

Region 14 Education Service Center (ESC)

Contract # 11-77

for

Instructional and Educational Resources

with

Really Good Stuff, LLC

Effective: May 1, 2023

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Really Good Stuff, LLC ("Vendor").

Recitals

, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-77, 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 (15th) 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

Really Good Stuff, LLC

Vendor Name

Sarah Vavra

Name

Lynn Yeager

Name

Sr. Vice President, Public Sector Contracting

Title

VP of Sales

Title

5001 Aspen Grove

Address

5 Research Drive, Ste150

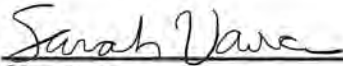
Address

Franklin, TN 37067

Address

Shelton, CT 06484

Address



Signature



Signature

May 1, 2023

Date

3/10/2023

Date



NCPA

An Omnia Partners Company

Solicitation Number 04-23

Instructional and Educational Resources

March 23, 2023

2:00 PM CT

Really Good Stuff®



Innovative, teacher-created classroom solutions

NCPA

An Omnia Partners Company
Regional 14 Education Service Center
For

RFP #04-23 INSTRUCTIONAL AND EDUCATIONAL RESOURCES

DISCOUNT AGREEMENT

1. Really Good Stuff would like to extend a **3% Off** Catalog Discount and **Free Shipping** to NCPA members.
2. The 3% discount will be off our regular pricing (merchandise total). Discounts cannot be combined with other Really Good Stuff promotional offers and/or coupons.
3. Pricing does not include Shipping and handling charges.
4. Lift Gate, Palletized Inside Delivery, White Glove, Priority Express, Outside Contiguous U.S., and International deliveries do not qualify for the free shipping discount.
5. Drop Ship items do not qualify for the free shipping discount. Drop ship items will be noted in our catalog and website with a truck icon that says, "ships separately" (see below example)



Ships separately

6. Delivery: In stock items 7-10 business days (ARO). Drop ship 1-4 weeks (ARO).
7. There is no minimum discount.
8. Shipping: Go to <https://www.reallygoodstuff.com/shipping-policy> for current shipping rates and policies.
9. Returns: Go to <https://www.reallygoodstuff.com/returns-exchanges> for current Return & Exchange policies.
10. **Purchase orders must reference "NCPA23" to ensure discount is applied.**
11. Please email purchase orders and quote requests to your Account Director Tisha Jacquot at tjacquot@reallygoodstuff.com.

Lynn eager
VP of Sales

Signature

3/14/2023

Date

Really Good Stuff®



fun tools for the classroom

STANDARD SHIPPING POLICIES

All standard packages are shipped UPS or through the USPS (at the discretion of Really Good Stuff). Some of our products require additional time and/or charges. Please refer to item description for details. Priority Shipping is not available on products that require additional shipping time or charges. In the event that one or more of your items is back-ordered, the bulk of your order will arrive within 7-10 business days of receipt of the order and the rest of the items will follow as soon as they are available.

Priority Express: Guaranteed delivery of in-stock items is 3 business days. Please add \$20.00 to standard shipping and include your street address. UPS will not deliver to a P.O. Box. Express delivery is not available for orders shipping outside the 48 contiguous U.S., or for items that require additional shipping time and/or charges. Please refer to item description for details. For orders over \$150.00, add an additional 12% to the order total, including the standard shipping charge.

Orders Outside the 48 Contiguous U.S.: For orders under \$200.00 shipping to U.S. addresses outside the 48 contiguous U.S. (i.e. HI, AK, PR, GM), please add \$15.00 to the standard shipping charge. For orders over \$200.00, please call our Customer Service Team at 877-867-1920.

International Orders: All orders shipping outside of the U.S. (except APO and FPO addresses) must pay with a VISA, MasterCard, Discover Card, or American Express. [Contact Us](#) for shipping and processing fees.

TRACK YOUR ORDER

We offer tracking for orders placed on our website or over the phone. All customers who placed their orders online will be issued tracking numbers, via email, to check the status of their orders. Don't forget to supply your email address when you are ordering so we can send you the tracking information. If you have placed your order over the phone, you may track your order on our website by using the order number that was supplied to you by one of our representatives at the end of your order.

[Track Your Order](#) or call our Customer Service Team directly at 877-867-1920, 9:00 AM to 5:00 PM (EST), Monday through Friday for information about your order.

SHIPPING FEES AND DELIVERY TIMES

All standard packages are shipped UPS or through the USPS (at the discretion of Really Good Stuff). Some of our products require additional shipping time and/or charges. Please refer to item description for details. In the event that one or more of your items are back-ordered, the bulk of your order will arrive within 7-10 business days of receipt of your order and the rest of the items will follow as soon as they are available.

Shipments During School Breaks and Holidays Please note any dates on your order when your school, Central Receiving Department, or residence will not be available to accept shipments due to holidays, extended vacation days, or summer break. We will work to schedule your order during a time when it can be received.

Really Good Stuff®



fun tools for the classroom

CANADIAN RESIDENTS — SHIPPING FEES, DUTIES, & TAXES

We make it easy! The order total for Canadian customers will include a surcharge equal to 20% of the product subtotal which covers all additional duties, taxes and international shipping and handling charges.

Payments made by credit card will be billed in U.S. dollars. Payments made by check must be in U.S. funds payable by a U.S. bank. Orders must include a valid phone number and physical street address to ensure successful delivery.

TRUCK/FREIGHT DELIVERY POLICIES

All orders with a Truck Icon on the product page and, in some cases, large multi-box orders will ship via truck. Truck orders are not eligible for expedited shipping and may require extra time in arriving to your destination. Below is some important information to keep in mind if your order is shipping via truck. If you have any questions or concerns, please call our Customer Service Team at 877-867-1920.

- **Someone must be present to sign for and receive your shipment.** (Note: In many cases trucking companies will call prior to arriving.)
- **Count all of the boxes prior to signing delivery receipt.** If the count is off, please note that on the receipt prior to signing and then call our Customer Service Team at 877-867-1920 for further assistance.
- **If the packages arrive with evident damage** you can refuse the shipment. If you accept the shipment, please note the damage on the receipt prior to signing and then call our Customer Service Team at 877-867-1920 for further assistance.
- **Be prepared to unload your delivery from the truck and bring it inside.** Truck delivery is not inside delivery and many include heavy or odd sized boxes. If you will need help, it is always best to arrange for it in advance.
- **Special Delivery Truck/Freight Options:** You will need one or more of these services if you cannot unload your delivery yourself, do not have a loading dock for truck deliveries or need special handling into the building.
 - **Lift Gate Delivery** – In most cases truck deliveries require a loading dock for the boxes to be taken off the truck. For buildings that do not have a loading dock, a Lift Gate is required to lower the packages off the truck. Once the packages are off the truck and on the ground, you are responsible for getting them inside the building. A Lift Gate surcharge of \$79.00 will be added to your order.
 - **Inside Delivery** – Inside delivery is a service that can be provided in which your delivery will be brought inside the threshold (doorway) of your building. An Inside Delivery surcharge of \$49.00 will be added to your order. This is not in-room delivery or set up and removal of packages. In some cases, a Lift Gate surcharge of \$79.00 will be added to your order in addition to the Inside Deliver surcharge if a loading dock is not available.
 - **White Glove Delivery** - White Glove Delivery is a full service delivery that can include delivery into the building or specific room, complete set up and placement of product, and removal of all packaging. White Glove Delivery is a separate quote and additional charges may apply. Please contact our Customer Service Team at 877-867-1920 for more information.

Really Good Stuff®

Innovative, teacher-created classroom solutions

SALES & CUSTOMER SERVICE

Really Good Stuff's dedicated Account Management Team is committed to meeting every district's individual requirements and goals through responsive, personalized service. Call 877-867-1920 and let us know how we can help.

SALES

Request a Quote: Looking for a quote on any product or a small or large order? We are here to help. Download Quote Request Form as an [Excel File](#) or a [PDF File](#).

Sole Source Affidavit: We are happy to be a sole source provider. For information, please contact Customer Service Team at 877-867-1920. Download Sole Source Affidavit Form as an [Excel File](#) or a [PDF File](#).

Bid List: We'd love to be added to your bid list today. Download Bid Request Form as an [Excel File](#) or a [PDF File](#).

ORDERING

Phone Orders: Call us toll-free Monday through Friday.

Daytime Phone	Evening Phone
877-867-1920	800-366-1920
8:30 AM to 5:00 PM (EST)	After 5:00 PM (EST)

Fax Orders: Call our 24-hour fax line at 203-268-1796 to send signed P.O. forms.

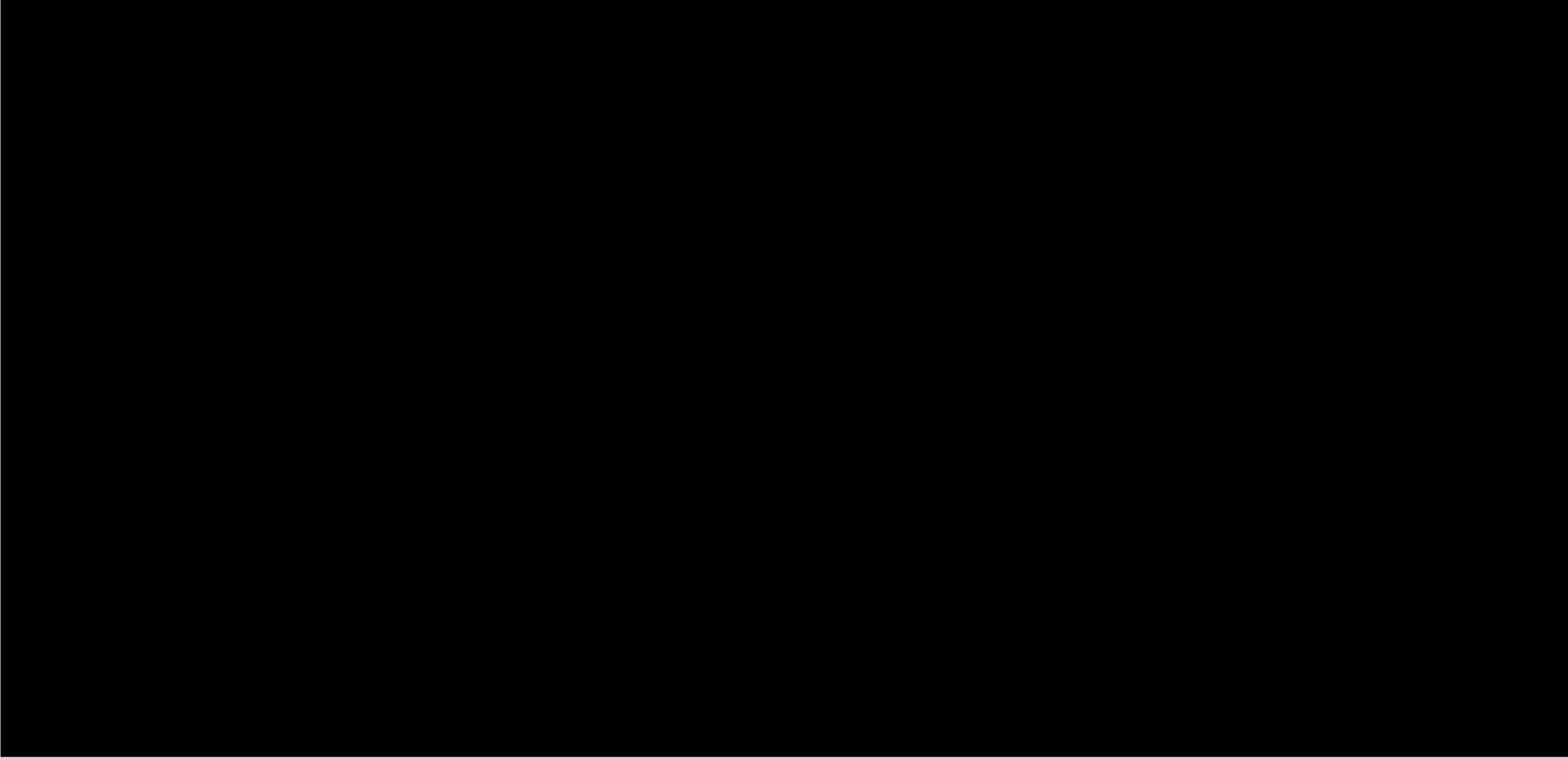
Mail Orders: Mail signed P.O. forms to the following address.

Really Good Stuff, LLC.
P.O. Box 1111
Shelton, CT 06484-1110

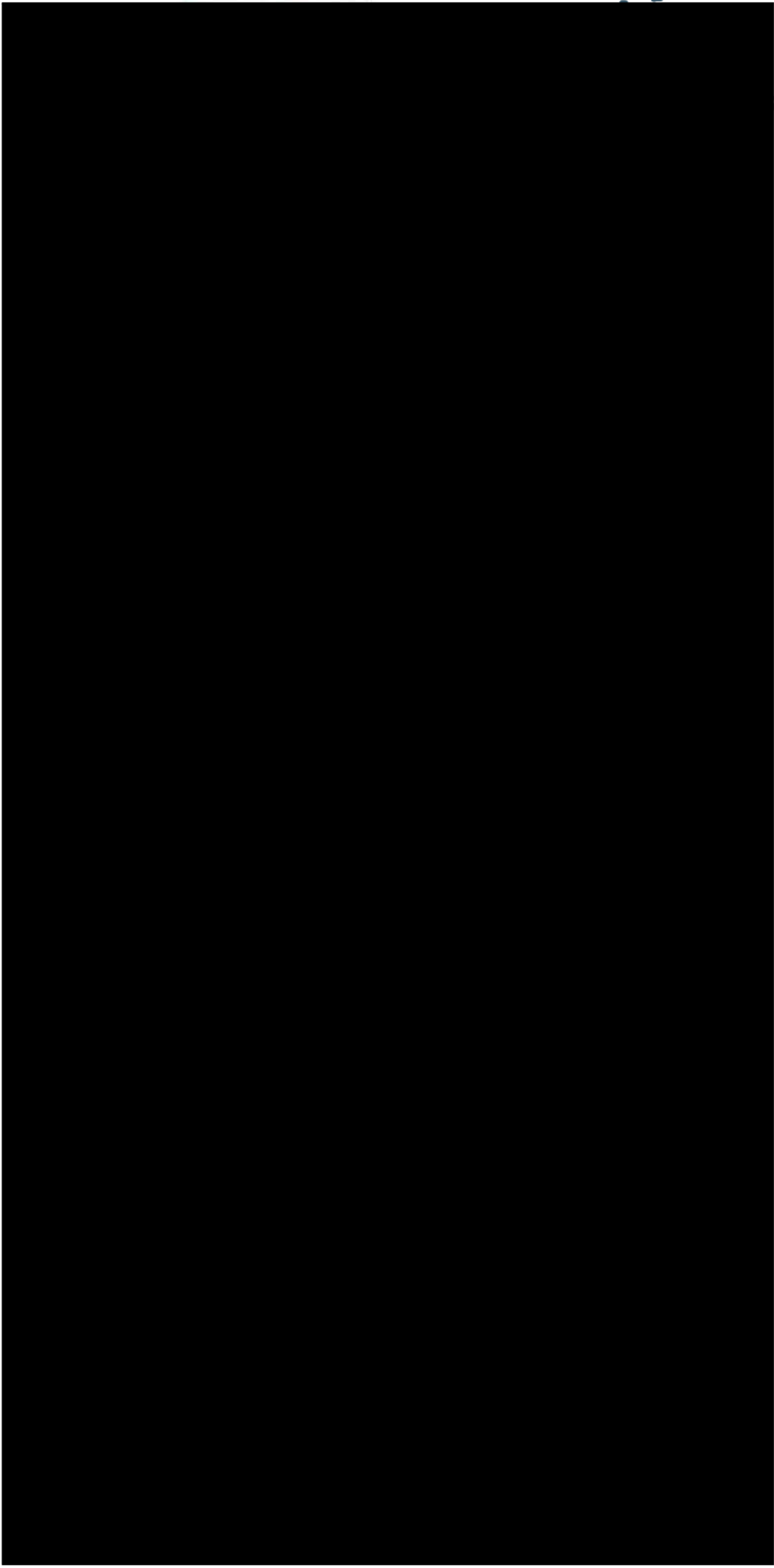
Online Orders: Enter a P.O. number and school name during checkout.

**Customer Experience and Sales
Organization Charts**

Customer Experience - RCS



Shelton - Sales





**REQUEST FOR PROPOSAL (RFP) FOR
Instructional and Educational Resources**

**SOLICITATION NUMBER
04-23**

**PUBLICATION DATE
February 7th, 2023**



Competitive Solicitation by
Region 14 Education Service Center for
Instructional and Educational Resources on behalf
of itself and other Government Agencies and
made available through the
National Cooperative Purchasing Alliance RFP
04-23

NOTICE TO RESPONDENT:

Tab 1

Master Agreement- General Terms and
Conditions

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

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

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

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

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**

Really Good Stuff, LLC

Company Name

5 Research Drive, Ste150

Address

Shelton,

City

CT

State

06484

Zip

877- 867-1920

Telephone Number

203-268-1796

Fax Number

bidsupport@excelligence.com

Email Address

Lynn Yeager

Printed Name

VP of Sales

Position



Authorized Signature

Please note highlighted section in Tab 3, Tab 4, Tab 6 in **red** are exempt from being published.

Tab 2

NCPA Administration Agreement

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of March 23, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Really Good Stuff, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated March 23, 2023, 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 (15th) 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

Really Good Stuff, LLC
Vendor Name

Name

Lynn Yeager
Name

Title

VP of Sales
Title

Address

5 Research Drive, Ste150
Address

Address

Shelton, CT 06484
Address

Signature


Signature

Date

3/10/2023
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"/> All 50 States & District of Columbia (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"/> All U.S. Territories and Outlying Areas Excluded are Drop Ship items. Furniture and Equip (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

<input type="checkbox"/> Midway Islands	NA
<input checked="" type="checkbox"/> All Canada Provinces and Territories 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 _Shelton,
_____, State of __CT_____.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd 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	_____
Title	Lynn Yeager
Company	_____
	VP of Sales
Address	_____
City/State/Zip	Really Good Stuff, LLC
Phone	_____
	5 Research Drive, Ste150
Email	_____
	Shelton, CT 06484

	877- 867-1920

	bidsupport@excelligence.com

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 Confidential	Discount Offered	Expires	Annual Sales Volume
Buyboard TIPS	[REDACTED]		

Tab 4

Vendor Profile



Please provide the following information about your company:

- Company's official registered name.
Really Good Stuff, LLC
- Brief history of your company, including the year it was established.
Go to: <https://www.reallygoodstuff.com/about-us>.
- Company's Dun & Bradstreet (D&B) number.
#084799477
- Company's organization chart and those individuals that would be involved in the contract.
Please See attached.
- Corporate Office Locations:
 - List the number of sales and service offices for states being bid in solicitation.
 1. **Corporate Office: Really Good Stuff, LLC, 5 Research Drive, Suite 200, Shelton, CT 06484**
 2. **Warehouse: 17001 Mercury, Olathe, KS 60661**
 - List the names of Key contact at each address with Title address, phone and e-mail address.
 1. **Lynn Yeager**
VP of Sales
5 Research Drive,
Shelton, CT 06484
lyeager@reallygoodstuff.com
P 877-867-1920
F: 203268-1796
 2. **Main Contact:**
Tisha Jacquot
Account Director
5 Research Drive, Suite 200
Shelton, CT 06484
tjacquot@reallygoodstuff.com
P: 203-880-6401
C: 203-650-7049
 3. **Alan Johnson**
Senior Manager- Customer Experience/Bid Department
5 Research Drive
Shelton, CT, 06484
ajohnson@reallygoodstuff.com
P: 877-867-1920
C: 203-638-6461

(con't.) List the names of Key contact at each address with Title address, phone and e-mail address.

4. **Bid Department**
5 Research Drive, Suite 200
Shelton, CT 06484
bidsupport@reallygoodstuff.com
P: 877-867-1920
F:203-268-1796

Define your standard terms of payment.

Net 30 days

Who is your competition in the marketplace?

Lakeshore, School Specialty.

Provide Annual Sales for last 3 years broken out into the following categories: Cities / Counties

- **K-12**
- **Higher Education**
- **Other government agencies or nonprofit organizations Annual Sales for the company as a whole**

Please see response below. **Information below to remain confidential**

	Confidential	2020	2021	2022
1	Public Schools – K12			
	Confidential			
1	Public Schools – K12			
	Confidential			
3	Government			
	Confidential			
4	Other Government			
	Confidential			

Really Good Stuff®



Innovative, teacher-created classroom solutions

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

- Year 1: [REDACTED]
- Year 2: [REDACTED]
- Year 3: [REDACTED]

What differentiates your company from competitors?

Really Good Stuff offers one of kind supplemental products that have the ability to engage students of all levels in targeted, fun and creative lessons. Our products can help measure student progress and the effectiveness of learning materials. We can adapt classroom tools to address students' individual needs. We offer In-depth activity and teaching guides which includes detailed instructions, best practices, and follows the gradual release instructional model (I do, we do, you do) along with assessment tools/record sheets for progress monitoring and individual accountability. Our products fit into the multi-tiered system for full class instruction, small group and RTI.

Describe how your company will market this contract if awarded.

Sales

Outbound calling campaign: Account managers are assigned territories by state. They are trained on the NCPA/Really Good Stuff program. When calling into member districts they will lead with the contract. The primary goal of the outbound call campaign is to drive NCPA members towards Really Good Stuff products utilizing the contract vehicle. In addition, we employ a full-time Bid Manager who will be responsible for researching new opportunities within the member states, contract compliance, and reporting.

Marketing eProcurement: We successfully launched a robust eProcurement platform to allow for a seamless and user-friendly buying experience.

Social Media: "Really Good Teachers" Blog, Facebook, Twitter. At Really Good Stuff, we're committed to bringing you the best teaching resources online and off.

Really Good Stuff®



Innovative, teacher-created classroom solutions

We understand that now, more than ever, technology allows you to expand your Personal Learning Networks (PLNs) to connect with resources around the world. With mutual approval, the NCPA/Really Good Stuff partnership would be posted on all social media channels and “Really Good Teachers” blog announcing the agreement.

Really Good Teachers: The Blog was developed as a networking tool to bring teachers and school administrators together. It’s a forum that promotes fun and informative topics in a friendly environment. www.blog.reallygoodstuff.com Facebook: www.facebook.com/ReallyGoodStuff Twitter: www.twitter.com/reallygoodstuff

Direct Mail & Electronic Collateral: Our Marketing team designs promotional flyers for use by Really Good Stuff sales representatives to promote additional business through the contract. The collateral may include promotions and are updated as necessary to reflect changes in the product lines, service or other company driven goals. Flyers are meant to direct business to the NCPA Account Team. The Account Managers will also use this as a direct mail piece and in the form of an electronic file to assist them in promoting more business.

Trade Shows: Really Good Stuff will attend trade shows throughout the region when appropriate. This gives us an opportunity to reach a wide breadth of potential customers and continue to position NCPA/Really Good Stuff partnership in new venues.

Describe how you intend to introduce NCPA to your company.

The entire sales team at Really Good Stuff is accustomed and at home with NCPA based on previous contracts. An announcement will be made

to continue our efforts to provide its members with the best possible pricing and exceptional customer service when needed.

Really Good Stuff®



Innovative, teacher-created classroom solutions

Describe your firm's capabilities and functionality of your on-line catalog /ordering website.

We have successfully expanded our eCommerce ordering capabilities to include punch-out integration. At this time we work with various eProcurement systems as well as 3rd party integrators such as eSchoolMall / EqualLevel/AdoptAClassroom/Classwallet

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Our dedicated customer service staff is available between the hours of 9am-11pm Monday through Friday. You will experience a kind and friendly staff willing and able to assist with all your customer needs.

Our staff includes service representatives specifically assigned to handle all quotes, Sole Source letters, and general inquiries.

Team members are knowledgeable in the order process and can help answer questions or handle any situation that may arise.

Green Initiatives

- 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.

Protecting our forests :Really Good Stuff is reducing the size of their environmental footprint by purchasing from print manufacturers that obtain tree fiber from sustainable sources. These sources are either certified by the Forest Stewardship Council (FSC) or Sustainable Forestry Initiative (SFI). Look for the FSC or SFI logo on the print products that you purchase from us and know that together we are all doing our part to help sustain the environment!

Really Good Stuff®

Innovative, teacher-created classroom solutions



Anti-Discrimination Policy (if applicable)

Describe your organization anti-discrimination policy.

Please see attached.

Vendor Certifications (if 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.

See attached



Certificate of Legal Existence

Secretary of the State of Connecticut Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: January 25, 2023

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify that the below limited liability company organized under the laws of United States / DE and transacting business in the state of Connecticut filed an application for certificate of registration to transact business in this office.

A certificate of withdrawal of registration has not been filed, and so far, as indicated by the records of this office, such limited liability company is authorized to transact business in Connecticut.

Business Details

Business Name in State of Formation	REALLY GOOD STUFF, LLC
Name used to transact Business in Connecticut	REALLY GOOD STUFF, LLC
Business ALEI	US-CT.BER:1195163
Registration Date	01/15/2016



Secretary of the State

Business ALEI: US-CT.BER:1195163
Note: To verify this certificate, visit Business.ct.gov

Certificate Number: C-00076895



EEO Statement

EXCELLIGENCE LEARNING CORPORATION EEO STATEMENT

Part I – Equal Employment Opportunity Statement

Excellence Learning Corporation and its subsidiaries is an Equal Opportunity Affirmative Action employer. We are committed to elimination of barriers that restrict the employment opportunities available to women, minorities, and the disabled and to eliminate the present effects of past discrimination.

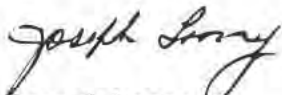
Basic to our democratic concept of freedom and justice is economic opportunity. This cannot be achieved by merely decrying the fate of persons who have been excluded from the mainstream. It takes reaching out and working to overcome the effects created by racism, sexism, indifference and ignorance, and the manner in which institutional, cultural, and social forces tend to perpetuate the status quo.

We recognize that equal employment opportunity requires affirmative steps to ensure the full utilization of people of all backgrounds who possess the best available skills.

Excellence Learning Corporation provides equal employment opportunities for the good of the public; and on the basis of merit, fitness and industry as established by appropriate tests without regard to race, color, religion, sex, sexual orientation, medical condition, ancestry, age, national origin, disability, AIDS, marital status, or veteran status.

Our commitment to equal employment opportunity extends to all job applicants and employees and to all aspects of employment, including recruitment, hiring, training, assignment, promotion, compensation, transfer, layoff, reinstatement, benefits, education, tuition assistance, and termination.

We affirm our commitment to good faith effort to attain the goals indicated in the Affirmative Action Plan. We further pledge our support for the objective of the Affirmative Action Plan and for a work environment without discrimination.

A handwritten signature in black ink that reads "Joseph Looney".

Joseph Looney
Chief Financial Officer



Certificate of Liability



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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Really Good Stuff, LLC 20 Ryan Ranch Road Suite 200 Monterey, CA 93940	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>National Union Fire Insurance Company of P</td> <td>19445</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Insurance Company of P	19445	INSURER B:	Continental Insurance Company	35289	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: W28314363** **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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1947029	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
OTHER:				GENERAL AGGREGATE	\$ 2,000,000			PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			1722405	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> AUTOS ONLY							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			7034643588	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEF	<input checked="" type="checkbox"/> RETENTIONS	10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			013759843	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
A	Workers Compensation - CA and Employers Liability			013759844	10/01/2022	10/01/2023	E.L. Disease - POLICY LIMIT	\$ 1,000,000	
	Per Statute						EL - Each Accident	\$1,000,000	
							EL Disease - Pol Int	\$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

© 1988-2016 ACORD CORPORATION. All rights reserved.



W-9

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Really Good Stuff, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership* <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>C</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 1111</p> <p>6 City, state, and ZIP code Shelton, CT 06484-1110</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; height: 20px;"></td> </tr> </table>		-		-						
	-		-							
or										
Employer identification number										
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0	6	-	0	9	5	7	6	9	2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/4/23</u>
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

- Form 1099-INT (interest earned or paid)

Tab 5

Products and Services



Product Categories

Really Good Stuff offers the following categories in our catalog.

Categories:

Arts& Crafts,
Early Childhood
Classroom Bundles-Home Kits
Social and Emotional (SEL)
Sand & Water
Manipulatives
Block Play
Puzzles
Language & Literacy
Mathematics
Instructional Solutions
Science
Classroom and Organization
Social Studies
Stem/Curriculum
Curriculum Resources
Classroom Furniture * New Environments Furniture
Storage
Dramatic Play
Tables & Chairs
Organizers
Carpets
Teacher Supplies/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.



Quality Statement

Quality 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.

[Close](#)





Our Guarantee to YOU

We want you to be happy with everything you purchase. If something doesn't meet your satisfaction, simply return the unused product following the directions on the back of your packing slip. We'll be happy to give you a refund, an exchange, or a credit on your next order. Items must be unused and in their original packaging. The original shipping cost is not refundable and customers are responsible for return shipping cost. Returns after 30 days, please [contact us](#), may be subject to restocking fees if approved.

Tab 6

References



Innovative, teacher-created classroom solutions

Tab 6 - References

Entity Name: **DALLAS ISD**

Contact Name & Title:

City & State:

Phone:

Email:

Years Services:

Description of

Services: Annual

Volume:



Entity Name: **CYPRESS-FAIRBANKS**

Contact Name & Title:

City & State:

Phone:

Email:

Years Services:

Description of

Services: Annual

Volume:



Entity Name: **FRISCO ISD**

Contact Name & Title:

City & State:

Phone:

Email:

Years Services:

Description of

Services:

Annual Volume:



Entity Name: **CONROE SD**

Contact Name & Title:

City & State:

Phone:

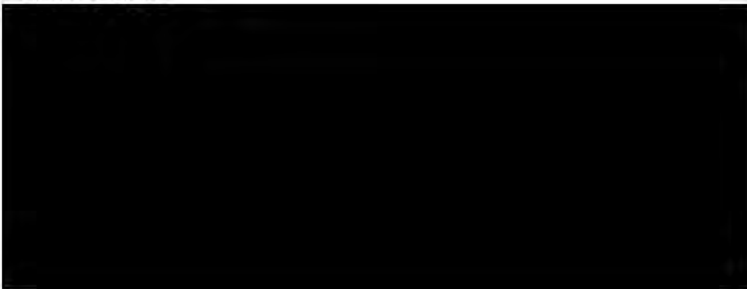
Email:

Years Services:

Description of

Services:

Annual Volume:



Entity Name:
Contact Name &
Title: City & State:
Phone:
Email:
Years Services:
Description of
Services: Annual
Volume:

MARION CO SCHOOL BOARD



Entity Name:
Contact Name &
Title: City & State:
Phone:
Email:
Years Services:
Description of
Services:
Annual Volume:

HILLSBOROUGH CO PUBLIC SCHOOL



Entity Name:
Contact Name &
Title: City & State:
Phone:
Email:
Years Services:
Description of
Services:
Annual Volume:

FORT WORTH ISD



Entity Name:
Contact Name & Title:
City & State:
Phone:
Email:
Years Services:
Description of
Services:
Annual Volume:

LA JOYA ISD





Entity Name:
Contact Name & Title:
City & State:
Phone:
Email:
Years Services:
Description of
Services:
Annual Volume:

NORTHSIDE ISD



Entity Name:
Contact Name & Title:
City & State:
Phone:
Email:
Years Services:
Description of
Services:
Annual Volume:

ALDINE ISD



Tab 8

Value Added Products and Services



VALUE ADD

About Really Good Stuff:

Since 1992, Really Good Stuff has been an industry leader in providing fun and engaging educational products created by teachers, for teachers, with children at the forefront of everything we do.

About Our Assortment:

Our products are designed and aligned to state and national standards. Our proprietary assortment is created by our team of teachers in conjunction with industry experts and our educator advisory panel. Educators love our products for both their innovation and practical classroom application.

From fun and engaging learning solutions including social-emotional and curriculum support, to teacher supplies, easels and the bins that keep it all organized, we have it all. Really Good Stuff can be a partner educators can count on to help engage their students and ensure success in the classroom.

Product Standards Match:

Educators love our products for both their innovation and practical classroom application. Our Standards Match tool makes it as easy as possible for our customers to find the perfect product to meet specific standards.

Simply click the link below. Select your state. Select a Grade Level. Select a Subject. You will then see a list of the Standards for the criteria you have entered. There are individual links to all of the Really Good Stuff products that meet that particular standard.

<https://www.reallygoodstuff.com/standards-match>

We've worked hard to make it as easy as possible for our customers to find the perfect product to meet specific standards.

Really Good Stuff®

Educational Solutions | Enrichment Programs



Back to School



Family Engagement



Summer Success

Custom Federal programs can be tailored to English Language Arts, ESL/ELL, Math, Science, etc.

The Really Good Stuff Enrichment program is your partner in creating tools to keep students excited and engaged throughout the year.

- Completely customizable
- Budget friendly
- Aligned to support school and district wide initiatives
- Fun, game-like hands-on learning tools are curriculum based
- Designed to help students stay the course
- Encourages families to support their student's success



Customized Learning Solutions by Really Good Stuff

Really Good Stuff is a recognized industry leader in building supplemental curriculum solutions for issue-specific challenges.

- Established in 1992
- Highest quality products
- Solutions team dedicated to your success



Really Good Stuff, LLC.
Inside Sales Department
P: 800.366.1920
sales@reallygoodstuff.com
www.ReallyGoodStuff.com

State & Federal Programs — TI & TIII Approved



Welcome Back To School

Get your students engaged and excited about coming back to school, school spirit, and learning!

In addition to Really Good Stuff products, we can include BTS items like pencils, notebooks, tissues, etc.



Family Engagement

A fun and engaging pack of learning tools that student and families can work on together.

Focused on subject and in classroom work, these kits help create a positive learning environment in the home or Resource Room.



Learning Success

Keep them engaged all summer long with game-like materials and references to reinforce the previous year and ensure a strong start to the new year.

Add in a prize for handing in completed Journals to the next grade Teacher for added incentive and quick evaluation.



Literacy & Math Nights

Increase participation while providing relevant and aligned supplemental materials that are fun and engaging.



Dual Language

Target specific needs with fun creative activities that support and reinforce the classroom learnings. These take home enrichment kits are great for the whole family to get involved.



Kindergarten Readiness

Learn basic letter and number recognition, Build solid language and communication skills, Increase social and emotional skills, Develop fine motor and gross motor skills and Succeed in kindergarten!

Other Great Enrichment Kits



After School



Winter/
Spring Break



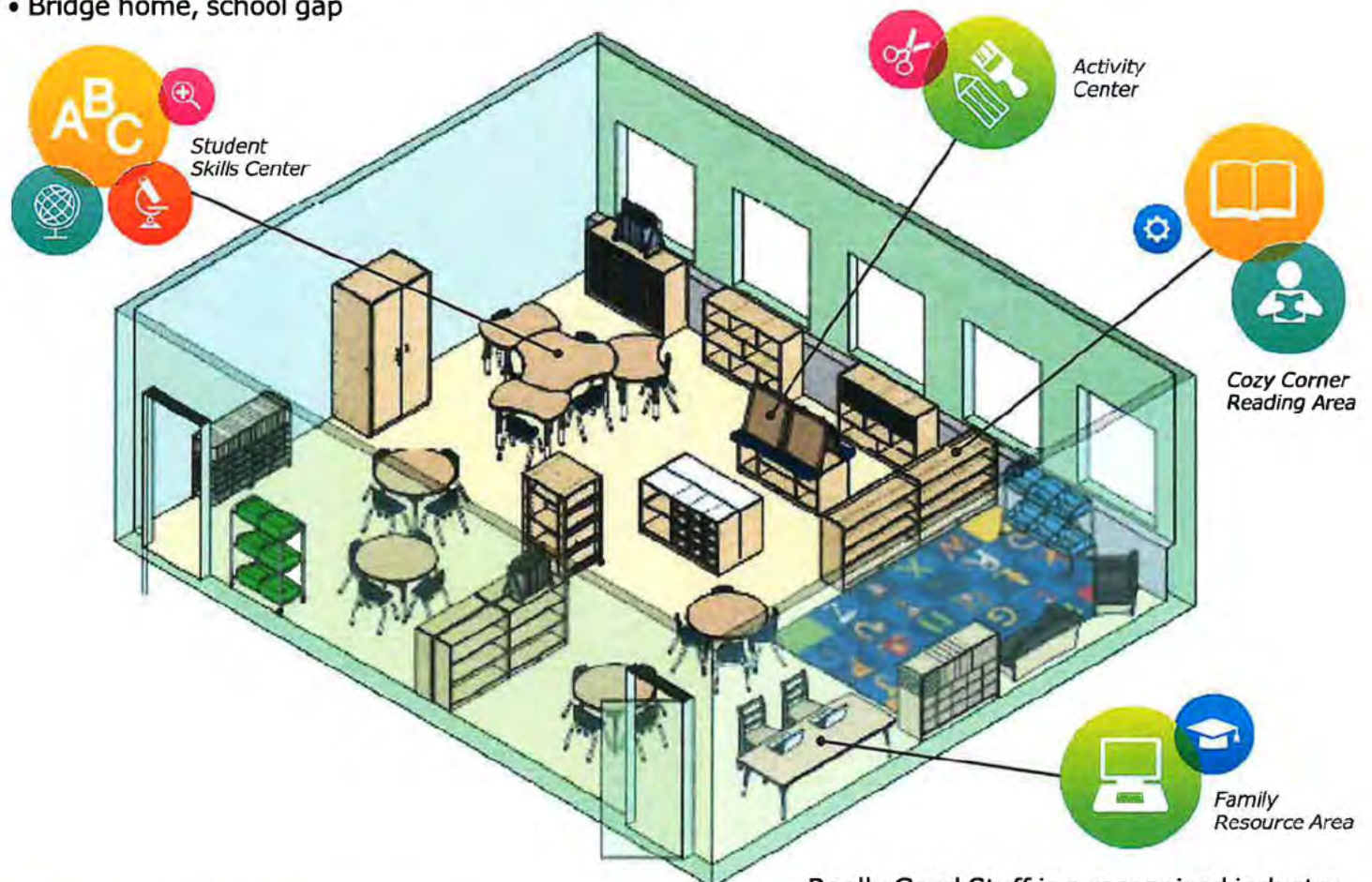
My Learning/
Experience Journal

Really Good Stuff

Educational Solutions | Resource Rooms

Really Good Stuff Resource Rooms offer a place for students to receive educational support needed for success in school. Providing a safe, friendly environment that allow the student, family and educators to come together in the learning process.

- State & Federal Programs — TI & TIII Approved
- Project consultation and planning
- Custom room design
- Budget friendly solutions
- Aligned to support school and district wide initiatives
- Complete turnkey installation
- Bridge home, school gap



Really Good Stuff, LLC
Inside Sales Department
P: 800.366.1920
sales@reallygoodstuff.com
www.ReallyGoodStuff.com

Really Good Stuff is a recognized industry leader in classroom solutions meeting educational and issue specific initiatives.

- Established in 1992
- Highest quality products
- Solutions team dedicated to your success

Really Good Stuff

Resource Rooms offer complete educational support solutions that include everything from the furnishings to hands-on, fun, game-like, and interactive supplemental literacy, math and curriculum products.

State & Federal Programs — TI & TIII Approved



Cozy Corner Reading Area

Provide a quiet comfortable "kids only" area for students to read and enjoy while the family engages the teacher or other resources.



Student Skills Center

Open and inviting the Skill Center areas allow the student to work independently or with the support of other students, teachers or family members.

Leverage the latest in Really Good Stuff curriculum based tools and materials. Fun, game like, hands on materials, aligned and supporting Federal and State Standards.



Family Resource Area

A computer nook for families and students to write papers, resumes, research on the internet and expand core computer skills.



Activity Center

A fun filled, interactive center designed to spark imagination and creativity with the latest arts and crafts.

Really Good Stuff Resource Rooms

- Free project consultation and planning
- Custom room design
- Budget friendly solutions
- White glove installation
- Thousands of supplemental curriculum products to choose from
- Full product training available



Contact Really Good Stuff today at (800) 366.1920 or sales@reallygoodstuff.com for Resource Room solutions that meet your specific classroom, school and district needs.

Who We Are And What Do We Do?

Since we opened our doors in 1992, Really Good Stuff has dedicated itself to providing products and services that help teachers make a difference in children's lives.

Warranty - At Really Good Stuff, your satisfaction is our number one concern. Therefore, we'll take back any product at any time and for any reason. We will promptly replace the item or refund your money.

Sole Source – Our custom kits are sole source solutions created with proprietary materials to meet customers specific needs and educational objectives.

Customer Service - Our dedicated customer service staff is available between the hours of 9am-5pm est Monday through Friday at 877-867-1920. You will experience a kind and friendly staff willing and able to assist with all your customer needs.

Inside Sales Account Management Team – Really Good Stuff's dedicated **Account Management Team** is committed to meeting every district's individual requirements and goals through responsive, personalized service. Call **800-366-1920** and let us know how we can help.

Distribution - Our distribution center provides the most efficient shipping solution to our customers from our warehouse located in Kansas City, MO. Our products are distributed nationwide through UPS and various motor freight carriers.

Going Beyond the Classroom and into the Home

Really Good Stuff has the product solutions to support State and Federal programs and initiatives. We can help your students succeed along their educational journey.

Classroom



School



District



Outside of School



Considerably More than Classroom Materials

Through innovative products, targeted solutions, and exceptional service/support; Really Good Stuff is assisting educators at all levels to energize the learning process. Going beyond Teacher Management Tools to become a premier supplier of **Supplemental Curriculum**.

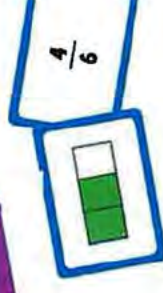
Literacy Dual Language

- Reading Comprehension
- Language & Vocabulary
- Writing and Foundational Skills



Math

- Operations & Algebraic Thinking
- Numbers & Operations In Base Ten
- Measurement & Data



Kindergarten Readiness

- Basic Letter/Number Recognition
- Build Language & Communication Skills
- Develop Fine & Gross Motor Skills



Enrichment Programs

- Completely Customizable
- Budget Friendly Solutions
- Program or Initiative Based



Hands-on and Interactive Materials



- 15-20 minutes activities
- Easy to understand
- Easy to use



- Fun and game-like
- Reinforce classroom learning
- GREAT for Family Engagement

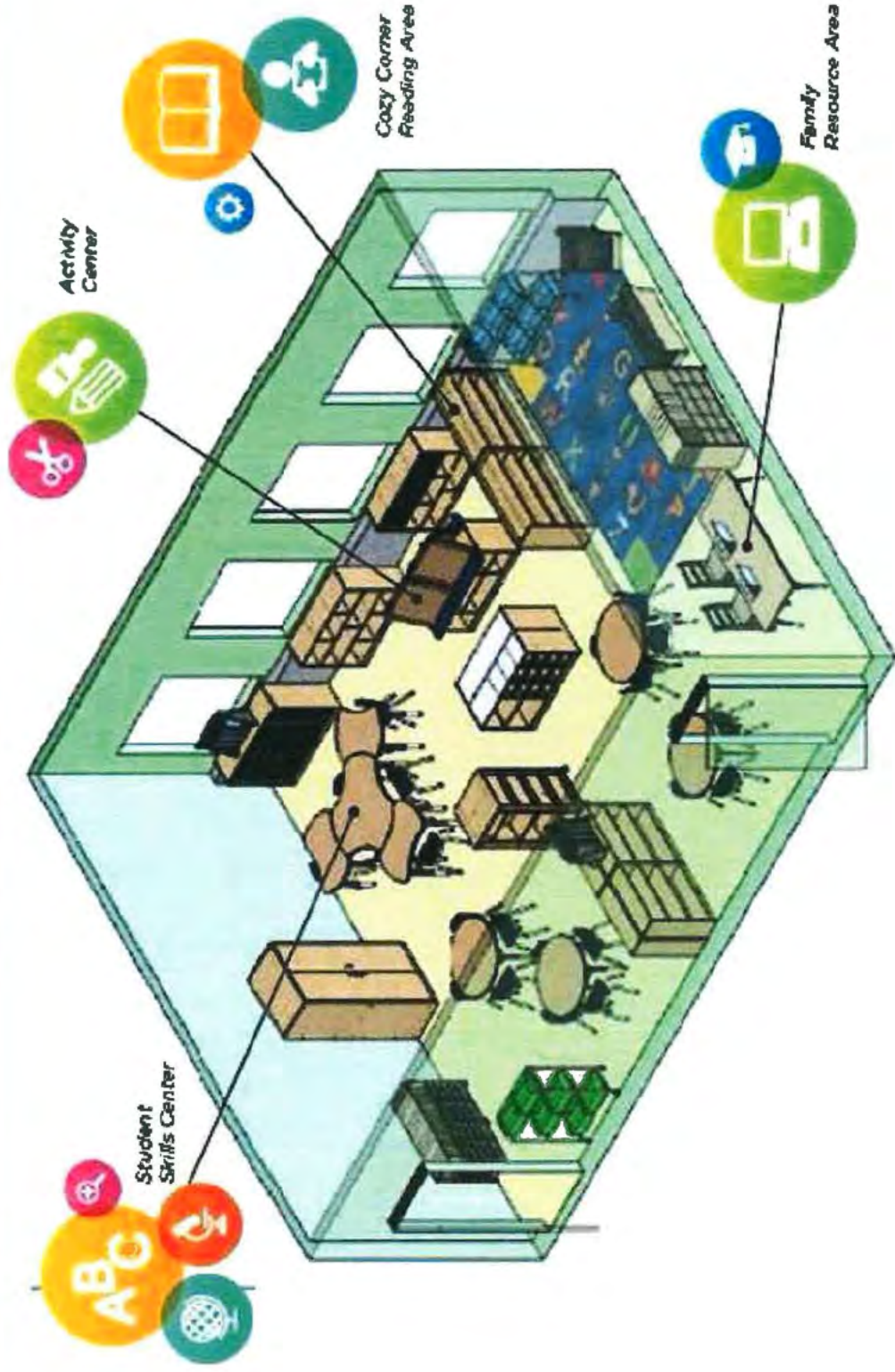
Educational Solutions – Customized Kits

- Completely customizable
- Aligned to support school and district wide initiatives
- Designed to help students stay the course
- Budget friendly
- Qualifies for state and federal funding
- Bridges the home to school gap



Really Good Stuff 

Really Good Resource Room – Sample Design Layout



Educational Solutions - Resource Rooms

- Encourages family and community engagement
- Aligned to support school and district-wide initiatives
- Custom room design
- Budget friendly solutions
- Project consultation and planning
- Complete turnkey installation
- Bridges the home to school gap



Dual Language Resources

**Supplement Any Dual Language Program
With These Engaging, Hands-On Tools!
The Same Products Are Available In English And Spanish!**

Achieve biliteracy and bilingualism with our dual language enrichment materials. These Spanish literacy products have an English equivalent—with appropriate adjustments for language differences—making them perfect for teaching content in both Spanish and English. All of our products are great for take-home use and qualify for Title III funding. If you like what you see here, visit our Web site or contact your account manager for more information!





Environment Furniture



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 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[®]

**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 for warranty terms and limitations.

Tab 9

Required Documents

TAB 9 REQUIRED DOCUMENTS

- 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

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

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

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 8th, 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

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 Really Good Stuff, LLC

Address 5 Research Drive, Ste150

City/State/Zip Shelton, CT 06484

Authorized Signature 

Date 3/10/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

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 Really Good Stuff, LLC

Address 5 Research Drive, Ste150

City/State/Zip Shelton, CT 06484

Telephone Number 877- 867-1920

Fax Number 203-268-1796

Email Address bidsupport@excelligence.com

Printed Name Lynn Yeager

Title VP of Sales

Authorized Signature 

STATE NOTICE ADDENDUM

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>