothing to lose" guarantee. PSMs are also available to answer questions about our products and services. When you call Discount School Supply, you will reach a live, unscripted PSM ready to serve you.

**Drop Ship Coordinators:** We offer a wide selection of children's furniture from a variety of manufacturers and we "drop ship" furniture items directly from the manufacturer to our customers to save on time and costs. Our Drop Ship Coordinators act as the liaisons between our manufacturers, our customer support team, and our customers. Drop Ship Coordinators work directly with the manufacturers and our service teams in a variety of ways to ensure orders, returns and warranty issues are processed in a timely and efficient manner.

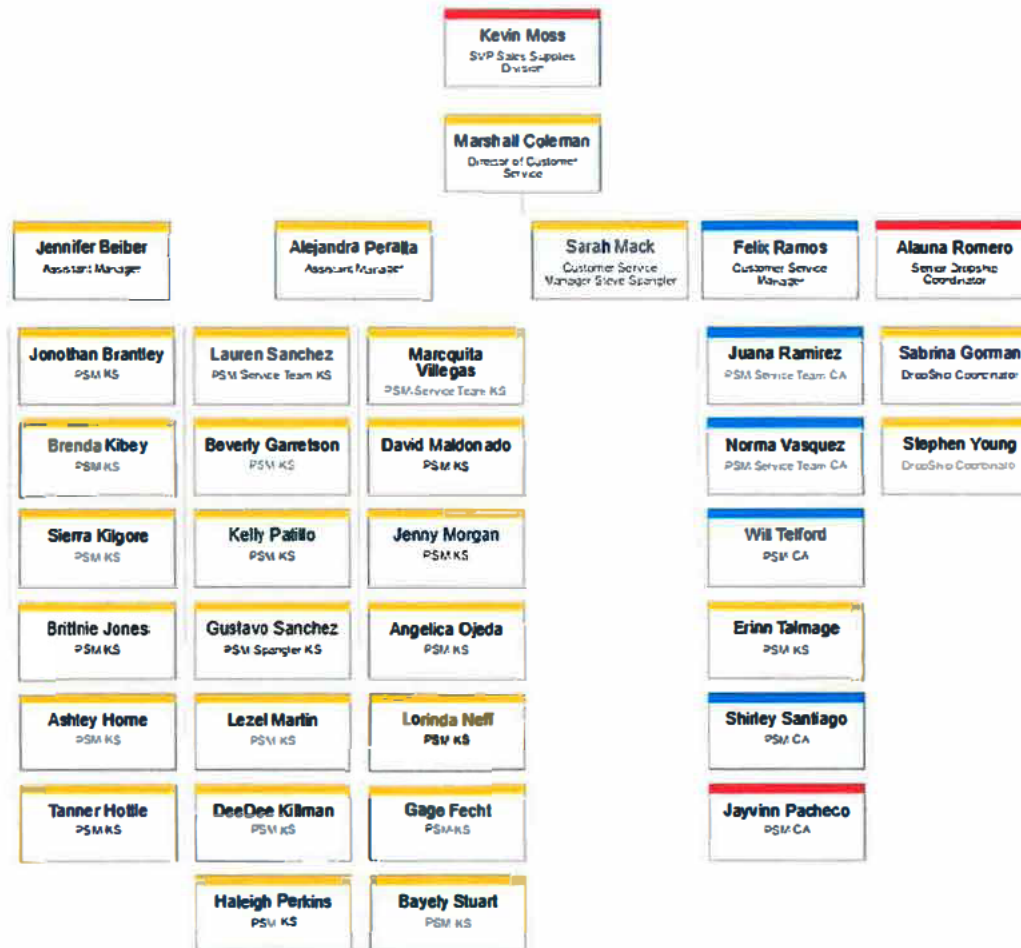
**Assistant Managers:**

We have three Assistant Manager/Supervisors on staff. The Assistant Managers perform a variety of additional tasks to provide our customers with quality service. Our assistant managers' primary functions are:

**Training, re-training PSMs**

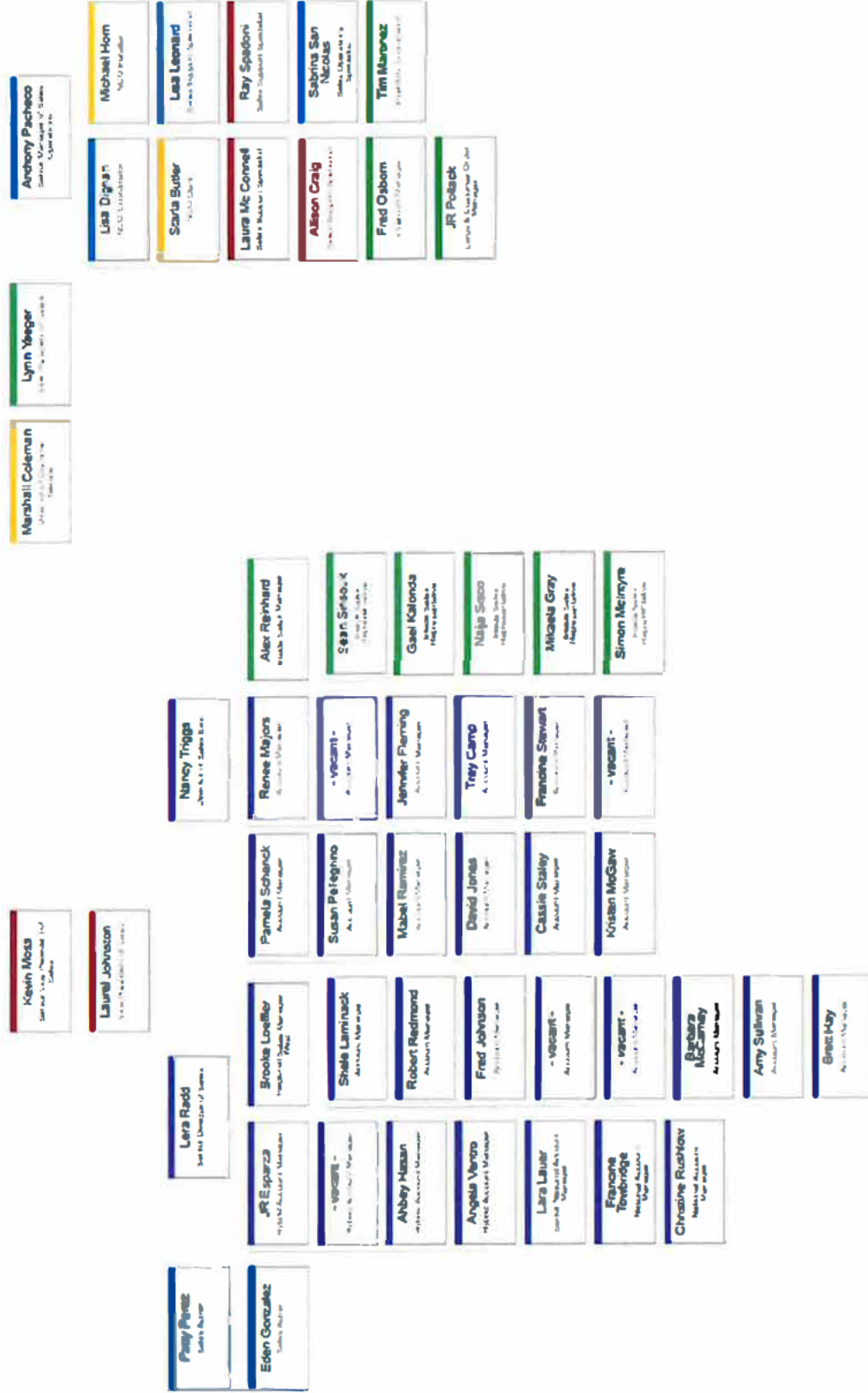
Call monitoring to ensure the highest quality service, resolving escalated calls to assist customers with resolutions to any issues.

# Customer Support – DSS



- Legend**
- Monterey
  - Shelton
  - ELF/KS
  - Remote

# Discount School Supply - Sales





## Business License

THIS LICENSE HAS A TRUE DOG CHECK, WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

NON TRANSFERABLE

CITY OF MONTEREY

NON-REFUNDABLE

LICENSE NUMBER

BUSINESS LICENSE

EXPIRATION

6496

ISSUANCE OF THIS LICENSE DOES NOT GRANT COMPLIANCE WITH ANY OTHER STATE LAW OR CITY ORDINANCE.

06/30/2023

SECTION 28

BUSINESS - 20 EARLY CHILDHOOD, COM, LLC RYAN RANCH RD.  
200

ADDR\*  
OWNER

ISSUED TO EXCELLIGENCE LEARNING



STE

FINANCE DIRECTOR  
*Rafaela King*  
FINANCE DIRECTOR  
RAFAELA KING

20 RYAN RANCH RD STE 200  
MONTEREY, CA 93940-5703

POST IN CONSPICUOUS PLACE

THIS LICENSE IS ALTERATION PROTECTED AND REFLECTS

UV LIGHT

## Certificate of Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
03/14/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center
	<b>PHONE (A/C No, Ext):</b> 1 877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <span style="float:right">NAIC #</span>
	<b>INSURER A:</b> National Union Fire Insurance Company of P <span style="float:right">19445</span>
	<b>INSURER B:</b> Continental Insurance Company <span style="float:right">35289</span>
	<b>INSURER C:</b> <span style="float:right"></span>
	<b>INSURER D:</b> <span style="float:right"></span>
	<b>INSURER E:</b> <span style="float:right"></span>
	<b>INSURER F:</b> <span style="float:right"></span>


**COVERAGES**                      **CERTIFICATE NUMBER:** W28314362                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1947029	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			1722405	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000			7034643588	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			013759843	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation - CA and Employers Liability Per Statute			013759844	10/01/2022	10/01/2023	EL - Each Accident \$1,000,000 EL Disease - Pol Lmt \$1,000,000 EL Disease Each Emp \$1,000,000

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

InsuredRegion 14 ESC 1850 Highway 351 Abilene, TX 79601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**TAB 2**

**NCPA Administration Agreement**

## **TAB 2**

# **NCPA ADMINISTRATION AGREEMENT**

---

This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance ("NCPA") and Earlychildhood LLC d/b/a Discount School Supply ("Vendor").

### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number 04-23, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

**Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.



**ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS**

National Cooperative Purchasing Alliance  
Organization

Earlychildhood LLC d/b/a Discount School Supply  
Vendor Name

\_\_\_\_\_  
Name

Lynn Yeager  
Name

\_\_\_\_\_  
Title

VP of Sales  
Title

\_\_\_\_\_  
Address

20 Ryan Ranch, Suite 200  
Address

\_\_\_\_\_  
Address

Monterey, CA 93940  
Address

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Date

2/27/2023  
Date

**TAB 3**

**Vendor Questionnaire**

## TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input checked="" type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> * Please see below (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

\* DSS will ship stock items only to the outlying areas. Drop ship items noted with a truck symbol are excluded.

<input type="checkbox"/> Midway Islands	
<input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b> * To be reviewed on a case by case basis. (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes       Maybe       No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes       Maybe       No

**Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified. **Not Applicable**

Minority/Women Business Enterprise  
Respondent Certifies that this firm  
a Minority / Women Business Enterprise

Historically Underutilized Business  
Respondent Certifies that this firm is a  
Historically Underutilized Business

**Small Business, MWBE and HUB Growth**

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of Monterey,  
State of California.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

**Distribution Channel**

Which best describes your company's position in the distribution channel:

- Manufacturer Direct       Certified education/government reseller
- Authorized Distributor       Manufacturer marketing through reseller
- Value-added reseller       Other: \_\_\_\_\_

**Processing Contact Information**

Contact Person	<u>Lynn Yeager</u>
Title	<u>VP of Sales</u>
Company	<u>Earlychildhood LLC d/b/a Discount School Supply</u>
Address	<u>20 Ryan Ranch, Suite 200</u>
City/State/Zip	<u>Monterey, CA 93940</u>
Phone	<u>800-836-9515</u>
Email	<u>bidsupport@excelligence.com</u>

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes       No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes       No

**Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Buy board -Current Award	[REDACTED]		
Tips -Current Award			

**TAB 4**

**Vendor Profile**



## Tab 4 – Vendor Profile

---

Please provide the following information about your company:

- **Company's official registered name.**

Excelligence Learning Corporations: Early Childhood, LLC. d/b/a: Discount School Supply

- **Brief history of your company, including the year it was established.**

Discount School Supply (DSS) Founded in 1985, the company serves the growing pre-K and elementary markets, offering a one-stop shopping experience for teachers, institutions, and parents seeking an extensive assortment of over 20,000 products.

The "Discount School Supply" brand represents the company's largest business segment and is a market leader in the arts and crafts category. In addition to its headquarters in Monterey, California, the company operates a State-of-the-Art distribution facility strategically located and providing for fast and cost-effective delivery and custom assembly of prepackaged school supply bundles.

For more than 30 years, Discount School Supply the largest division of Excelligence Learning Corporation has provided the early childhood educational marketplace with the best values across multiple product categories.

Out multi-channel marketing model includes catalogs, e-commerce websites, social media, and a knowledgeable sales force. Its

Excelligence Learning Corporation, DSS is a leader in educational classroom services and solutions to the global early childhood education market. For 40 years, educators and parents have relied upon our 20,000+ innovative, high-quality, and grade-appropriate educational products and teaching resources to make brighter futures for early learners across the globe. Our comprehensive, mission-driven products and services facilitate the social, emotional, cognitive, and physical educational development of young learners to build in each a solid and broad foundation for lifelong learning, well-being, and future success.

Excelligence's unparalleled, diversified portfolio of market-leading, award-winning brands leverages innovative technologies, early childhood brain research science, digital-first products, and state-of-the-art fulfillment to deliver industry-leading quality, innovation, service, and value to early childhood educators and parents.





The company's brands include **Discount School Supply**®, Colorations®, Really Good Stuff®, Steve Spangler Science®, Children's Factory™, EPI®/Education Products, Inc., Excellerations®, MyPerfectClassroom®, Environments®, and FrogStreet.

- **Company's Dun & Bradstreet (D&B) number. #131615726**
  
- **Company's organizational chart of those individuals that would be involved in the contract.**  
See Attached Organizational Chart.
  
- **Corporate office location.** Monterey, California.
  
- **List the number of sales and services offices for states being bid in solicitation.**

Discount School Supply has two Main offices:

Corporate Headquarters in Monterey and Kansas City which services both the East and West Coast. We have over 35 Sales Representatives throughout the U.S and several Key Regional Managers

- **List the names of key contacts at each with title, address, phone, and e-mail address.**
  - **Lynn Yeager**  
VP of Sales  
5 Research Drive. Shelton, CT 04686  
[lyeager@excelligence.com](mailto:lyeager@excelligence.com)  
P:800-627-2829  
F:800-879-3753
  
  - **Main Contact:**  
Tisha Jacquot  
Account Director  
5 Research Drive, Shelton, CT 006484  
[tjacquot@reallygoodstuff.com](mailto:tjacquot@reallygoodstuff.com)  
Phone: 203-880-6401, 800-627-2829
  
  - **Marshall Coleman**  
Director – Customer Support  
17001 Mercury St. Olathe, KS 66061  
[mcoleman@discountschoolsupply.com](mailto:mcoleman@discountschoolsupply.com)  
Direct: 831-333-2559  
P: 800-627-2829, F:800-879-3753



Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

Anticipated estimates for this agreement are as follows:



**What differentiates your company from competitors?**

Discount School Supply (DSS) and Excelligence Learning Corporation company is a provider of educational supplies and materials and educational resources offering tools and solutions to Early childhood and elementary schools' teachers and parents. They have been serving the Early Childhood industry for over 36 years and is the recognized leader in the Arts & Crafts category for early education. Discount School Supply offers top-quality curriculum-based products and resources in all categories including Furniture, Manipulatives, Language, Science, Math, Puzzles, Social Awareness, STEM, Active Play, Dramatic Play, Blocks, Sand & Water, Teachers' Resources and more. We offer unique products, incredible values, and a 110% Happy Customer Guarantee.

Below, are additional advantages that set Discount School Supply apart from our competitors.

- We offer the widest assortment of proprietary-brand craft items with our Colorations® line of paints and other craft essentials, alongside the best prices on Crayola® and other brands.
- We manufacture our own paint, all of it AP Certified, and much of it made in the U.S.
- We offer one of the largest selections of furniture for the early childhood classroom, offering several vendor's full product lines as well as our proprietary line, MyPerfectClassroom®.
- Environments Furniture is smartly designed and built for long lasting durability with a Lifetime Warranty.
- *State of the Art Facilities:* We have one a State of the Art (ELF) center, which is centrally located in Olathe, MO. Our facility is 650,000 sq. ft large. Our distribution center is strategically located to deliver in-stock product in three days or less to over 90%. We have two (2) service centers one in MO and one in California. Our hours are 5:00 a.m. to 5:00 PST, Monday through Friday. We receive email, fax, web, and customer calls.
- *New Center Openings:* Discount School Supply has a dedicated department trained to facilitate New Center Openings through extensive product spec'ing, submission of quotes and overseeing management logistics.' The NCO department coordinates orders from start to finish ensuring that al orders have been delivered on time and on schedule.



- Our Customer Service has been widely acknowledged as the best in the industry. Our Personal Service Managers are available to help NCPA members and customers.
- We ship products out the same day when we receive orders by 2 p.m.
- DSS has its own proprietary brand of educational support materials, Excellerations®, which are all great-value, unique learning support tools for the preschool classroom.
- MyPerfectClassroom- New Center/Classroom design Tool.
  
- **Describe how your company will market this contract if awarded.**
  - Discount School Supply will provide NCPA information to our sales team who when making outbound calls to members and customers will drive and promote the contract for NCPA. In addition, NCPA contract information will be shared with all.
  - Internal sales staff on weekly sales calls with management on a regular basis.
  
- **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**
  - Discount School Supply is a long-established leader in eProcurement and electronic purchasing in the education market. Discount School Supply has dedicated resources to accommodate your special requests and issues related to on-line ordering systems. Should you have any specific questions about on-line ordering, please contact our customer support team at 800-627-2829.

Online order Placement:

- After you place your order, you will receive an order confirmation email within 24 hours. Your order status page will then indicate the date of your order shipped and tracking information, if applicable. If an item is backordered or discontinued your confirmation will indicate that information. Our Customer Service department will not substitute an item unless they receive authorization from your office for the exchange.
- Discount School Supply is committed to delivering the highest quality products. If you are not fully satisfied and wish to return a product for any reason, please contact our customer service department for assistance with a Return Authorization (R.A.) within 30 days of receipt of your order.
- The link below captures details of what we can provide. Consolidate orders, manage order approvals, multiple payment options, view order history and much more. Please view the link below to capture details of what we can provide. <https://www.discountschoolsupply.com/order-management-service>.
- **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) Please see Organization Chart.**



- Customer Service Managers have full visibility to your account and orders and can assist you with any questions. Our customers can contact DSS via phone, email, and fax. **Our customer service hours are 5:00 am to 5:00 PST, Monday through Friday.**
- Currently, there is a total of 35 Personal Service Managers (PSM) on staff. Our PSMs are trained to provide quality personal service through a variety of ways. Primarily, PSMs are here to assist our customers with placing orders and to enforce our "nothing to lose" guarantee. PSMs answer inbound calls; enter fax/mail orders, process returns, and assist customers with our web sites. PSMs are also available to answer questions about our products and services. When you call Discount School Supply, you will reach a live PSM ready to serve you.
- **Drop Ship Coordinators:**  
We offer a wide selection of children's furniture from a variety of manufacturers. We drop ship most furniture items direct from the manufacturers our customers. Our drop ship coordinators act as the liaisons in-between our manufacturers, our PSMs and our customers. Drop ship coordinators provide resolutions to customer service issues. They work directly with the manufacturers and PSMs in a variety of ways to ensure orders, returns and warranty issues are processed in a timely and efficient manner.
- **Assistant Managers**  
We have three Assistant Manager/Supervisors on staff. Our assistant managers' primary functions are:
  - Training, re-training PSMs
  - Call Monitoring — monitoring calls to ensure quality service.
  - Managing staff
  - Resolving escalated calls assist customers with resolutions to difficult issues.
  - The Assistant Managers perform a variety of additional tasks to provide our customers with quality service.



### **Call Center Manager**

Our call center manager oversees our call center operations. His duties include the following:

1. Managing the ACD — inbound calls are routed through an Automatic Call Distributor (ACD) directly to our agents.
2. Scheduling
3. Providing resolution to customer service issues

### **We have two call center locations:**

#### **Our Headquarters:**

Discount School Supply  
20 Ryan Ranch, Suite 200  
Monterey, Ca. 93940.

#### **Kansas City**

Discount School Supply  
17001 Mercury Street  
Olathe, KS 66061

### **Our customer service hours are 5:00 am to 5:00 PST, Monday through Friday.**

- Discount School Supply can be contacted
- Toll Free Number #1-800-627-2829,
- Fax Number #1-800-879-3753,
- Email address: [www.discountschoolsupply.com](http://www.discountschoolsupply.com).
- Online ordering is currently available 24-hours a day.

### **Green Initiatives (If Applicable)**

**As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

The quality of the products and services that Excelligence provides is especially important to us. Our commitment to provide value-conscious, high-quality products for the early childhood classroom has been a basic operating principle for almost 30 years. At Excelligence, quality control has always been integrated into our daily operations. We employ numerous control points throughout our company to ensure that customers receive products with the quality attributes they have come to expect.



### The Quality Assurance Department

- Monitors Government regulations and deadlines to ensure compliance.
- Oversees the overall operations in all company locations involved with order fulfillment.
- Responds to inquiries or reports regarding product quality.
- Interprets Government regulations to create operating policies and guidelines within the company.

Our Quality Assurance Program combines Strong relationships with manufacturers and vendors.

- Compliance testing of products Inspection of materials entering the distribution centers. A growing outreach to gather customer feedback to help us improve our products and our service.

**Excelligence sources products from both foreign and domestic vendors.**

- We utilize Vendor Agreements to standardize our compliance expectations with product manufacturers and suppliers, and we use Vendor Evaluations to ensure that the common understanding outlined in those agreements does not change over time.

### Vendor Agreements

- Outline the product specifications and quality standards that we expect a product to have before Excelligence will accept it for sale Specify our expectation of vendor performance indicators and allows us to monitor those indicators to see that vendors are complying with the agreements.

### Vendor Evaluations

- Ensure that our suppliers are aware of our quality policies and of applicable governmental regulations Presents data on performance in both quality and service to each vendor in regularly scheduled meetings.
- In addition, vendors are evaluated monthly to confirm that they are meeting their performance commitments.
- Products developed by Excelligence are tested throughout the development process to ensure the final product will comply with the following Government regulations:
  - Lead testing of materials and paints used in the manufacture of the product.
  - Paints, marker inks and crayons are tested for compliance to ASTM D4236 and are certified non-toxic.
  - Testing toys to the ASTM F963 standard as well as federal regulations for lead and phthalates.



- Physical and mechanical testing of children’s products to ensure they do not break during normal use and reasonable abuse of the product. Products sourced from third-party vendors must comply with all applicable Government standards and regulations. Excelligence requires a Certificate of Compliance from the vendor before products are offered for sale. Excelligence uses accredited third-party testing labs that have been recognized by the Consumer Product Safety Commission.
- Most of our testing is done by Intertek, one of the world’s largest testing laboratories. Excelligence re-tests products whenever we change a vendor, a design, or a key material. We periodically re-test products based on product performance and history. Excelligence maintains Certificates of Compliance for all products we manufacture.
- QA personnel inspect incoming products to ensure that the vendor has provided us with a product of good quality that is consistent with past orders of the same item. Product is checked for compliance to government regulations found in the CPSIA. If a problem with an incoming order is identified, Distribution Center QA notifies the Quality Assurance Department immediately. The Quality Assurance Department can expand the inquiry to include other departments and other warehouse locations. Quarantine. Products not passing the incoming inspection are withheld from sales in an isolated area available in each Distribution Center. Products that do not meet our requirements may be reworked, returned to the supplier, or destroyed. Occasionally, some products may qualify for donation.
- Order Verification. Each order is filled by one person and independently verified by a second person. Distribution Center QA staff members also conduct random spot checks of orders throughout each day.

**Vendor Certifications (if applicable) – Not Applicable**

Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



**TAB 5**

**Products and Services**

## Products and Services

Our comprehensive, mission-driven products and services facilitate the social, emotional, cognitive, and physical educational development of young learners to build in each a solid and broad foundation for lifelong learning, well-being, and future success as caring, capable, and responsible citizens.

Excellence's unparalleled, diversified portfolio of market-leading, award-winning brands leverage cutting-edge technologies, early brain research science, digital-first products, and state-of-the-art fulfillment to deliver industry leading quality, innovation, service, and value to early childhood educators and parents.

The company has two core divisions: Educational Solutions with its comprehensive offering of supplies, furniture and other Early Education products through its industry leading platforms and proprietary brands: Discount School Supply®, Colorations®, Environments®, Excellerations®, Really Good Stuff®, Steve Spangler Science®, EPI®/Educational Products, Inc. and Children's Factory®; and Educational Content & Technology with its proprietary Infant to Pre-K curriculum and professional development through Frog Street, its industry leading platform and propriety brand.

Our Platforms and Brands

A grid of logos for various brands and platforms. The logos are arranged in three rows and three columns. The first row contains Discount School Supply, Colorations, and Environments. The second row contains Excellerations, Really Good Stuff, and Steve Spangler Science. The third row contains EPI, Children's Factory, and Frogstreet. At the bottom of the grid is the Excellence Learning Corporation logo, which features a stylized 'X' and the text "EXCELLENCE LEARNING CORPORATION".

DISCOUNT SCHOOL SUPPLY

COLORATIONS

Environments

Excellerations

Really Good Stuff

Steve Spangler SCIENCE

EPI EDUCATIONAL PRODUCTS INC.

CF children's factory

frogstreet

EXCELLENCE LEARNING CORPORATION

HOME PLATFORMS/BRANDS LEADERSHIP CAREERS VALUES CONTACT

© 2023 Excellence Learning Corporation



## Product Categories

Early childhood d/b/a Discount School Supply offers the following categories in our catalog. All items are manufactured or produced by Discount School Supply.

### Categories:

Arts& Crafts, Active Play

Social and Emotional (SEL)

Sand & Water

Manipulatives

Block Play

Puzzles

Language & Literacy

Music

Social Studies

Stem/Curriculum

Curriculum Resources

Infant & Toddler

Furniture \* New Environments Furniture

Storage

Rest Time

Dramatic Play

Tables & Chairs

Organizers

Carpets

Teacher Resources

\*Environments Furniture is smartly designed and built for long lasting durability. Lifetime Warranty. Easy to clean and Sanitize. Each piece features sealed and finished surface that is easy to clean and stands up to being sanitized again and again. Comes assembled or Ready to assemble.

# Warranty



## **Our Guarantee to you**

Discount School Supply wants you to be happy with everything you purchase. If something does not meet your satisfaction, please contact us within 30 days for a return authorization (RA) for any unused product. We will be happy to give you a refund, exchange, or a credit on your next order. Items must be unused and in their original packaging.

## **Warranty – Furniture Products**

**Limited Lifetime Warranty for Furniture Products;** Discount School Supply® sells high-quality furniture products created for the best brands in early childhood classrooms, and we back these products up. As outlined in more detail in our furniture warranty guideline, if certain furniture products become defective within the warranty period, we will replace the item at no additional charge.

Furniture in the following product lines is covered by our non-transferable Limited Lifetime. Warranty: Environments®, MyPerfectClassroom®, VersaSpace™, Value Line™, Birch, and Value Line™. Additional manufacture warranties may apply to individual brands of furniture. Furniture products eligible for the Limited Lifetime Warranty are covered for the reasonable life of the product used in a normal classroom environment.

**Company Quality Products  
Statement**

## **Company Quality Product Statement**

**Excelligence Learning Corporation and its subsidiary companies are committed to the delivery of safe, high-quality products to children, parents, teachers and childcare center operators. As a well-respected global leader in the childhood education industry, we are dedicated to ensuring that our products and brand commitments are supported by a robust quality assurance program. To meet this commitment, the Excelligence companies maintain a quality-focused culture to ensure the highest priority is placed on product safety and reliability.**

**To meet our quality objectives, Excelligence commits to the following:**

- Our approach to ensuring the quality and safety of our products will be guided by compliance with applicable state, federal and international quality regulations, codes and standards (as applicable to a particular product or business unit);**
- Business unit leaders will ensure procedures are in place that adequately define the expectations for work that supports, or directly affects, product quality, product registration and/or data that supports product quality and consumer safety;**
- We will commit to continuously challenging ourselves to improve our quality assurance system to guarantee product safety, prevent quality incidents and eliminate defects through the review of quality objectives and results;**
- Members of the Quality Assurance Team will have the appropriate education, training, skills and experience to carry out their work competently, in accordance with applicable regulations and quality policies and procedures;**
- Records, documentation and data will be managed in accordance with applicable regulations;**
- We will ensure that processes for escalating issues to ensure product integrity and consumer safety are in place and consistently used; and**
- We will ensure that our third-party suppliers understand and agree that our sourced products must meet applicable regulatory standards and will be tested to ensure these standards are being met.**

**Quality is an integral part of the Excelligence companies' core business principles. These principles guide our actions to deliver products that are safe, compliant and preferred. At Excelligence, our commitment is to never compromise on the quality and safety of our products. Quality and safety are essential for the**

**achievement of our ambition to be recognized and trusted to early childhood products that enhance the quality of a child's educational experience and contribute to a healthier future.**

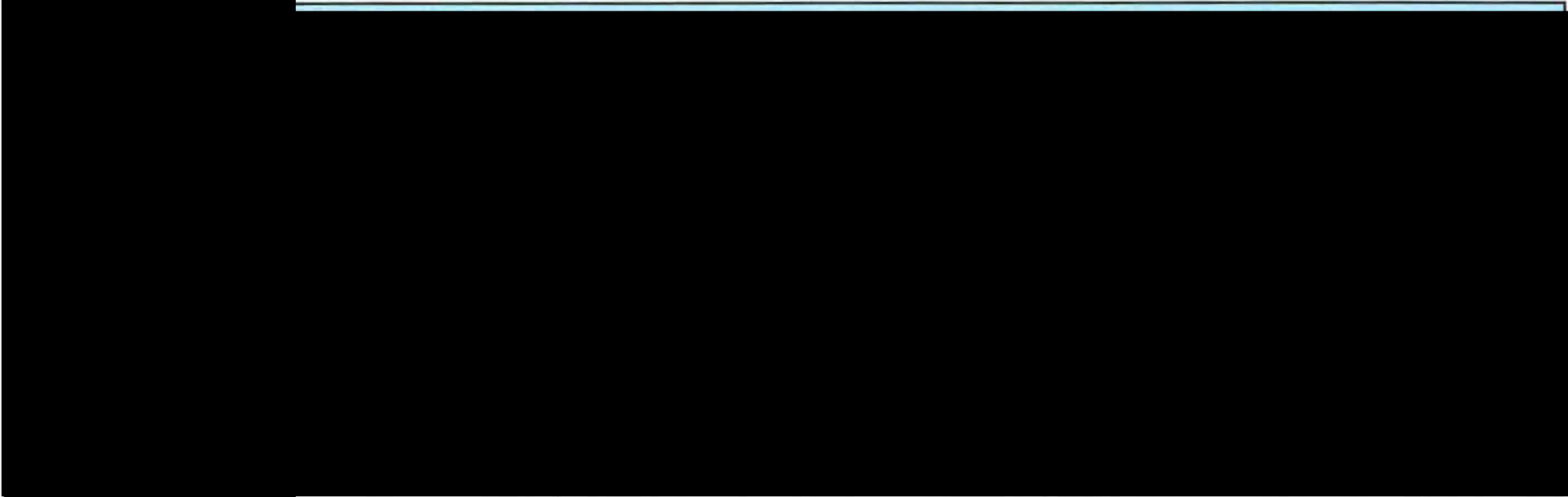




## **TAB 6**

### **References**

References  
# 04-23



CONFIDENTIAL

**TAB 8**

**Value Added Products and Services**



## Value Added Products and Services

At Discount School Supply, we know educators are looking to save time and money, and resources to help with several services that do just that:

- **Big Savings:** With our incredible everyday values and extra savings for **NCPA, OMNIA Partners Company Organization** budgets will simply stretch further with Discount School Supply.
- **Resources:** Steve Spangler Science, Budget Bundles, Family Engagement Kits, PPE/Covid and Social Distant Bundles,
- **Fast Delivery:** Our one **(1) State of Art State** distribution facility strategically located across the U.S. provide fast and cost-effective delivery on in-stock product. We deliver in just three days or less to over 90% of the country. Tracking information can be provided as soon as your order ships.
- **Program Correlations:** ITERS, ECERS and other scales are widely used as benchmarks for quality in programs across the U.S., and we make it easy to shop for products correlated to these scales. Simply visit the Resources section of our website to learn more.
- **New Center Openings & Expansion Services:** When it's time to expand or start anew, Discount School Supply is here to help with our expert New Center Openings team of professionals. From planning to purchase, to delivery and set-up, we can help you every step of the way. Visit [www.discountschoolsupply.com/nco](http://www.discountschoolsupply.com/nco) to learn more.
- **State of Art Services** for New Classroom and Center Openings utilizing the exclusive 3D classroom planner.
- **Easy-Order Tools:** We offer OHR – Order Hold and Release – an easy management tool for ordering online. OHR offers organizations to set approval roles and limits to allow for multiple order-placers and order-approvers within an account. We also offer a quick order form online, and favorites lists, which make reorders a snap.
- **Professional Development:** Discount School Supply invites educators to attend hands-on, topical and practical workshops offered by our educational consultants and early education experts.
- **Ideas Galore:** Free, fun and developmentally-appropriate activity ideas are abundant in the Resources section of our website. Need them on the go? We also have two apps available for mobile devices to help teachers easily browse our wide selection of free Arts and Crafts activities, each with clear goals and outcomes for children.
- **Curriculum Connections – Suggested Product Lists –** We make it easy to choose the best products for your classroom.
- **Grant Database:** Programs looking for grant money can be connected to available streams of dollars in their areas of focus by utilizing our online grant database.
- **Solutions for You:** Discount School Supply offers Solution Kits. (STEM, Arts & Crafts Classroom Furniture, Curriculum, and more) Product bundles, split-shipments for multiple classrooms on a single PO, future ship dates, or special orders are not a problem—if you need it, let's talk about it. We're here to make it easy for you.
- **Free Activities:** Explore endless craft ideas for every season. Visit our website for more of great ideas.

- **Access to Everything:** We have access to all of our manufacturer's full product lines, so if there is a size, color or configuration you need for your classroom but don't see it in our assortment, chances are we can get it for you. Simply call us and we'll work to get you what you need.
- **110% Happy Customer Guarantee:** We want you to be satisfied with your purchase and if for whatever reason you are not, we are here to make it easy with our hassle-free returns and no restocking fees.

New  
Furniture by Environments



Environments<sup>®</sup>

Kid Tough,  
Teacher Tested,  
Quality Assured.



**Built Kid Tough**  
for beauty that will stand the test of time



# Kid Tough

**Environments® furniture is smartly designed and built for long-lasting durability.** Suitable for classrooms and homes, our kid-tough birch wood furnishings withstand years of rigorous use and keep looking beautiful.

We're so confident in the durability of our furniture, we proudly offer a **Lifetime Warranty\*** on every single piece.



\*see [DiscountSchoolSupply.com](https://DiscountSchoolSupply.com) for warranty terms and limitations





### Easily Maneuvers



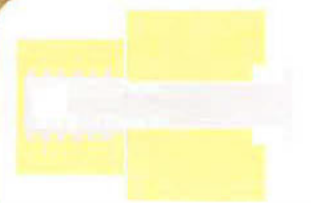
**Locking 3" casters with rubberized tread** easily maneuver over carpets and doorway thresholds.

### Built to Last

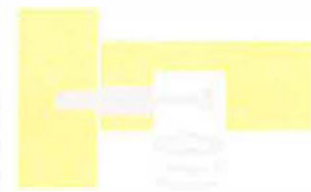


**Durable birch ply** is built to last for years to come.

### Heavy Duty



**Environments bolt & thread assembly**



**Other less durable cam screw construction**

Kid Tough. Teacher Tested. Quality Assured.



## Beautiful

Environments

Standard

Contemporary cream color  
is neutral and fits with any decor





**Beautiful, Practical and Long Lasting for Home or Classroom**

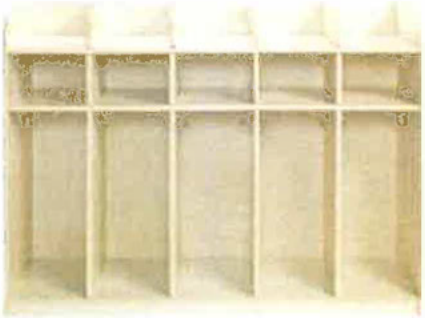


**Kid Tough. Teacher Tested. Quality Assured.**



# Comprehensive Selection

**Find the perfect piece for every environment!**  
 Environments® features a wide breadth of products designed for every area of the home or classroom. From specialized storage to dramatic play and more, we've got the right solution for you.



**lockers**



**storage**



**dramatic kitchen play**



**clear-back storage**



# Furniture for Every Space

With classic furniture pieces that look great anywhere, we've got just what you need.

book displays



teacher storage



dress-up



changing tables



Kid Tough. Teacher Tested. Quality Assured.

# Durable Finish

## Easy to Clean and Sanitize

Environments® furniture helps keep your learning and play environments clean and healthy. Each piece features a sealed and finished surface that is easy to clean and stands up to being sanitized again and again.



## Protective UV Coating

Our UV coating protects the surface from moisture while preventing harmful sun rays from discoloring the furniture.



Certified for optimal indoor air quality

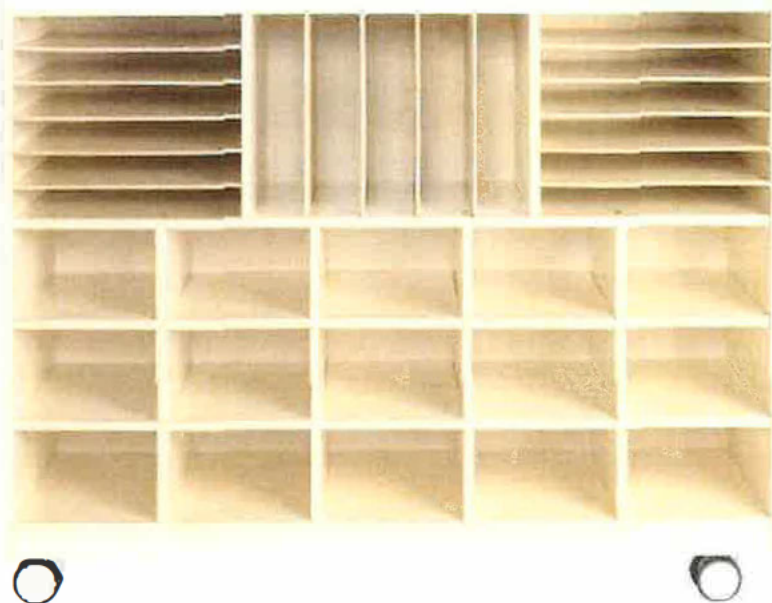
# You Choose

## Assembled or Ready to Assemble

We're here to help you make the best decision for you and your environment. Choose between assembled or ready to assemble furniture depending on what works best for you.

### Assembled

Save precious time and effort with our fully assembled furniture! Just move it into place and your learning environment is ready to go.



Easy and Effortless

Saves Money



### Ready to Assemble

Save money and flex your DIY skills! Comes with everything you need, including detailed instructions and a few tools. With a can-do attitude, you can build the learning environment of your dreams.

**Kid Tough. Teacher Tested. Quality Assured.**



# Environments<sup>®</sup>

**Kid Tough, Teacher Tested,  
Quality Assured.**

## 10 Reasons You'll Love Environments

1. Features our lifetime warranty\*
2. Easily maneuvers on large, rubberized casters
3. Sturdy construction, birch ply is built to last
4. Contemporary cream-colored finish
5. Heavy duty thread and bolt assembly
6. Comprehensive furniture selection
7. Durable UV finish is easy to clean
8. You choose assembled or ready to assemble
9. Designed and constructed for maximum safety
10. Certified for optimal indoor air quality



**Our product line is  
always expanding,  
shop our complete  
selection online.**

\*see [DiscountSchoolSupply.com](http://DiscountSchoolSupply.com) for warranty terms and limitations.



**TAB 9**

**Required Documents**

**TAB 9**  
**REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## **FEDERAL FUNDS CERTIFICATIONS**

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Participating Agencies may elect to use federal funds to purchase under the Master Agreement. 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 \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror 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.

(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 terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

(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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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

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

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

(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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

#### **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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

#### **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).

#### **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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**CERTIFICATION OF ACCESS TO RECORDS**

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

**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.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.



## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **FEDERAL REQUIRED SIGNATURES**

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

Offeror	Earlychildhood LLC d/b/a Discount School Supply
Address	20 Ryan Ranch, Suite 200
City/State/Zip	Monterey, CA 93940
Authorized Signature	
Date	2/27/2023

**ANTITRUST CERTIFICATION STATEMENTS**  
**TEXAS GOVERNMENT CODE § 2155.005**

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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 bid, 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 bid, 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 bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Earlychildhood LLC d/b/a Discount School Supply

Address 20 Ryan Ranch, Suite 200

City/State/Zip Monterey, CA 93940


Telephone Number 800-836-9515

Fax Number 800-879-3753

Email Address bidsupport@excelligence.com

Printed Name Lynn Yeager

Title VP of Sales

Authorized Signature 



## **STATE NOTICE ADDENDUM**

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>