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APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company EPS OPERATIONS, LLC

Name Brent Goodman

Signature 

Title Bids & Contract Manager

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☒ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☒ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

- a. Click on “Employee Information Report”
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm EPS OPERATIONS, LLC

Address 80 Northwest Blvd

City, State, Zip Nashua, NH 03063

Name of Authorized Agent Brent Goodman Title Bids & Contracts Manager

SIGNATURE  Date 09/07/2023


CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

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

EPS OPERATIONS LLC
80 NORTHWEST BLVD.
NASHUA

NH 03063




ELIZABETH MAHER MUOIO
State Treasurer

Division of Revenue & Enterprise Services
Central Forms Repository & Payment Collection System
View Employee Information Report (AA302 Initial Form)

Section A - Company Identification

1. FID Number or SSN: 2. Type of Business: 3. Total NO. Employees in the Entire Company:

4. Company Name:

5. Street: City: County:
State: Zip Code:

6. Name of Parent or Affiliated Company (if none, so indicate):
City: State: Zip Code:

7. Company Type: 8. State the Number of Establishments in NJ location:

9. Total Number of employees at establishment which has been awarded the contract:

10. Public Agency Awarding Contract: City:
County: State: Zip Code:

Section B - Employment Data

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories.

Job Categoriess	MALE Black	MALE Hispanic	MALE Amer. Indian	MALE Asian	MALE Non-MIN	MALE 2 or More Races	MALE TOTAL
Officials / Managers	0	0	0	0	9	1	10
Professionals	0	1	0	0	1	0	2
Technicians	0	0	0	0	0	0	0
Sales Workers	1	1	0	0	7	0	9
Office & Clerical	0	0	0	0	3	0	3
Craftworkers (Skilled)	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Temporary & Part-Time Employees	0	0	0	0	1	0	1
TOTAL	1	2	0	0	21	1	25

TOTAL MALE COUNT: 25

Job Categoriess	FEMALE Black	FEMALE Hispanic	FEMALE Amer. Indian	FEMALE Asian	FEMALE Non-MIN	FEMALE 2 ore More Races	FEMALE TOTAL
Officials / Managers	0	0	0	0	15	0	15
Professionals	1	2	0	1	9	0	13
Technicians	0	0	0	0	0	0	0
Sales Workers	0	1	0	0	22	1	24
Office & Clerical	0	1	0	0	11	0	12
Craftworkers (Skilled)	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0
Temporary & Part-Time Employees	0	0	0	0	13	0	13
TOTAL	1	4	0	1	70	1	77

TOTAL FEMALE COUNT: 77

12. How Was Information as to Race or Ethnic Group in Section B Obtained:

13. Date of Payroll Period Used From: To:

Section C - Personal Identification

14. Contact Na 15. Title: 16. Contact Email:

17. Address City: State: Zip Code:

18. Phone Number Phone Extension:

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company EPS OPERATIONS, LLC

Name of Authorized Representative Brent Goodman, Bids & Contracts Manager

Signature  Date 09/07/2023



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EPS OPERATIONS, LLC

Trade Name:

Address: 2029 CENTURY PARK E. SUITE 400
LOS ANGELES, CA 90067

Certificate Number: 2833782

Effective Date: April 11, 2023

Date of Issuance: April 11, 2023

For Office Use Only:
20230411121859919

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

FILING CERTIFICATION (CERTIFIED COPY)

**EPS OPERATIONS, LLC
0450917417**

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named did file and record in this department the below listed document(s) and that the foregoing is a true copy of the formation certificate as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
26th day of January, 2023*

A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

*Certificate Number : 4196431207
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp*

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION

EPS OPERATIONS, LLC
0450917417

The above-named FOREIGN LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/26/2023 and was assigned identification number 0450917417. Following are the articles that constitute its original certificate.

1. **Name:**
EPS OPERATIONS, LLC
2. **Registered Agent:**
C T CORPORATION SYSTEM
3. **Registered Office:**
820 BEAR TAVERN ROAD
WEST TRENTON, NEW JERSEY 08628
4. **Business Purpose:**
EDUCATIONAL PROGRAMS
5. **Incorporated Under the Laws of:**
DELAWARE ON 01/12/2023
6. **Effective Date of this filing is:**
01/26/2023
7. **Main Business Address:**
2029 CENTURY PARK E.
SUITE 400
LOS ANGELES, CALIFORNIA 90067

Signatures:

MARCELUS DECOULODE
AUTHORIZED REPRESENTATIVE



Certificate Number : 4196431355

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
26th day of January, 2023*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

RETURN WITH BID

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that EPS OPERATIONS, LLC (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that EPS OPERATIONS, LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Brent Goodman

Signature  Title Bids & Contracts Manager

Business Entity EPS OPERATIONS, LLC

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee²
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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

² N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

- (3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

EPS OPERATIONS, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.


You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Brent Goodman	Title	Bids & Contract Manager
Signature		Date	09/07/2023

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ Texas
Specify, of other

COUNTY OF Falls

I, Brent Goodman of the (City, Town, Borough)
of Marlin State of Texas of full age,

being duly sworn according to law on my oath depose and say that:

I am Bids & Contract Manager of the firm
of EPS OPERATIONS, LLC the Bidder


making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: EPS OPERATIONS, LLC
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This 7th day of September, 20 23


(Seal) Notary Public of New Jersey/ Texas
Specify Other State



My Commission expires 03/15 20 26

Document Notarized using a Live Audio-Video Connection

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: EPS OPERATIONS, LLC
Organization Address: 80 Northwest Blvd
City, State, ZIP: Nashua, NH 03063

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II Check the appropriate box

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
EEP-EPS Holdings, LLC	80 Northwest Blvd, Nashua, NH 03063

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

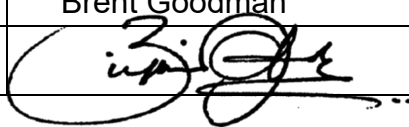
Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - [RETURN WITH BID](#)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brent Goodman	Title:	Bids & Contract Manager
Signature:		Date:	09/07/2023

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.



CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



CONTRACTOR'S REGISTRATION EVIDENCE — "Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that *"No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. DPMC Prequalification-- Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefore NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. Prequalification Affidavit--No Material Adverse Change

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification**--(For Contracts Exceeding \$20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.

Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts**--(For Contracts Exceeding \$20,000) - N.J.A.C. 17:19-2.13(a)

The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at https://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html <http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/>, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence – Construction type contracts
- Americans with Disabilities Act of 1990
- Assurance of Compliance
- Certificate of Authority
- Certifications and Licenses as applicable
- Contractor's Registration Certificate (Public Works)
- Disclosure of Investment Activities in Iran
- Equipment Certification
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate
- New Jersey School Development Authority Prequalification
- Notice of Classification Form (DPMC)
- Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment
- Subcontracting Assignments
- Sworn Contractor's Disclosure
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

Not Applicable to our Organization

**AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement –
RETURN WITH BID**

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company EPS OPERATIONS, LLC

Address 80 Northwest Blvd P.O. Box PO Box 3000

City, State, Zip Code Nashua, NH 03061-3000

Name of Authorized Representative Brent Goodman, Bids & Contracts Manager

Signature Not Applicable to our Organization Date 09/07/2023

Not Applicable to our Organization

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

Not Applicable to our Organization

(B) EXHIBIT B - RETURN WITH BID

(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

(E) N.J.A.C. 17:27-1.1 et seq.

(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

Not Applicable to our Organization

EXHIBIT B - RETURN WITH BID

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS-continued

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company EPS OPERATIONS, LLC

Signature Not Applicable to our Organization

Name Brent Goodman

Title Bids & Contracts Manager

Sample-AA201

FORM AA-201

Revised 11/11

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT			
				Name:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR				Address:			
(Name)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD			
(Street Address)				6. NAME AND ADDRESS OF PROJECT			
				Name:			
				Address:			
(City) (State) (Zip Code)				7. PROJECT NUMBER			
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>			
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN	
		MALE FEMALE		MALE FEMALE		DATE	
		J AP J AP		J AP J AP		COMPLETION DATE	
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

Not Applicable to our Organization

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) Not Applicable to our Organization owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.
or

B) Not Applicable to our Organization leases or controls all the necessary equipment as
required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company EPS OPERATIONS, LLC

Authorized Agent Brent Goodman

Title Bids & Contract Manager

Authorized Signature Not Applicable to our Organization

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, Brent Goodman of the City of Marlin
in the County of Falls and the State of Texas

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

No Material Adverse Change in Qualification

I am Bids & Contract Manager (Position in Company), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

EPS OPERATIONS, LLC (Name of Company) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).

Type of Contract/Trade Classified: Not Applicable to our Organization

Classification Approved Amount \$ Not Applicable to our Organization

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____ (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The Not Applicable to our Organization (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

Not Applicable to our Organization

Signature of Authorized Representative _____ Date _____

Sworn and subscribed to before me this _____ day of _____ in the Year ____

Signature of Notary _____
Print Name of Notary _____

My Commission Expires: _____
Month Day Year

SEAL

PREVAILING WAGES COMPLIANCE CERTIFICATION - [RETURN WITH BID](#)

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an “interest” with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No X

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: EPS OPERATIONS, LLC

Authorized Agent: Brent Goodman

Title of Authorized Agent: Bids & Contract Manager

Authorized Signature: Not Applicable to our Organization

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Not Applicable to our Organization

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail_____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Brent Goodman, Bids & Contracts Manager Not Applicable to our Organization

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM (Continued) - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for **Other Not Applicable to our Organization**

Name of Subcontracting Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The **Not Applicable to our Organization** hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Brent Goodman, Bids & Contracts Manager

Not Applicable to our Organization

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I Brent Goodman, Bids & Contracts Manager the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company EPS OPERATIONS, LLC

Name of Owner or Officer Brent Goodman, Bids & Contracts Manager

Signature of Owner or Officer Not Applicable to our Organization

Notarized before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____
Month Day Year

-SEAL-



RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify that the amount of uncompleted work on contracts is \$ 0.00.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Affix
corporate
seal here

EPS OPERATIONS, LLC

Name of Firm

Not Applicable to our Organization

Signature

Bids & Contract Manager

Title

80 Northwest Blvd

Nashua, NH 03063

Address

(603) 579-3437

Phone

Sworn to and Subscribed before me

This day ____ of _____ 20____

Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format

so that we can copy and paste into our website.

Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: Digital Resources & Instructional Materials Bid # 024-C
Vendor	EPS OPERATIONS, LLC
Representative	Brent Goodman, Bids & Contracts Manager
Address	80 Northwest Blvd, Nashua, NH 03063
Telephone #	(603) 579-3437
Fax #	N/A
Email	epsinfo@schoolspecialty.com
Website	https://eps.schoolspecialty.com

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EEP-EPS HOLDINGS, LLC

2 Business name/disregarded entity name, if different from above

EPS OPERATIONS, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

80 NORTHWEST BLVD

6 City, state, and ZIP code

NASHUA, NH 03063-4067

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

9	2	-	2	0	8	4	5	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date ► 06/26/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit Notarized and Sealed
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate ** (Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: _____

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.

NON-COLLUSION AFFIDAVIT

STATE OF Texas

COUNTY OF Falls SS:

I, Brent Goodman of the City of Marlin
in the County of Falls and the State of Texas
of full age, being duly sworn according to law on my oath depose and say that:

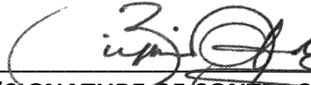
I am Bids & Contracts Manager of the EPS OPERATIONS, LLC
Title Name of Company

I am the respondent making the Proposal for this contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Services Commission of New Jersey relies upon the truth of all statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

EPS OPERATIONS, LLC

(Print Name of Contractor/Vendor)

Subscribed and sworn to: 
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this 7th day of September, 2023
Month Year


NOTARY PUBLIC SIGNATURE

Brittany Rene Copeland
Print Name of Notary Public

My commission expires March 15, 2026
Month Day Year

SEAL



STAMP

Document Notarized using a Live Audio-Video Connection

Part D - Questionnaire

AEPA 024-C

Digital Resources & Instructional Materials

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: EPS OPERATIONS, LLC

Company Address: 80 Northwest Blvd

City, State, zip code: Nashua NH 03063-4067

Website: <https://eps.schoolspecialty.com>

Contact Person: Mark Esstman

Title: Senior VP of Sales

Phone: (617) 715-8405

Email: Mark.Esstman@schoolspecialty.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company ☒ privately owned company

In what year was this business started under its present name?

2023

Under what additional, or, former name(s) has your business operated?

EPS/School Specialty, EPS School Specialty, Educators Publishing Service, EPS

Is this business a corporation?

☒ No

Yes. If yes, complete the following:

Date of Incorporation:

N/A

State of Incorporation:

N/A

Name of President:

N/A

Name(s) of Vice President(s):

N/A

Name of Treasurer:

N/A

Name of Secretary:

N/A

Is this business a partnership?

☒ No

Yes. If yes, complete the following:

Date of Partnership:

N/A

State Founded:

N/A

Type of Partnership, if applicable:

N/A

Name(s) of General Partner(s):

N/A

Is this business individually owned? **X** **No** **Yes. If yes, complete the following:**

Date of Purchase:

N/A

State Founded:

N/A

Name of Owner/Operator:

N/A

Is this business different from those identified above?

No

X

Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Limited Liability Company, 2023 Delaware

Steven Guttentag - Chief Executive Officer

Devin White - Chief Financial Officer

Janine Walker-Caffrey - Chief Products Officer

Duane Call - Chief Marketing Officer

Mariel Warnock - Director of Operations and Special Projects

Mark Esstman - Senior VP of Sales

Is this business women-owned?

X

No

Yes

Is this business minority-owned?

X

No

Yes

Does this business have an Affirmative Action plan/statement?

No

X

Yes

Business Headquarter Location

Business Address 80 Northwest Blvd

City, State, zip code Nashua NH 03063-4067

Phone (800) 225-5750

How long at this address? 5 Years

Business Branch Location(s)

Branch Address N/A

City, State, zip code N/A

Branch Address N/A

City, State, zip code N/A

Branch Address N/A

City, State, zip code N/A

Branch Address N/A

City, State, zip code N/A

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	\$44,438,382.00	\$50,380,105.00	\$26,831,736.00

This page contains trade secrets or confidential commercial and financial information, is confidential financial information and explicitly falls under FOIA Exemption 4, See FOIA, 5 U.S.C. §552 (b)(4)

Higher Education Institutions	\$42,314.00	\$53,326.00	\$45,206.00
Counties, Cities, Townships, Villages	\$350,879.00	\$624,940.00	\$241,518.00
States	\$102,244.00	\$117,909.00	\$4,738.00
Other Public Sector & Non-profits	\$890,636.00	\$821,142.00	\$457,115.00
Private Sector	\$2,409,779.00	\$1,845,488.00	\$875,759.00
Total	\$48,234,234.00	\$53,842,910.00	\$28,456,072.00

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	\$44,438,382.00	\$50,380,105.00	\$26,831,736.00
Higher Education Institutions	\$42,314.00	\$53,326.00	\$45,206.00
Counties, Cities, Townships, Villages	\$350,879.00	\$624,940.00	\$241,518.00
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Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
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Contract Manager	Brent Goodman	Bids & Contracts Manager	(603) 579-3437	brent.goodman@schoolspecialty.com
Sales Manager	Mark Esstman	Senior VP of Sales	(617) 715-8405	Mark.Esstman@schoolspecialty.com
Marketing Manager	Duane Call	Chief Marketing Officer	(920) 393-6128	duane.call@schoolspecialty.com
Customer & Support Manager	Michael Lascelles	Director of Customer Success	(800) 225-5750 x4	michael.lascelles@schoolspecialty.com
Distributors, Dealers, Installers, Sales Reps	Coretta Bell	Director of Sales Enablement	(603) 288-0053	coretta.bell@schoolspecialty.com
Distributors, Dealers, Installers, Sales Reps	Carra Pappalardo	Director of Strategic Partnerships	(603) 579-3450	carra.pappalardo@schoolspecialty.com
Consultants & Trainers	Daniel Fiore	Director of Professional Learning	(571) 318-1214	daniel.fiore@schoolspecialty.com
Technical, Maintenance & Support Services	Aaron Sjoberg	Implementation Manager	(904) 562-7773	aaron.sjoberg@schoolspecialty.com
Technical, Maintenance & Support Services	Matthew Beauregard	Customer Care Manager	(904) 562-7758	matthew.beauregard@schoolspecialty.com
Quotes, Invoicing & Payments	Lori Merkel	Inside Sales Manager	(904) 562-7763	lori.merkel@schoolspecialty.com
Warranty & After the Sale	Matthew Beauregard	Customer Care Manager	(904) 562-7758	matthew.beauregard@schoolspecialty.com
Financial Manager	Devin White	Chief Financial Officer	(203) 247-8984	Devin.White@schoolspecialty.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
2	All Areas	Alabama
2	All Areas	Alaska
2	All Areas	Arizona
2	All Areas	Arkansas
2	All Areas	Northern California
2	All Areas	Southern California
2	All Areas	Colorado
2	All Areas	Connecticut
2	All Areas	Delaware
3	All Areas	Florida
2	All Areas	Georgia
2	All Areas	Hawaii
2	All Areas	Idaho
2	All Areas	Illinois
2	All Areas	Indiana
2	All Areas	Iowa
2	All Areas	Kansas
2	All Areas	Kentucky
2	All Areas	Louisiana
2	All Areas	Maine
2	All Areas	Maryland
2	All Areas	Massachusetts
2	All Areas	Michigan
2	All Areas	Minnesota
2	All Areas	Mississippi

2	All Areas	Missouri
2	All Areas	Montana
2	All Areas	Nebraska
2	All Areas	Nevada
2	All Areas	New Hampshire
2	All Areas	New Jersey
2	All Areas	New Mexico
2	All Areas	New York
2	All Areas	North Carolina
2	All Areas	North Dakota
2	All Areas	Ohio
2	All Areas	Oklahoma
2	All Areas	Oregon
2	All Areas	Pennsylvania
2	All Areas	Rhode Island
2	All Areas	South Carolina
2	All Areas	South Dakota
2	All Areas	Tennessee
3	All Areas	Texas
2	All Areas	Utah
2	All Areas	Vermont
2	All Areas	Virginia
2	All Areas	Washington
2	All Areas	West Virginia
2	All Areas	Wisconsin
2	All Areas	Wyoming
2	All Areas	District of Columbia

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

PROJECT MENTOR

M - Model success

E - Equip with Coop Program skills

N - Navigate key features and benefits

T - Tools to tailor sales approach

O - Offer guidance and support

R - Reinforce growth to promote and sell

Once awarded and well before the contract effective date, the EPS sales enablement team with participation from our executive leadership and AEPA team will provide comprehensive training for the sales team. This will be a two-fold process between our sales members not as familiar with the Purchasing Program, and mentoring from our Senior Sales professionals who have an in-depth knowledge and understanding of the Purchasing Program. This training session will serve as a platform to equip our sales team with the necessary knowledge and tools to effectively promote and sell the AEPA program.

NATIONAL SALES TEAM MEMBERS NEW TO THE COOPERATIVE PURCHASING PROGRAM

- Provide sales team with sales collateral and documentation
- Highlight the unique features of the AEPA program, such as the streamlined procurement process that saves our customers time and effort.
- Help sales team understand unique selling points of the program
- Train the sales team in ease of use and the ability to access a wide variety of products and services through a single contract, simplifying the purchasing process.
- Enable effective communication of value proposition to potential customers
- Tailor sales approach to target government entities, educational institutions, and non-profits

- Coach on our sales approach to meeting purchasing agencies' specific needs and challenges, positioning the AEPA program as a solution that addresses their pain points.
- Empower sales team to promote and sell the AEPA program
- Coach on our sales approach to meeting purchasing agencies' specific needs and challenges, positioning the AEPA program as a solution that addresses their pain points.
- Prepare sales team to engage with potential customers and drive sales growth.
- Pair New Sales Team Members with their Senior Sales Team Members for Project MENTOR.

NATIONAL SALES TEAM MEMBERS EXPERIENCED WITH THE COOPERATIVE PURCHASING PROGRAM

Fortunately, a vast number of our sales team has extensive experience in this area, thanks to our long-standing relationship with School Specialty and the ongoing Transition Service agreement between School Specialty and EPS. Our national curriculum program and professional development sales force have spent years successfully selling to purchasing agencies who were members of AEPA contracts.

- Coordinate the ongoing coordination of Project MENTOR between Senior and Junior Sales Members
- Refresh the Senior Team Members on the key benefit of the AEPA program
- Leverage the knowledge and understanding of our sales team regarding the intricacies of these contracts, enabling them to effectively communicate the advantages to potential customers.
- Highlight key features and benefits of the Master Agreement and cooperative contracts
- Access to tools and resources to leverage the experience of our sales team in working with public agencies, government entities, educational institutions, and non-profit organizations.
- Educate sales team on public agencies that can benefit from the program
- Train sales team on accessing the database of public agencies
- Guide sales team on navigating the database and identifying potential customers

- Ensure comprehensive list of potential customers for sales campaigns
- Utilize our comprehensive database of public agencies to identify potential customers and plan targeted sales campaigns in coordination with marketing.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

NATIONAL SALES FORCE

The sales force of our company is structured in the following way:

- 28 outside regional sales representatives positioned across the United States
- 12 inside sales support representatives
- 4 regional sales managers
- Managed by Senior Vice President of Sales, Mark Esstman, and Director of Sales Enablement, Coretta Bell
- Any Cooperative Member Accounts are overseen by our Director of Strategic Accounts, Carra Pappalardo
- Outside regional sales reps build and maintain customer relationships.
- Inside sales support reps assist outside reps throughout sales process

Overall, our sales force is structured to ensure that we have a highly skilled and effective team of sales professionals who can build and maintain strong relationships with customers, meet sales targets, and achieve success.

The Highest-level executive in charge of the sales team:

Mark Esstman – Senior VP of Sales

Mark.Esstman@schoolspecialty.com

(617) 715-8405

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

EPS Operations, LLC. is recognized as a leading PreK–12 curriculum program company providing supplemental ELA (English Language Arts), Literacy, Phonics and math solutions that promote achievement

and equitable education for all students. We deliver powerful instructional resources, professional development and learning, intervention programs and assessment materials, with programs like S.P.I.R.E.®, Wordly Wise 3000®, Coach Digital Compass®, and many other great programs.

As a trusted partner for schools and districts, EPS provides solutions combining research-based curriculum and customized professional development and learning to help move students toward growth, mastery, and success.

EPS has been the leader in developing and publishing programs to help struggling students, including those with dyslexia and other reading difficulties, as well as providing materials that support on-level students so they can continue to meet their goals. We currently support over 7,000+ schools, school districts, and other educational institutions with our curriculum product offerings.

Pricing will be available for all our products and services. The 25% discount off our List Price is for all products and services with the one (1) exclusion of Professional Development services.

Vendor can provide a District, Building, Classroom, Student/Staff, device, or other licensing option (Please indicate which pricing models you can offer).

Our licensing options include the following:

1. District Licensing: This option allows for licensing at the district level, providing access and usage rights to all schools and administrative departments within the district.
2. Building Licensing: This option grants licensing rights to individual buildings within a district or organization, allowing for customized access and usage permissions based on specific building needs.
3. Classroom Licensing: This option focuses on licensing for individual classrooms, giving teachers and students access to specific educational resources and software.
4. Student/Staff Licensing: This option provides licensing rights to individual students or staff members, allowing for personalized access and usage based on their specific roles and needs within the organization.
5. Device Licensing: This option enables licensing for specific devices, ensuring that software and resources are accessible on designated devices.
6. Other Licensing Option: We also offer flexibility to create customized licensing options that cater to unique requirements of membership organizations. This allows us to tailor the licensing to fit the specific needs and preferences of the organization.

Our aim is to work closely with the member organizations to understand their requirements and create a licensing option that best suits their needs. We can tailor the licensing structure based on the size, scope, and goals of the organization, ensuring that they have the appropriate access and usage rights for their members.

Explain how your company is working to meet 508 accessibility and/or W3C standards and is suitable for teachers and students of all abilities.

At EPS Operations, we are committed to ensuring that our software programs, including iSPIRE, Wordly Wise i3000, and SPIRE Star, meet 508 accessibility and W3C standards. We understand the importance of providing inclusive educational tools that can be accessed and used by all teachers and students, regardless of their abilities.

To achieve this, we have implemented several measures:

1. Accessibility Guidelines: We adhere to the Web Content Accessibility Guidelines (WCAG) 2.0, which are developed by the World Wide Web Consortium (W3C). These guidelines provide a set of standards for making web content more accessible to individuals with disabilities.

2. User Testing: We conduct extensive user testing with individuals of varying abilities to ensure that our software programs are usable and accessible for everyone. This includes testing with individuals who have visual impairments, hearing impairments, mobility limitations, and cognitive disabilities.

3. Keyboard Navigation: We ensure that all features and functionalities of our software programs can be accessed and operated using a keyboard alone. This allows individuals who have difficulty using a mouse or other pointing device to navigate through the software easily.

4. Screen Reader Compatibility: Our software programs are designed to be compatible with popular screen reader software, such as JAWS and NVDA. This enables individuals with visual impairments to access the content and interact with the software effectively.

5. Alternative Text and Captions: We provide alternative text for images and captions for videos within our software programs. This allows individuals with visual impairments to understand the visual content through text descriptions or audio descriptions.

6. Color Contrast: We ensure that the color contrast within our software programs meets the WCAG guidelines, making it easier for individuals with visual impairments or color blindness to read and comprehend the content.

7. Clear and Consistent Navigation: We strive to provide clear and consistent navigation throughout our software programs, making it easier for individuals with cognitive disabilities or learning difficulties to navigate and understand the interface.

By implementing these measures, we aim to make our software programs accessible and usable for teachers and students of all abilities. We recognize the importance of providing equal educational opportunities and are continuously working to improve the accessibility of our products.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

One of the key factors contributing to our success in meeting shipping timelines is our robust logistics infrastructure through our partnership with Symbia Logistics. An advanced inventory management system

and automated order processing capabilities enable us to minimize delays and ensure prompt delivery quickly and accurately.

Symbia Logistics

Third-Party Logistics (3PL provider)

216 Main Street
Suite C100
Edwards, CO 81632

(855) 467-9624
www.symbia.com

Our company has established a strategic partnership with Symbia Logistics to fulfill our distribution needs. Symbia Logistics is a leading provider of logistics services, specializing in warehousing, transportation, and fulfillment solutions. This partnership has allowed us to streamline our supply chain operations and improve overall efficiency.

EPS - Average Fill Rate: 95%

EPS - Average on time delivery rate: 95%

- EPS has a strong track record of meeting shipping and delivery timelines, consistently achieving a rate of 95% on-time delivery.
- We provide shipping to All States including Alaska and Hawaii, All US Territories, and Canada from our distribution center in Bolingbrook, IL.
- Order processing time shall be within a period of 72 hours from the time the order is received.
- The delivery of the ordered goods shall be subject to the availability of the purchasing agencies, local carriers, and any special delivery requirements.
- Shipping and handling charges are additional. They are prepaid and added to the invoice. The standard shipping cost is 15% of the order total, with a \$9.95 minimum.
- AEPA Purchasing Agencies will benefit from our exclusive offer of a nominal shipping and handling fee of just 10% of the order total.
- Our standard shipping method is parcel ground via either FedEx or the US Postal Service, with FedEx Two-Day Air expedited shipping available at a rate of 25% of the order total.
- Some orders may be shipped Less-Than-Truckload (LTL) freight to the destination based on size, weight, or special shipping instructions from the customer.
- Our Customer Care team will confirm all necessary requirements to receive LTL shipments during order processing.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Service/Support Center	Nashua	New Hampshire
Distribution Center	Bolingbrook	Illinois

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

By partnering with printing companies, graphics designers, technology providers, distribution partners, and other organizations, EPS ensures that it can deliver high-quality educational materials and services to its customers. The company maintains a secure supply chain by working with authorized vendors and vetted distribution and logistics providers. This helps ensure the authenticity and reliability of the proprietary and custom manufactured curriculum programs provided by EPS.

In addition to maintaining a diverse range of partners, EPS is committed to working with MWBE (Minority and Women-Owned Business Enterprises) organizations. The company actively seeks out partnerships with MWBE organizations to support its commitment to diversity and inclusion. By working with MWBE organizations, EPS believes it can better serve its customers and communities.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

NAME	TYPE	SERVICE PROVIDED	ADDRESS
Not applicable as we are a sole-source provider of our curriculum programs.			

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

EPS is fully capable of doing business with manufacturer/dealer/distribution organizations that are small or MWBE businesses. We recognize the importance of supporting and promoting diversity in the business community, and we actively seek out partnerships with small and MWBE organizations. We have established processes and policies in place to ensure fair and equal opportunities for these organizations to engage in business with us.

When evaluating potential partners, we consider factors such as their qualifications, capabilities, and alignment with our values and goals. We prioritize working with small and MWBE businesses that can meet our quality standards and contribute to the success of our operations.

EPS is committed to fostering a diverse and inclusive supply chain. We understand the unique challenges faced by small and MWBE businesses, and we strive to provide them with the necessary support and resources to thrive. By engaging in business with these organizations, we not only contribute to their growth and development but also enhance our own ability to deliver innovative and high-quality products and services to our customers.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

In addition to our commitment to working with MWBE organizations, EPS also takes several other steps to be sensitive to a participating agency's desire to utilize local and/or MWBE companies.

First, we prioritize hiring local employees within the geographic regions where we operate. By doing so, we contribute to the local economy and create job opportunities for individuals within the community. We actively promote job openings through local job boards, community organizations, and educational institutions to ensure we attract diverse and local talent.

Furthermore, we make an effort to engage local companies for various services and supplies. For instance, we may partner with a local delivery company for logistics for large orders. By doing so, we not only support local businesses but also foster a stronger sense of community and collaboration.

Lastly, EPS values diversity and inclusion within our own company. We strive to have a diverse workforce that reflects the communities we serve. This includes promoting diversity in our ownership and leadership positions. By having a diverse team, we can better understand and address the needs of our customers, including those related to utilizing local and MWBE companies.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

WBE – Women-Based Enterprise, SBE – Small Business, VOSBE – Veteran-Owned Small Business, SDB – Certified Small Disadvantaged Business, HZB – Certified HUBZone Firm, 501(c)(3) – Not-for-Profit			
NAME	TYPE	SERVICE PROVIDED	ADDRESS
Exploros, Inc	SBE	Educational/Instructional Software	99 Concord Rd Wayland, MA, 0177
Kase Printing, Inc.	SBE	Specialty printing	13 Hampshire Dr # Hudson, NH 03051
Peter Pan Novelty Co., Inc.	WBE	Wholesaler	22925 Savi Ranch P Yorba Linda, CA, 92
Bovie Screen Process Printing Co Inc	SBE	Screen printing	4 Northeast Ave Bow, NH 03304
Peter Pan Novelty Co., Inc.	WBE	Wholesaler	22925 Savi Ranch

			Yorba Linda, CA, 92887
Rainbow Resource Center, Inc.	WBE	Curriculum Distribution Partner	655 Township Rd 500 E Toulon, IL 61483
Christianbook International Outreach	501(c)(3)	Curriculum Distribution Partner	140 Summit St Peabody, MA 01960
Koplow Games	SBE	Wholesaler	369 Congress St Boston, MA 02210
Jacobson Plastics Inc	SBE	Plastic injection molding	1401 Freeman Ave Long Beach, CA 90804
Panda Education, Inc	SBE	Curriculum Distribution Partner	1610 Dell Ave Suite G Campbell, CA 95008
Upstate Printing Inc	SBE	Commercial printing	433 West Onondaga St Syracuse, NY 13202
Kling Magnetics, Inc	SBE	Custom magnetic products	343 Route 295 Chatham NY 12037
Joseph Leeb Enterprises LLC	WBE	Import textile items, electronics, educational materials	110 Midland Ave #5b Midland Park, NJ 07432

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Duane Call	Chief Marketing Officer	(920) 393-6128	duane.call@schoolspecialty.com
Wendy Guerin	Director of Marketing	(480) 640-7222	wendy.guerin@schoolspecialty.com
Kathleen Berkson	Senior Marketing Manager	(619) 314-0560	kathleen.berkson@schoolspecialty.com
Lynne Lavini	Field Marketing Manager	(619) 314-0560	lynne.lavini@schoolspecialty.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

The EPS marketing team has exhibited at four national events and over 100 regional events throughout the United States each year. We also assist the sales team with district-level and site-specific meetings they host for current customers and customers to be. See a comprehensive list of events in the next section.

When we aren't exhibiting, we're creating thought-leadership and resource-focused content, amplified with email and advertising tactics, to guide educators through their journey to purchase.

Q3 2022

- Back-to-School direct mail – targeted to 250,000 school districts and school building contacts to promote multiple programs in our curriculum portfolio.
- Science of Reading Hub – integrated marketing campaign and thought leadership web resource.
- Dyslexia Awareness Month – integrated marketing campaign and thought leadership content marketing.
- Decodable readers and phonics intervention – digital campaign consisting of email and content in our Insights blog.

Q4 2022

- Summer Learning Hub – integrated marketing campaign and thought leadership web resource.
- Decodable readers digital campaign.
- Coach Digital Compass product trial and demo campaigns using direct marketing and sales techniques.

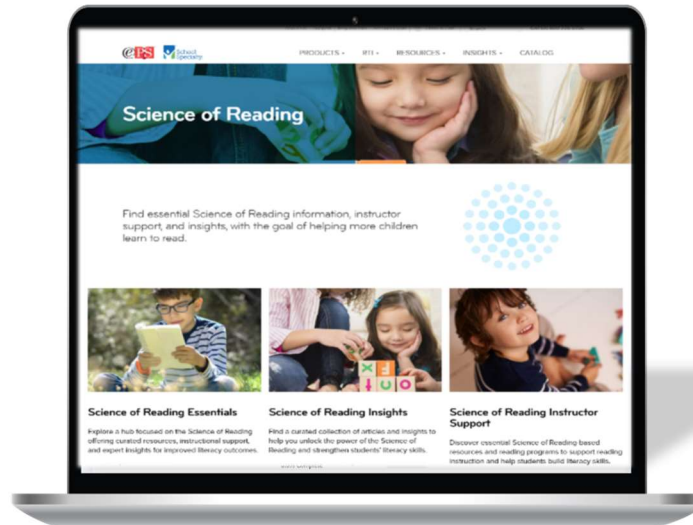
Q1 2023

- 2023 EPS Catalog
- Early Childhood curriculum and content marketing campaign.
- Summer Learning Hub – email and advertising campaign.
- Move Learning Forward campaign – website resource and integrated marketing campaign with supporting sales materials covering ESSER funding and resources to address lost instruction time.

Q2 2023

- Readfetti Decodable Readers new product launch – integrated campaign starting with digital outreach and grassroots efforts.
- Exhibitor – ASCD Annual Conference in April 2023
- S.P.I.R.E. in Action campaign – user stories and S.P.I.R.E. informational resources.
- Science of Reading campaign – website resource and integrated marketing and sales campaign.
- S.P.I.R.E. conversion campaign – integrated sales and marketing efforts focused on upgrading S.P.I.R.E. customers to the latest edition.

Example of a content hub: [Science of Reading](#)



Much has changed in marketing over the past few months. To start, the team has more than doubled. As a result, advertising is increasing—including increased attendance at national and local conferences, events, and webinars. Additionally, we are actively working to both scale initiatives and provide an extra level of support at the field level for state- and account-specific initiatives.

RECENT AND UPCOMING CONFERENCES AND EVENTS

<i>Date</i>	<i>Name of Conference</i>	<i>City</i>	<i>State</i>
February, 2022	CCIRA- 2022 Literacy Journey	Denver	CO
March, 2022	IDA (International Dyslexia Association)-LA Language and Learning 2022 UCLA Conference	Berkley	CA
April, 2022	Wisconsin Society of Science Teachers 2022 Conference	Wausau	WI
July, 2022	TCASE Summer Conference	Austin	TX
July, 2022	MASS MS Association School Superintendents	Biloxi, MS	MS
July, 2022	Synergy Conference	Miami-Dade	FL
July, 2022	Alabama MEGA Conference	Mobile	AL
October, 2022	Louisiana Association of School Administrators of Federally Assisted Programs (LASAFAP) Conference	Lake Charles	LA
January, 2023	MASS MS Association School Superintendents	Jackson, MS	MS
January, 2023	2023 Kinder conference	Pasadena	CA
January, 2023	VCASE 2023 Winter Conference	Abbingtion	VA
February, 2023	Alaska Special Ed Conference (ASSEC)	Anchorage	AK
February, 2023	IDA (International Dyslexia Association)- Austin Conference	Austin	TX

<i>February, 2023</i>	2023 Dallas Branch IDA (International Dyslexia Association)- regional conference, Literacy Leads the Way	Dallas	TX
<i>February, 2023</i>	Math Extravaganza Conference	Miami-Dade	FL
<i>February, 2023</i>	2023 CA Sped Conference in Sacramento	Sacramento	CA
<i>March, 2023</i>	NYCESPA	Brooklyn NY	NYC
<i>March, 2023</i>	PDE Conference	Hershey	PA
<i>March, 2023</i>	MO Elementary Principals	Lake Ozarks	MO
<i>March, 2023</i>	MSTA Conference	Lansing	MI
<i>March, 2023</i>	CSA Conference	New York City	NY
<i>March, 2023</i>	CUE Conference	Palm Springs	CA
<i>March, 2023</i>	LILAC Conference	Uniondale	NY
<i>March, 2023</i>	MASA/MASE Spring Conference	Minneapolis	MN
<i>April, 2023</i>	West TN Title One Conf	Bolivar	TN
<i>April, 2023</i>	National Catholic School Conference in Texas	Dallas	TX
<i>April, 2023</i>	CO IDA (International Dyslexia Association)- – Reading in the City	Denver	CO
<i>April, 2023</i>	NC SIP Conference	Greensboro	NC
<i>April, 2023</i>	ACET (The Association For Compensatory Educators of Texas)	San Marcos	TX
<i>April, 2023</i>	Wisconsin Title 1 Association Spring Conference 2023	Wisconsin Dells	WI
<i>April, 2023</i>	IDA (International Dyslexia Association)- Oregon Conference	Portland	OR
<i>April, 2023</i>	WASA- Wyoming administrator's	Powell	WY
<i>May, 2023</i>	OK Choctaw Summer Learning Conference	Durant	OK
<i>May, 2023</i>	NC Association of Colleges and Employers (NCACE) Conference	Greensboro	NC
<i>May, 2023</i>	LA Teacher Leader Summit	Los Angeles	CA
<i>May, 2023</i>	Wisconsin Council of Administrators of Special Services (WCASS) Spring Conference	Wisconsin Dells	WI
<i>June, 2023</i>	AR AASEA Special Ed Summer Conference	Benton	AR
<i>June, 2023</i>	MADSEC Director's Academy Conference	Carrabasset Valley	ME
<i>June, 2023</i>	Region 1 Special Ed Conference	Edinburg	TX
<i>June, 2023</i>	OK CCOSA – (School Admin) Summer Leadership Conference	Oklahoma City	OK

<i>June, 2023</i>	T.C.B.'S Annual Spring Conference	Riverside	CA
<i>June, 2023</i>	COSA Conference	Seaside	OR
<i>June, 2023</i>	WASA/AWSP Conference	Spokane	WA
<i>June, 2023</i>	Southwest Plains Conference	Sublette	KS
<i>July, 2023</i>	NMCEL Summer Conference	Albuquerque	NM
<i>July, 2023</i>	AR Reading Assoc – Summer Conference	Benton	AR
<i>July, 2023</i>	Nebraska admin Conference- Kearney	Kearney	NE
<i>July, 2023</i>	DASA Conference	Miami-Dade	FL
<i>July, 2023</i>	BPAA	Naples	FL
<i>July, 2023</i>	Summer Dyslexia Institute, hosted by Region 10 ESC Conference	Richardson	TX
<i>July, 2023</i>	NY Council of Administrators of Special Education (CASE)	Syracuse	NY
<i>August, 2023</i>	WASA/OSPI Special Education Directors	Kennewick	WA
<i>August, 2023</i>	Arkansas Administrator's Conference	Little Rock	AR
<i>August, 2023</i>	2022 IDEA Conference for Special Education Directors	Phoenix	AZ
<i>September, 2023</i>	GA Curriculum Instructors Super (GACIS)	Athens	GA
<i>September, 2023</i>	East TN Literacy Conference	Morristown	TN
<i>September, 2023</i>	TN LEAD Conference	Nashville	TN
<i>September, 2023</i>	Special Ed Directors Institute Conference	Phoenix	AZ
<i>September, 2023</i>	Charter School Conference of Texas	San Antonio	TX
<i>September, 2023</i>	AZ Rural School Conference	Flagstaff	AZ
<i>September, 2023</i>	MO Special Ed Conference	Jefferson City	MO
<i>October, 2023</i>	PBIDA (International Dyslexia Association)-Conference	Conshohocken	PA
<i>October, 2023</i>	ACET (The Association for Compensatory Educators of Texas)	Corpus Cristi	TX
<i>October, 2023</i>	TAASE Conference	Gatlinburg	TN

<i>October, 2023</i>	Texas ASCD	Houston	TX
<i>October, 2023</i>	MA Assoc of Science Teachers Conference	Marlboro	MA
<i>October, 2023</i>	2022 LIASEA (Long Island Association of Special Ed Administrators) Conference	Montauk	NY
<i>October, 2023</i>	SCATA	Myrtle Beach	SC
<i>October, 2023</i>	National Indian Education Association Conference	Oklahoma City	OK
<i>October, 2023</i>	FCSC	Orlando	FL
<i>October, 2023</i>	West Jersey Reading Council	Pennsauken	NJ
<i>October, 2023</i>	Illinois Principals Assoc Conference	Peoria	IL
<i>October, 2023</i>	OSTA Portland Conference	Portland	OR
<i>October, 2023</i>	NJIDA (International Dyslexia Association)-	Virtual	NJ
<i>October, 2023</i>	NC Council of Administrators of Special Education (CASE) Conference	Wrightsville Beach	NC
<i>October, 2023</i>	Art of Teaching- Kansas Conference	Wichita	KA
<i>October, 2023</i>	IDA (International Dyslexia Association)- Northern New England Alliance Conference	Columbus	OH
<i>October, 2023</i>	MASE Fall Conference	Brainerd	MN
<i>November, 2023</i>	Center for Advancement of Christian Education (CACE) Conference	Chatham	MA
<i>November, 2023</i>	Colorado Science Conference	Denver	CO
<i>November, 2023</i>	NC Exceptional Children (EC) Annual Conference	Greensboro	NC
<i>November, 2023</i>	2023 Schools of the Future Conference	Honolulu	HI
<i>November, 2023</i>	Maine Administrators of Services for Children with Disabilities (MADSEC) Fall Conference	Portland	ME
<i>November, 2023</i>	NYS Reading Association Conference	Rochester	NY
<i>November, 2023</i>	2023 ACSA Leadership Summit	Sacramento	CA
<i>November, 2023</i>	National Dyslexia Conference	San Antonio	TX
<i>November, 2023</i>	MN Admin & SP ED Conference	St. Cloud	MN
<i>November, 2023</i>	Science Teachers Association of NYS Annual conference	Syracuse	NY
<i>November, 2023</i>	67th Annual West Virginia Reading Association Conference	White Sulphur Springs	WV
<i>December, 2023</i>	East TN Federal Programs Conf	Gatlinburg	TN
<i>January, 2024</i>	Golden Triangle Curriculum Cooperative Textbook & Vendor Fair	Great Fall	MT
<i>January, 2024</i>	SERRRA Conference	Myrtle Beach	SC

<i>February, 2024</i>	HASTI Conference	Indianapolis	IN
<i>February, 2024</i>	Kansas CAC Symposium	Manhattan	KS
<i>February, 2024</i>	National ESEA Conference	New Orleans	LA
<i>February, 2024</i>	Archdiocese of Chicago Conference	Oakbrook	IL
<i>February, 2024</i>	GA Council of Teachers of English Conference	Peachtree City-Crowne Plaza	GA
<i>February, 2024</i>	KSTA Conference	Louisville	KY
<i>March, 2024</i>	Illinois Reading Council Conference	Springfield	IL
<i>March, 2024</i>	Michigan Association for Computer Users in Learning (MACUL) Conference	Traverse City	MI
<i>June, 2024</i>	Leading Change Conference	Phoenix	AZ
<i>July, 2024</i>	KASA Leadership Conference	Louisville	KY
<i>October, 2024</i>	IAASE Conference	Tinley Park	IL

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We will proactively migrate Member Agency accounts to the AEPA Member Agencies Pricing Program once awarded and provided with the Member Purchasing Agencies List. Our sales and marketing team will work with AEPA to identify key clients and leverage the marketing and sales strategies previously mentioned to ensure all member agencies have access to the same partnership benefits. We prioritize cooperative purchasing agreements and will use the AEPA Master Agreement as a key sales strategy.

To ensure a smooth transition, EPS will review the accounts. This review will involve assessing the customer's current contract terms, pricing, and any specific requirements. EPS will work closely with the customers to understand their needs and ensure that the transition to the Master Agreement aligns with their expectations.

As for the list of current cooperative contracts, EPS holds a regional agreement with Region 19 – Allied States Cooperative. The Master Agreement available through AEPA will be positioned as a priority due to the vast number of benefits it provides to both mutual and future purchasing agencies.

The Master Agreement offers a wide range of advantages, including competitive pricing, streamlined procurement processes, access to a diverse supplier network, and comprehensive contract management support. EPS will emphasize these benefits to highlight the value proposition of the Master Agreement and position it as a preferred option for public agencies.

By leveraging the existing cooperative contracts and highlighting the advantages of the Master Agreement, EPS aims to demonstrate the value and benefits that customers can gain by transitioning their accounts. This approach will ensure a seamless transition process and encourage customers to take advantage of the nationally available Master Agreement through AEPA.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA-awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

DEDICATED MARKETING & SALES (Q4 2023)

Leading up to the effective date, the marketing team will create a new web page along with marketing communications and campaigns directing educators to our new AEPA Member Organization page. Initial marketing communications that will begin development include:

- Web Page that describes the partnership and acts as a lead capture
- Sales flyer and price sheet
- Full color print advertisement and electronic/digital advertisements
- Announcement to be included in national marketing email
- Email nurture campaigns to use with both customers and prospects
- Email templates for sales outreach to customers and prospects

- Email signature text for sales team

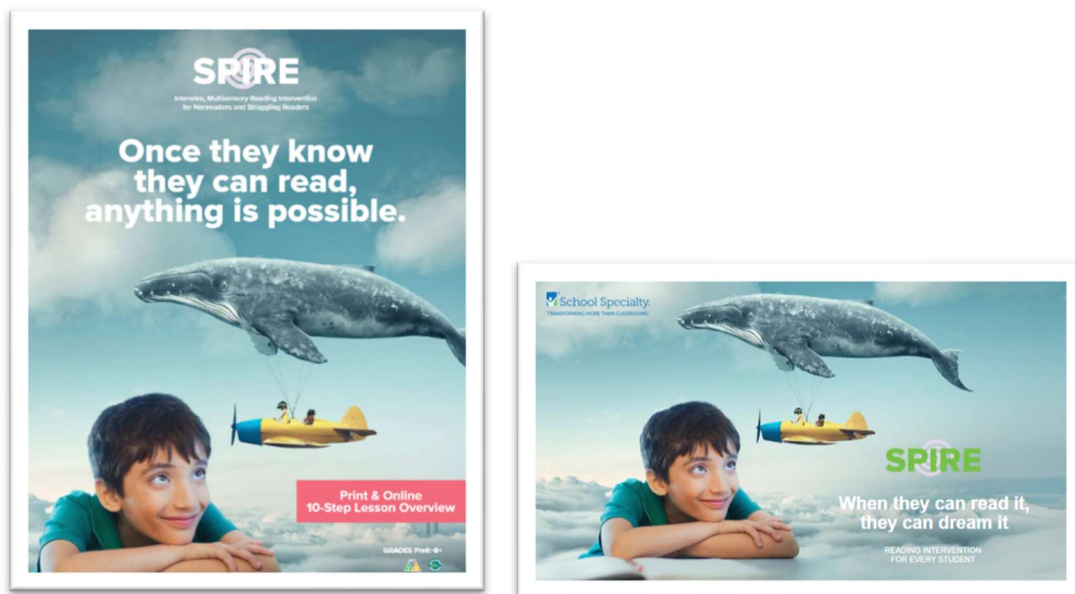
A vital part of the plan will be to identify current customers already on the AEPA Member Organization list by creating a custom field in our content management system, Netsuite. The custom field will include “help text” giving the sales team quick access to important details of our partnership whenever they need it. In addition to enabling the sales team, the data field will also allow us to monitor the progress of our AEPA Member Organization campaigns. The data field will be used to create our first campaign for the sales team, reaching out to current customers on the AEPA Member Organization participation list.

DIRECT OUTREACH TO CURRENT CUSTOMERS

As content is created a go-to-market plan for Field Marketing and Sales will be outlined and teams will be trained on the initiative and new processes. The team will plan their initial discussions to identify potential gaps in their customers’ reading curriculum and plan for future initiatives, such as supporting students with Dyslexia. With support from Field Marketing, the sales team will inform current customers of our continued and new contract with AEPA Member Organization. The goal will be to book initial meetings in Q4 2023 where it is possible to start closing sales as soon as the contract is effective. Tactics and content may include:

- ✓ Promotional webinars
- ✓ Email campaigns
- ✓ Sales presentations
- ✓ Sales collateral

Example of a campaign that used a sales flyer and presentation.



Behind the scenes, the sales and marketing teams will be gathering information and preparing for outreach to prospects on AEPA’s participation list. This includes collecting testimonials and other social proof-type content. We will create a prospective campaign using the custom data field in Netsuite and may further segment efforts based on initial results.

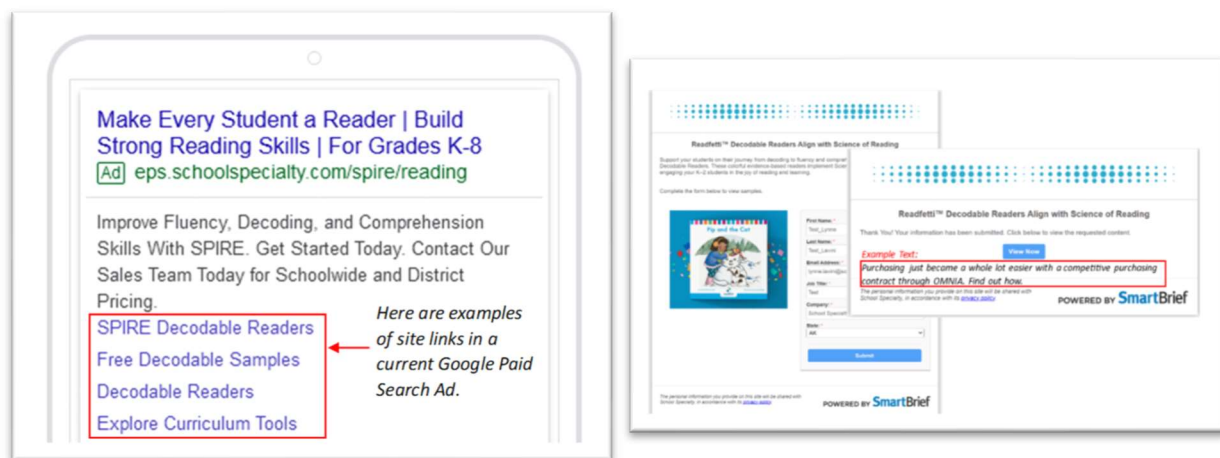
ANNOUNCING THE PARTNERSHIP

When we receive confirmation that our contract with AEPA is now in effect we will start rolling out communications. The first piece to go live will be our new page dedicated to our AEPA Partnership. The

communications created leading up to the approval noted above will link to this page, which will include a lead capture form. We may also explore:

- ✓ Including our AEPA Partners page in paid search sitelinks
- ✓ Launching a paid search and/or remarketing digital ad campaign
- ✓ Including a mention of our partnership on landing pages and other high-conversion locations
- ✓ Placing text add on relevant, high-searched pages on our website, including our homepage (Note: EPS will be launching a new website in 2024)

Advertising in trade publications using print or banner advertising is not in our marketing repertoire, but we may explore advertising alternatives such as the above examples.



At this point, core educators in participating districts and schools will have been identified, allowing us to communicate benefits of our contract in two ways:

1. Direct sales and marketing campaigns to current customers and prospects that are on AEPA's participation list. The campaign will consist of emails, calls, and in-person visits with the goal of booking meetings.
2. Embedding messaging of our partnership in regularly scheduled communications. An example of this may be a "P.S." in an email and a blurb on landing and/or pages or flyers.

CONTINUOUS MARKETING EFFORTS

After 30-days of generating awareness for prospects, direct marketing will become the focus. Having gathered customer insights and testimonials our direct prospect campaign will focus on these learnings.

- ✓ Marketing and sales brochure
- ✓ Automated email campaign
- ✓ Sales visits and calls to deliver curriculum samples.
- ✓ Concerted efforts to book meetings with prospects.

Throughout the contract we will freshen communications to align with national initiatives, such as Dyslexia month in October and Summer Learning. Additional tactics may include case studies and other forms of advertising. Foundational communications, such as the web page and email, will evolve.

REPORTING AND ANALYSIS

Throughout the contract our team will be working with your team to report, refine, and improve results. While we will be monitoring and working toward increasing and improving each touchpoint with potential sales opportunities, we will report on high-level data points such as:

- Conversions of prospective districts/schools to leads
- Customer meetings booked
- Prospect meetings booked
- Meetings to sales conversions
- Revenue

In the beginning of our contract

As the year progresses and the team finds a cadence

We may want to communicate more regularly.

- Email or call as needed.
- Strategy meetings every 4 or 6 weeks
- Monthly reporting shared via email.

We may want to change our meeting time to align with the cadence.

- Continue to email or call as needed.
- Strategy meeting every quarter, as most campaigns will be quarterly.
- Monthly reporting share via email

Environmental Initiatives

Describe how your products and/or services support environmental goals.

EPS believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making such a commitment themselves.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

None of our products have a third-party environmental certification at this time.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

EPS is committed to driving toward reducing paper interactions and striving for 100% paperless outbound purchase orders, inbound receipt of purchase orders, and customer invoicing. Additionally, we are pushing for 100% electronic payments via credit card or ACH to reduce waste. EPS also operates in a 95% virtual office environment, eliminating tens of thousands of commuting hours over the course of a year and helping our employees reduce their carbon footprint.

Our shipping and logistics partner, Symbia Logistics, also has an Environmental Stewardship initiative in place, including:

- Company-wide recycling program that led to 705 tons of metal, 426 tons of cardboard, 1,340 pounds of plastic, 13,974 tons of wood being recycled or reused in 2020 alone.
- Annual support of reforestation projects through a partnership with One Tree Planted
- Installation of energy-efficient motion-activated lighting at every facility
- Annual audit of environmental impact metrics

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

We have not identified what percentage of our products are environmentally preferable at this time. Although, our entire shipping and logistics is environmentally preferable through our 3PL partner, Symbia Logistics. EPS also operates in a 95% virtual office environment, eliminating tens of thousands of commuting hours over the course of a year and helping our employees reduce their carbon footprint.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

1. **CURRICULUM EXPERTS:** We have a deep understanding of the needs and challenges faced by educators in these subject areas. Our team of curriculum experts includes experienced former teachers, administrators, and instructional designers who are well-versed in the latest research and best practices in ELA, literacy, and phonics instruction. This expertise allows us to develop curriculum materials that are highly effective and aligned with state and national standards.
2. **WIDE SELECTION:** We offer a wide range of resources and materials that can be tailored to meet the specific needs of individual students, classrooms, schools, or districts. Our curriculum includes engaging and interactive activities, print and digital options, and instructional materials that are designed to support differentiated instruction and meet the diverse learning needs of students.
3. **PROFESSIONAL DEVELOPMENT:** Our commitment to ongoing professional development and support for educators. We understand that implementing a new curriculum can be challenging, and we provide comprehensive training and support to ensure that teachers are equipped with the knowledge and skills to effectively implement our materials. We offer professional development workshops, webinars, and online resources that provide guidance on instructional strategies, lesson planning, and assessment.
4. **INNOVATION & TECHNOLOGY:** We leverage cutting-edge digital tools and platforms to enhance the learning experience for students and streamline the administrative tasks for educators. Our digital resources include interactive e-books, online assessments, and data analytics tools that provide real-time insights into student progress and inform instructional decision-making.

If applicable, describe your company's ability to integrate into other ecommerce sites:

1. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
2. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

EPS is in the process of relaunching our ecommerce website in late Q4 2023 using SuiteCommerce to provide instantaneous and seamless integration of customer information and ordering with our Oracle NetSuite ERP and order management system.

We do not currently support any direct integrations with e-procurement software. While EPS does not currently support PunchOut capabilities, we will be exploring the introduction of support for PunchOut and EDI transactions in 2024. For customers who require a reduced/tailored catalog, our forthcoming SuiteCommerce-based site will allow us to restrict the available catalog by customer or customer group, if needed and to display customer/contract-specific pricing to authenticated users.

EPS utilizes various information systems capabilities and platforms to manage order management and receipt of payment. These capabilities and platforms include:

1. **NetSuite ERP:** EPS uses NetSuite as its Enterprise Resource Planning (ERP) system. NetSuite provides a comprehensive suite of tools for managing various business processes, including order management. It allows EPS to track orders, manage inventory, and generate invoices.
2. **NetSuite SuiteCommerce:** Launching in Q4 2023, EPS' new ecommerce platform is built directly on NetSuite's SuiteCommerce platform. This tight integration allows for the instantaneous transmission of orders, status updates, and invoicing directly through the platform. At launch, the platform will not support punchout or EDI transactions though this will be explored in 2024.
3. **Versa Pay Payment Portal:** EPS provides its customers with a payment portal powered by Versa Pay. This portal allows customers to access their invoices, view payment history, and make payments securely. It provides a convenient and user-friendly interface for customers to manage their payments.
4. **Vertex Invoice IQ:** EPS uses Vertex Invoice IQ for tax compliance and invoicing requirements across more than 60 countries. This platform automates tax calculations, generates compliant invoices, and ensures accurate tax reporting. It integrates with the NetSuite ERP to streamline the invoicing process and ensure tax compliance.

Disclosures

Legal: Does this business have actions currently filed against it?

X No Yes

This page contains trade secrets or confidential commercial and financial information, is confidential financial information and explicitly falls under FOIA Exemption 4, See FOIA, 5 U.S.C. §552 (b)(4)

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business’s five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. NYC DOE	Jason Borges	Executive Director of Literacy Collaborative	(718) 915-1146	Borges2@schools.nyc.gov
2. Fairfax County Public Schools	Donna McConnell	Language Arts Coordinator	(571) 423-3743	dmcconnell@fcps.edu
3. Gwinnett County BOE	Dr. Susan Potts-Datema	Director of Special Education	(678) 301-7105	susan.potts.datema@gcpsk12.org
4. Omaha Public Schools	Christine Pereira	Supervisor/Director - Special Education	(531) 299-9520	Christine.Pereira@ops.org
5. Las Cruces Public Schools	Esther Peterson	Director of Elementary Instruction	(575) 527-9329	epeterso@lcps.net

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Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X

Nebraska	Yes	<u>X</u>	<u>X</u>	<u>X</u>
New Jersey	Yes	<u>X</u>	<u>X</u>	<u>X</u>
New Mexico	Yes	<u>X</u>	<u>X</u>	<u>X</u>
North Dakota	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Ohio	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Oregon	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Pennsylvania	Yes	<u>X</u>	<u>X</u>	<u>X</u>
South Carolina	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Texas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Virginia	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
Washington	Yes	<u>X</u>	<u>X</u>	<u>X</u>
West Virginia	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
Wisconsin	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>X</u>	<u>X</u>	<u>X</u>

e-Commerce: Does this business have an e-commerce website? No X Yes

If YES, what is the website? https://eps.schoolspecialty.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? No X Yes

Does this business have a toll-free customers support phone option? ☐ **No** ☒ **Yes**

If yes to a toll-free customer support phone, is it 24 hour? ☒ **No** ☐ **Yes**

Does this business offer local customer and support service options? ☐ **No** ☒ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Order processing time shall be within a period of 72 hours (about 3 days) from the time the order is received. The delivery of the ordered goods shall be subject to the availability of the purchasing agencies, local carriers, and any special delivery requirements.

Our standard shipping method is parcel ground via either FedEx or the US Postal Service, with FedEx Two-Day Air expedited shipping available at a rate of 25% of the order total.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Our backorder policy states that we will fill the order once the item is available. We understand that backorders can be inconvenient for our customers, so we prioritize fulfilling the order as soon as possible. We do not cancel the order and require participating agencies to reorder if items are backordered. Instead, we communicate with our customers to inform them about the backorder status and provide them with the option to wait for the full order or submit a partial order if available. We strive to provide excellent customer service and work closely with our customers to meet their needs during backorder situations.

Describe your company's payment terms as well as any quick pay discounts.

Our standard payment term is NET 30 days. Charge accounts are available only to schools and other institutions. We accept Visa, MasterCard, American Express, and Discover cards. All web orders must be prepaid with a credit card or use a purchase order (PO Account Required). We do not charge any Convenience Fee for choosing to pay via credit card.

Our company offers multiple payment options through our ecommerce platform, payment portal, or via phone with our Customer Care team, including credit card payments and ACH. Our payment portals and phone system comply fully with Payment Card Industry (PCI) standards to ensure the safety and security of our customers' sensitive information.

We do not offer quick pay discounts at this time.

State your company's return policy and any applicable restocking fees.

The return policy and restocking fee is based on the quantity, volume, and nature of the return.

If an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee. Most items will be subject to a 15% for U.S. suppliers (25% Canada) restocking fee. All returned material must be in saleable condition, free of markings, writing, stamping, or shelf-worn appearance. All classroom sets or packaged materials must be returned as sold, with all student and teacher materials included. Classroom sets/ Kits or packaged product not returned in this fashion will be considered non-refundable and returned to sender. Materials may be returned via the least expensive carrier (use of tracking numbers is recommended).

IMPORTANT: Returns without authorization will not be processed. To initiate a return and receive the required return (RMA) authorization, please contact Customer Service by email at epscares@schoolspecialty.com or phone at 800-225-5750 x4

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

As a company committed to enhancing customer satisfaction and ensuring seamless transactions, our organization has implemented several special programs aimed at improving customers' ability to access products, ensuring on-time delivery, and implementing innovative strategies. These programs have been designed to streamline processes, enhance efficiency, and provide a superior customer experience.

One such program is the implementation of the NetSuite SuiteCommerce platform, which is scheduled to launch in Q4 2023. This cutting-edge ecommerce platform is built directly on NetSuite's SuiteCommerce platform, allowing for the instantaneous transmission of orders, status updates, and invoicing. By leveraging this tight integration, customers will be able to access products more efficiently and receive real-time updates on their orders. While punchout and EDI transactions will not be initially supported, we are actively exploring their integration into the platform in 2024.

In addition to the SuiteCommerce platform, we offer our customers the convenience of the Versa Pay Payment Portal. Powered by Versa Pay, this portal provides customers with a secure and user-friendly interface to access their invoices, view payment history, and make payments. By utilizing this portal, customers can easily manage their payments, ensuring a seamless and hassle-free experience.

To further enhance our customers' experience and ensure compliance with tax regulations across various jurisdictions, we have implemented the Vertex Invoice IQ platform. This state-of-the-art platform automates tax calculations, generates compliant invoices, and ensures accurate tax reporting for over 60 countries. By integrating with the NetSuite ERP system, the Vertex Invoice IQ platform streamlines the invoicing process and guarantees tax compliance, providing our customers with peace of mind.

These special programs represent our commitment to providing innovative solutions that improve customers' ability to access products, ensure on-time delivery, and streamline processes. By leveraging cutting-edge technology and strategic partnerships, we continue to enhance the overall customer experience and maintain our position as a leader in the industry.

Pricing

Is your pricing methodology guaranteed for the term of the contract?		No	X	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?		No	X	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	No		Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	X	No		Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?

No X Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ **X** Pricing is LESS THAN individual customer and/or cooperatives. Lower by 25.00 %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?

_____ **No** _____ **X** **Yes**

If YES, identify which cooperative and the respective expiration date(s).

Region 19 ESC – Allied States Cooperative – Expires March, 2024

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

AEPA Contract

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

X	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation?

_____ **X** **No** _____ **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Section 9.2(a), Page 8	Section 9.2(a)	Customized Price List	In the case of a customized price list, if the Participating Entity requests items that are already on the Core Item list, the Vendor Partner may include those items on the customized price list, but they will not be subject to the additional discount deeper than what was originally bid on the non-core or catalog discount. These items will be sold at the 25% discount off the List Price AEPA Pricing.
Section 10, Page 9 Part A: Terms & Conditions, Page 29	Section 10 Section V § Public Record	Evaluation As a part of the process of determining responsible respondents, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a	In accordance with our status as a private organization, we understand and respect the category committee's need to assess the financial strength of potential respondents during the review process. However, we assert that any and all information

		<p>third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).</p> <p>Public Record</p> <p>All offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).</p>	<p>submitted by our organization in response to the committee's request shall be considered confidential as trade secrets or confidential commercial and financial information. This information explicitly falls under FOIA Exemption 4, as outlined in the Freedom of Information Act (FOIA), specifically 5 U.S.C. §552 (b)(4).</p> <p>As a private organization, we are committed to safeguarding our proprietary financial information and ensuring its protection from unauthorized disclosure. We maintain that the financial reports requested by the category committee, including balance sheets, Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution, and/or a complete Annual Financial Report (for publicly traded companies), contain sensitive details that could potentially harm our competitive position if disclosed to the public or our competitors.</p> <p>We are more than willing to collaborate with the category committee in assessing our firm's financial strength and providing the necessary information to support their evaluation. However, in order to maintain the confidentiality and protect our trade secrets and confidential commercial and financial information, we request that the category committee treat all submitted financial documents as confidential and exempt from public disclosure under FOIA Exemption 4.</p> <p>We believe that this exception strikes a balance between fulfilling the category committee's requirements and</p>
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			preserving the confidentiality of our financial information.

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
X	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation
7.1.6	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.	EPS Operations does not have third-party agents perform and/or provide any part of the products and services offered herein.
7.1.13	Products that have a money back guarantee will be clearly identified in the catalog and on the website (if applicable).	None of our products have a money back guarantee
7.1.16	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.	Safety Data Sheet (SDS) are not applicable to our product offering.
8.3.1	Library/Media Resources & Automation	We do not offer a product line for this category.
8.1.6.4	Vendor has provided the hosting service model (Cloud, Software as a Service SaaS, Local hosted, etc.) and associated costs for each if any.	This is not applicable to our product offering
8.2.2.3	Science	We do not offer a product line for this category

8.2.2.4	World Languages	We do not offer a product line for this category
8.2.2.5	History/Social Sciences	We do not offer a product line for this category
8.2.2.6	Art	We do not offer a product line for this category
8.2.2.7	Health & Physical Education	We do not offer a product line for this category
8.2.2.8	Career & Technical	We do not offer a product line for this category
8.2.2.13	Music	We do not offer a product line for this category
8.2.2.14	Health/Physical Ed.	We do not offer a product line for this category
8.2.4	Examination, Testing, Assessment feature	We do not offer a product line for this category
8.3 §8.3.1 – 8.3.8	<p>Library/Media Resources & Automation Item</p> <p>Including the following from §8.3.1 – 8.3.8:</p> <p>eBooks, Educational Reference Databases, or Collections, Library Automation Systems, Content Database Repository, Content Management system (Video, Audio, Document), Content Subscription Services (Streaming Video, Audio, digital document formats), Textbook, Library, Asset Management, Ancillary items available (Library Books, Classroom Literature, Workbooks/Consumables, Reference Books, Textbooks preowned or new)</p>	We do not offer a product line for this entire category
8.4.3	Text is offered in multiple Languages	Our text is not offered in multiple Languages
8.5	Online Professional Development & Training Resources	We are unable to offer a discount on our Professional Development services. While we are pleased to extend a 25% discount off our List Price for all products and other services, we must make an exception for Professional Development due to the variable costs associated with it and the fluctuating cost index in different regions. As a result, we are unable to provide a discount for this service.
8.5	Online Professional Development & Training Resources	Professional Development (“Training”) is quoted on a variety of factors including, but not limited to, geographical location of organization, the program training, product training needed and length of training being requested, customized training needs of purchasing agency, number of training consultants we will need to provide based on the number of teachers we are providing services to

		and the implementation timeline requested by the purchasing agency, implementation timeline agreed to in the customized training plan by purchasing agency and EPS, and in-person professional development will be occurring, cost of flight(s), cost of hotel(s) reservation, rental car(s), and additional factors.
8.5.2	Accredited Continuing Education Units (to include but not limited to ASCD, USDA, USDA Child Nutrition, etc.)	We do not offer services in this category
8.5.3	Internet/Cloud hosted online content	We do not offer services in this category
8.5.4	Teacher Certification Services	We do not offer services in this category
8.5.5	Online Tutoring	We do not offer services in this category
9.2(b)	Hot List Pricing	We are not offering Hot List Pricing.
9.2(c)	Volume Price Discounts	We do not offer a Volume Price Discount.

Part D - Questionnaire

AEPA 024-C

Digital Resources & Instructional Materials

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled ***“Part D – Questionnaire – Name of Company”***.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: EPS OPERATIONS, LLC

Company Address: 80 Northwest Blvd

City, State, zip code: Nashua NH 03063-4067

Website: <https://eps.schoolspecialty.com>

Contact Person: Mark Esstman

Title: Senior VP of Sales

Phone: (617) 715-8405

Email: Mark.Esstman@schoolspecialty.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company **X** privately owned company

In what year was this business started under its present name? 2023

Under what additional, or, former name(s) has your business operated?

EPS/School Specialty, EPS School Specialty, Educators Publishing Service, EPS

Is this business a corporation?

☒ No

Yes. If yes, complete the following:

Date of Incorporation:

N/A

State of Incorporation:

N/A

Name of President:

N/A

Name(s) of Vice President(s):

N/A

Name of Treasurer:

N/A

Name of Secretary:

N/A

Is this business a partnership?

☒ No

Yes. If yes, complete the following:

Date of Partnership:

N/A

State Founded:

N/A

Type of Partnership, if applicable:

N/A

Name(s) of General Partner(s):

N/A

Is this business individually owned? **X** **No** **Yes. If yes, complete the following:**

Date of Purchase:

N/A

State Founded:

N/A

Name of Owner/Operator:

N/A

Is this business different from those identified above?

No

X

Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Limited Liability Company, 2023 Delaware

Steven Guttentag - Chief Executive Officer

Devin White - Chief Financial Officer

Janine Walker-Caffrey - Chief Products Officer

Duane Call - Chief Marketing Officer

Mariel Warnock - Director of Operations and Special Projects

Mark Esstman - Senior VP of Sales

Is this business women-owned?

X

No

Yes

Is this business minority-owned?

X

No

Yes

Does this business have an Affirmative Action plan/statement?

No

X

Yes

Business Headquarter Location

Business Address	80 Northwest Blvd
City, State, zip code	Nashua NH 03063-4067
Phone	(800) 225-5750
How long at this address?	5 Years

Business Branch Location(s)

Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A
Branch Address	N/A
City, State, zip code	N/A

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies			

This page contains trade secrets or confidential commercial and financial information, is confidential financial information and explicitly falls under FOIA Exemption 4, See FOIA, 5 U.S.C. §552 (b)(4)

Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

This page contains trade secrets or confidential commercial and financial information, is confidential financial information and explicitly falls under FOIA Exemption 4, See FOIA, 5 U.S.C. §552 (b)(4)

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
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Contract Manager	Brent Goodman	Bids & Contracts Manager	(603) 579-3437	brent.goodman@schoolspecialty.com
Sales Manager	Mark Esstman	Senior VP of Sales	(617) 715-8405	Mark.Esstman@schoolspecialty.com
Marketing Manager	Duane Call	Chief Marketing Officer	(920) 393-6128	duane.call@schoolspecialty.com
Customer & Support Manager	Michael Lascelles	Director of Customer Success	(800) 225-5750 x4	michael.lascelles@schoolspecialty.com
Distributors, Dealers, Installers, Sales Reps	Coretta Bell	Director of Sales Enablement	(603) 288-0053	coretta.bell@schoolspecialty.com
Distributors, Dealers, Installers, Sales Reps	Carra Pappalardo	Director of Strategic Partnerships	(603) 579-3450	carra.pappalardo@schoolspecialty.com
Consultants & Trainers	Daniel Fiore	Director of Professional Learning	(571) 318-1214	daniel.fiore@schoolspecialty.com
Technical, Maintenance & Support Services	Aaron Sjoberg	Implementation Manager	(904) 562-7773	aaron.sjoberg@schoolspecialty.com
Technical, Maintenance & Support Services	Matthew Beauregard	Customer Care Manager	(904) 562-7758	matthew.beauregard@schoolspecialty.com
Quotes, Invoicing & Payments	Lori Merkel	Inside Sales Manager	(904) 562-7763	lori.merkel@schoolspecialty.com
Warranty & After the Sale	Matthew Beauregard	Customer Care Manager	(904) 562-7758	matthew.beauregard@schoolspecialty.com
Financial Manager	Devin White	Chief Financial Officer	(203) 247-8984	Devin.White@schoolspecialty.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
2	All Areas	Alabama
2	All Areas	Alaska
2	All Areas	Arizona
2	All Areas	Arkansas
2	All Areas	Northern California
2	All Areas	Southern California
2	All Areas	Colorado
2	All Areas	Connecticut
2	All Areas	Delaware
3	All Areas	Florida
2	All Areas	Georgia
2	All Areas	Hawaii
2	All Areas	Idaho
2	All Areas	Illinois
2	All Areas	Indiana
2	All Areas	Iowa
2	All Areas	Kansas
2	All Areas	Kentucky
2	All Areas	Louisiana
2	All Areas	Maine
2	All Areas	Maryland
2	All Areas	Massachusetts
2	All Areas	Michigan
2	All Areas	Minnesota
2	All Areas	Mississippi

2	All Areas	Missouri
2	All Areas	Montana
2	All Areas	Nebraska
2	All Areas	Nevada
2	All Areas	New Hampshire
2	All Areas	New Jersey
2	All Areas	New Mexico
2	All Areas	New York
2	All Areas	North Carolina
2	All Areas	North Dakota
2	All Areas	Ohio
2	All Areas	Oklahoma
2	All Areas	Oregon
2	All Areas	Pennsylvania
2	All Areas	Rhode Island
2	All Areas	South Carolina
2	All Areas	South Dakota
2	All Areas	Tennessee
3	All Areas	Texas
2	All Areas	Utah
2	All Areas	Vermont
2	All Areas	Virginia
2	All Areas	Washington
2	All Areas	West Virginia
2	All Areas	Wisconsin
2	All Areas	Wyoming
2	All Areas	District of Columbia

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

PROJECT MENTOR

M - Model success

E - Equip with Coop Program skills

N - Navigate key features and benefits

T - Tools to tailor sales approach

O - Offer guidance and support

R - Reinforce growth to promote and sell

Once awarded and well before the contract effective date, the EPS sales enablement team with participation from our executive leadership and AEPA team will provide comprehensive training for the sales team. This will be a two-fold process between our sales members not as familiar with the Purchasing Program, and mentoring from our Senior Sales professionals who have an in-depth knowledge and understanding of the Purchasing Program. This training session will serve as a platform to equip our sales team with the necessary knowledge and tools to effectively promote and sell the AEPA program.

NATIONAL SALES TEAM MEMBERS NEW TO THE COOPERATIVE PURCHASING PROGRAM

- Provide sales team with sales collateral and documentation
- Highlight the unique features of the AEPA program, such as the streamlined procurement process that saves our customers time and effort.
- Help sales team understand unique selling points of the program
- Train the sales team in ease of use and the ability to access a wide variety of products and services through a single contract, simplifying the purchasing process.
- Enable effective communication of value proposition to potential customers
- Tailor sales approach to target government entities, educational institutions, and non-profits

- Coach on our sales approach to meeting purchasing agencies' specific needs and challenges, positioning the AEPA program as a solution that addresses their pain points.
- Empower sales team to promote and sell the AEPA program
- Coach on our sales approach to meeting purchasing agencies' specific needs and challenges, positioning the AEPA program as a solution that addresses their pain points.
- Prepare sales team to engage with potential customers and drive sales growth.
- Pair New Sales Team Members with their Senior Sales Team Members for Project MENTOR.

NATIONAL SALES TEAM MEMBERS EXPERIENCED WITH THE COOPERATIVE PURCHASING PROGRAM

Fortunately, a vast number of our sales team has extensive experience in this area, thanks to our long-standing relationship with School Specialty and the ongoing Transition Service agreement between School Specialty and EPS. Our national curriculum program and professional development sales force have spent years successfully selling to purchasing agencies who were members of AEPA contracts.

- Coordinate the ongoing coordination of Project MENTOR between Senior and Junior Sales Members
- Refresh the Senior Team Members on the key benefit of the AEPA program
- Leverage the knowledge and understanding of our sales team regarding the intricacies of these contracts, enabling them to effectively communicate the advantages to potential customers.
- Highlight key features and benefits of the Master Agreement and cooperative contracts
- Access to tools and resources to leverage the experience of our sales team in working with public agencies, government entities, educational institutions, and non-profit organizations.
- Educate sales team on public agencies that can benefit from the program
- Train sales team on accessing the database of public agencies
- Guide sales team on navigating the database and identifying potential customers

- Ensure comprehensive list of potential customers for sales campaigns
- Utilize our comprehensive database of public agencies to identify potential customers and plan targeted sales campaigns in coordination with marketing.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

NATIONAL SALES FORCE

The sales force of our company is structured in the following way:

- 28 outside regional sales representatives positioned across the United States
- 12 inside sales support representatives
- 4 regional sales managers
- Managed by Senior Vice President of Sales, Mark Esstman, and Director of Sales Enablement, Coretta Bell
- Any Cooperative Member Accounts are overseen by our Director of Strategic Accounts, Carra Pappalardo
- Outside regional sales reps build and maintain customer relationships.
- Inside sales support reps assist outside reps throughout sales process

Overall, our sales force is structured to ensure that we have a highly skilled and effective team of sales professionals who can build and maintain strong relationships with customers, meet sales targets, and achieve success.

The Highest-level executive in charge of the sales team:

Mark Esstman – Senior VP of Sales

Mark.Esstman@schoolspecialty.com

(617) 715-8405

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

EPS Operations, LLC. is recognized as a leading PreK-12 curriculum program company providing supplemental ELA (English Language Arts), Literacy, Phonics and math solutions that promote achievement

and equitable education for all students. We deliver powerful instructional resources, professional development and learning, intervention programs and assessment materials, with programs like S.P.I.R.E.®, Wordly Wise 3000®, Coach Digital Compass®, and many other great programs.

As a trusted partner for schools and districts, EPS provides solutions combining research-based curriculum and customized professional development and learning to help move students toward growth, mastery, and success.

EPS has been the leader in developing and publishing programs to help struggling students, including those with dyslexia and other reading difficulties, as well as providing materials that support on-level students so they can continue to meet their goals. We currently support over 7,000+ schools, school districts, and other educational institutions with our curriculum product offerings.

Pricing will be available for all our products and services. The 25% discount off our List Price is for all products and services with the one (1) exclusion of Professional Development services.

Vendor can provide a District, Building, Classroom, Student/Staff, device, or other licensing option (Please indicate which pricing models you can offer).

Our licensing options include the following:

1. District Licensing: This option allows for licensing at the district level, providing access and usage rights to all schools and administrative departments within the district.
2. Building Licensing: This option grants licensing rights to individual buildings within a district or organization, allowing for customized access and usage permissions based on specific building needs.
3. Classroom Licensing: This option focuses on licensing for individual classrooms, giving teachers and students access to specific educational resources and software.
4. Student/Staff Licensing: This option provides licensing rights to individual students or staff members, allowing for personalized access and usage based on their specific roles and needs within the organization.
5. Device Licensing: This option enables licensing for specific devices, ensuring that software and resources are accessible on designated devices.
6. Other Licensing Option: We also offer flexibility to create customized licensing options that cater to unique requirements of membership organizations. This allows us to tailor the licensing to fit the specific needs and preferences of the organization.

Our aim is to work closely with the member organizations to understand their requirements and create a licensing option that best suits their needs. We can tailor the licensing structure based on the size, scope, and goals of the organization, ensuring that they have the appropriate access and usage rights for their members.

Explain how your company is working to meet 508 accessibility and/or W3C standards and is suitable for teachers and students of all abilities.

At EPS Operations, we are committed to ensuring that our software programs, including iSPIRE, Wordly Wise i3000, and SPIRE Star, meet 508 accessibility and W3C standards. We understand the importance of providing inclusive educational tools that can be accessed and used by all teachers and students, regardless of their abilities.

To achieve this, we have implemented several measures:

1. Accessibility Guidelines: We adhere to the Web Content Accessibility Guidelines (WCAG) 2.0, which are developed by the World Wide Web Consortium (W3C). These guidelines provide a set of standards for making web content more accessible to individuals with disabilities.

2. User Testing: We conduct extensive user testing with individuals of varying abilities to ensure that our software programs are usable and accessible for everyone. This includes testing with individuals who have visual impairments, hearing impairments, mobility limitations, and cognitive disabilities.

3. Keyboard Navigation: We ensure that all features and functionalities of our software programs can be accessed and operated using a keyboard alone. This allows individuals who have difficulty using a mouse or other pointing device to navigate through the software easily.

4. Screen Reader Compatibility: Our software programs are designed to be compatible with popular screen reader software, such as JAWS and NVDA. This enables individuals with visual impairments to access the content and interact with the software effectively.

5. Alternative Text and Captions: We provide alternative text for images and captions for videos within our software programs. This allows individuals with visual impairments to understand the visual content through text descriptions or audio descriptions.

6. Color Contrast: We ensure that the color contrast within our software programs meets the WCAG guidelines, making it easier for individuals with visual impairments or color blindness to read and comprehend the content.

7. Clear and Consistent Navigation: We strive to provide clear and consistent navigation throughout our software programs, making it easier for individuals with cognitive disabilities or learning difficulties to navigate and understand the interface.

By implementing these measures, we aim to make our software programs accessible and usable for teachers and students of all abilities. We recognize the importance of providing equal educational opportunities and are continuously working to improve the accessibility of our products.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

One of the key factors contributing to our success in meeting shipping timelines is our robust logistics infrastructure through our partnership with Symbia Logistics. An advanced inventory management system

and automated order processing capabilities enable us to minimize delays and ensure prompt delivery quickly and accurately.

Symbia Logistics

Third-Party Logistics (3PL provider)

216 Main Street
Suite C100
Edwards, CO 81632

(855) 467-9624
www.symbia.com

Our company has established a strategic partnership with Symbia Logistics to fulfill our distribution needs. Symbia Logistics is a leading provider of logistics services, specializing in warehousing, transportation, and fulfillment solutions. This partnership has allowed us to streamline our supply chain operations and improve overall efficiency.

EPS - Average Fill Rate: 95%

EPS - Average on time delivery rate: 95%

- EPS has a strong track record of meeting shipping and delivery timelines, consistently achieving a rate of 95% on-time delivery.
- We provide shipping to All States including Alaska and Hawaii, All US Territories, and Canada from our distribution center in Bolingbrook, IL.
- Order processing time shall be within a period of 72 hours from the time the order is received.
- The delivery of the ordered goods shall be subject to the availability of the purchasing agencies, local carriers, and any special delivery requirements.
- Shipping and handling charges are additional. They are prepaid and added to the invoice. The standard shipping cost is 15% of the order total, with a \$9.95 minimum.
- AEPA Purchasing Agencies will benefit from our exclusive offer of a nominal shipping and handling fee of just 10% of the order total.
- Our standard shipping method is parcel ground via either FedEx or the US Postal Service, with FedEx Two-Day Air expedited shipping available at a rate of 25% of the order total.
- Some orders may be shipped Less-Than-Truckload (LTL) freight to the destination based on size, weight, or special shipping instructions from the customer.
- Our Customer Care team will confirm all necessary requirements to receive LTL shipments during order processing.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Service/Support Center	Nashua	New Hampshire
Distribution Center	Bolingbrook	Illinois

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

By partnering with printing companies, graphics designers, technology providers, distribution partners, and other organizations, EPS ensures that it can deliver high-quality educational materials and services to its customers. The company maintains a secure supply chain by working with authorized vendors and vetted distribution and logistics providers. This helps ensure the authenticity and reliability of the proprietary and custom manufactured curriculum programs provided by EPS.

In addition to maintaining a diverse range of partners, EPS is committed to working with MWBE (Minority and Women-Owned Business Enterprises) organizations. The company actively seeks out partnerships with MWBE organizations to support its commitment to diversity and inclusion. By working with MWBE organizations, EPS believes it can better serve its customers and communities.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

NAME	TYPE	SERVICE PROVIDED	ADDRESS
Not applicable as we are a sole-source provider of our curriculum programs.			

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

EPS is fully capable of doing business with manufacturer/dealer/distribution organizations that are small or MWBE businesses. We recognize the importance of supporting and promoting diversity in the business community, and we actively seek out partnerships with small and MWBE organizations. We have established processes and policies in place to ensure fair and equal opportunities for these organizations to engage in business with us.

When evaluating potential partners, we consider factors such as their qualifications, capabilities, and alignment with our values and goals. We prioritize working with small and MWBE businesses that can meet our quality standards and contribute to the success of our operations.

EPS is committed to fostering a diverse and inclusive supply chain. We understand the unique challenges faced by small and MWBE businesses, and we strive to provide them with the necessary support and resources to thrive. By engaging in business with these organizations, we not only contribute to their growth and development but also enhance our own ability to deliver innovative and high-quality products and services to our customers.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

In addition to our commitment to working with MWBE organizations, EPS also takes several other steps to be sensitive to a participating agency's desire to utilize local and/or MWBE companies.

First, we prioritize hiring local employees within the geographic regions where we operate. By doing so, we contribute to the local economy and create job opportunities for individuals within the community. We actively promote job openings through local job boards, community organizations, and educational institutions to ensure we attract diverse and local talent.

Furthermore, we make an effort to engage local companies for various services and supplies. For instance, we may partner with a local delivery company for logistics for large orders. By doing so, we not only support local businesses but also foster a stronger sense of community and collaboration.

Lastly, EPS values diversity and inclusion within our own company. We strive to have a diverse workforce that reflects the communities we serve. This includes promoting diversity in our ownership and leadership positions. By having a diverse team, we can better understand and address the needs of our customers, including those related to utilizing local and MWBE companies.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

WBE – Women-Based Enterprise, SBE – Small Business, VOSBE – Veteran-Owned Small Business, SDB – Certified Small Disadvantaged Business, HZB – Certified HUBZone Firm, 501(c)(3) – Not-for-Profit			
NAME	TYPE	SERVICE PROVIDED	ADDRESS
Exploros, Inc	SBE	Educational/Instructional Software	99 Concord Rd Wayland, MA, 0177
Kase Printing, Inc.	SBE	Specialty printing	13 Hampshire Dr # Hudson, NH 03051
Peter Pan Novelty Co., Inc.	WBE	Wholesaler	22925 Savi Ranch P Yorba Linda, CA, 92
Bovie Screen Process Printing Co Inc	SBE	Screen printing	4 Northeast Ave Bow, NH 03304
Peter Pan Novelty Co., Inc.	WBE	Wholesaler	22925 Savi Ranch

			Yorba Linda, CA, 92887
Rainbow Resource Center, Inc.	WBE	Curriculum Distribution Partner	655 Township Rd 500 E Toulon, IL 61483
Christianbook International Outreach	501(c)(3)	Curriculum Distribution Partner	140 Summit St Peabody, MA 01960
Koplow Games	SBE	Wholesaler	369 Congress St Boston, MA 02210
Jacobson Plastics Inc	SBE	Plastic injection molding	1401 Freeman Ave Long Beach, CA 90804
Panda Education, Inc	SBE	Curriculum Distribution Partner	1610 Dell Ave Suite G Campbell, CA 95008
Upstate Printing Inc	SBE	Commercial printing	433 West Onondaga St Syracuse, NY 13202
Kling Magnetics, Inc	SBE	Custom magnetic products	343 Route 295 Chatham NY 12037
Joseph Leeb Enterprises LLC	WBE	Import textile items, electronics, educational materials	110 Midland Ave #5b Midland Park, NJ 07432

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Duane Call	Chief Marketing Officer	(920) 393-6128	duane.call@schoolspecialty.com
Wendy Guerin	Director of Marketing	(480) 640-7222	wendy.guerin@schoolspecialty.com
Kathleen Berkson	Senior Marketing Manager	(619) 314-0560	kathleen.berkson@schoolspecialty.com
Lynne Lavini	Field Marketing Manager	(619) 314-0560	lynne.lavini@schoolspecialty.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

The EPS marketing team has exhibited at four national events and over 100 regional events throughout the United States each year. We also assist the sales team with district-level and site-specific meetings they host for current customers and customers to be. See a comprehensive list of events in the next section.

When we aren't exhibiting, we're creating thought-leadership and resource-focused content, amplified with email and advertising tactics, to guide educators through their journey to purchase.

Q3 2022

- Back-to-School direct mail – targeted to 250,000 school districts and school building contacts to promote multiple programs in our curriculum portfolio.
- Science of Reading Hub – integrated marketing campaign and thought leadership web resource.
- Dyslexia Awareness Month – integrated marketing campaign and thought leadership content marketing.
- Decodable readers and phonics intervention – digital campaign consisting of email and content in our Insights blog.

Q4 2022

- Summer Learning Hub – integrated marketing campaign and thought leadership web resource.
- Decodable readers digital campaign.
- Coach Digital Compass product trial and demo campaigns using direct marketing and sales techniques.

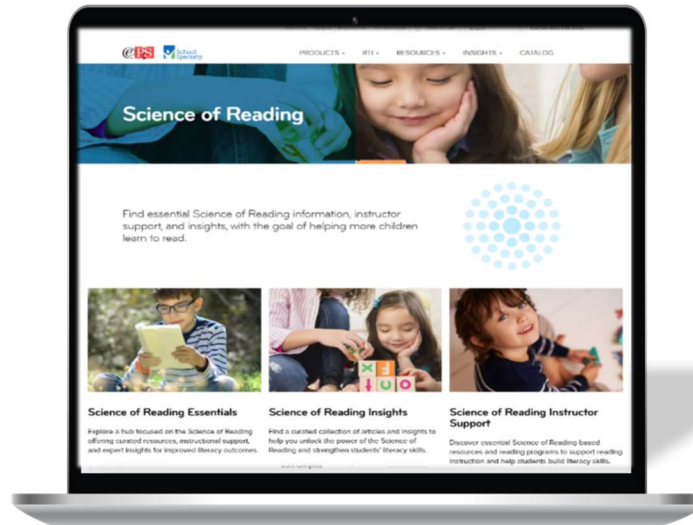
Q1 2023

- 2023 EPS Catalog
- Early Childhood curriculum and content marketing campaign.
- Summer Learning Hub – email and advertising campaign.
- Move Learning Forward campaign – website resource and integrated marketing campaign with supporting sales materials covering ESSER funding and resources to address lost instruction time.

Q2 2023

- Readfetti Decodable Readers new product launch – integrated campaign starting with digital outreach and grassroots efforts.
- Exhibitor – ASCD Annual Conference in April 2023
- S.P.I.R.E. in Action campaign – user stories and S.P.I.R.E. informational resources.
- Science of Reading campaign – website resource and integrated marketing and sales campaign.
- S.P.I.R.E. conversion campaign – integrated sales and marketing efforts focused on upgrading S.P.I.R.E. customers to the latest edition.

Example of a content hub: [Science of Reading](#)



Much has changed in marketing over the past few months. To start, the team has more than doubled. As a result, advertising is increasing—including increased attendance at national and local conferences, events, and webinars. Additionally, we are actively working to both scale initiatives and provide an extra level of support at the field level for state- and account-specific initiatives.

RECENT AND UPCOMING CONFERENCES AND EVENTS			
<i>Date</i>	<i>Name of Conference</i>	<i>City</i>	<i>State</i>
<i>February, 2022</i>	CCIRA- 2022 Literacy Journey	Denver	CO
<i>March, 2022</i>	IDA (International Dyslexia Association)-LA Language and Learning 2022 UCLA Conference	Berkley	CA
<i>April, 2022</i>	Wisconsin Society of Science Teachers 2022 Conference	Wausau	WI
<i>July, 2022</i>	TCASE Summer Conference	Austin	TX
<i>July, 2022</i>	MASS MS Association School Superintendents	Biloxi, MS	MS
<i>July, 2022</i>	Synergy Conference	Miami-Dade	FL
<i>July, 2022</i>	Alabama MEGA Conference	Mobile	AL
<i>October, 2022</i>	Louisiana Association of School Administrators of Federally Assisted Programs (LASAFAP) Conference	Lake Charles	LA
<i>January, 2023</i>	MASS MS Association School Superintendents	Jackson, MS	MS
<i>January, 2023</i>	2023 Kinder conference	Pasadena	CA
<i>January, 2023</i>	VCASE 2023 Winter Conference	Abbingtion	VA
<i>February, 2023</i>	Alaska Special Ed Conference (ASSEC)	Anchorage	AK
<i>February, 2023</i>	IDA (International Dyslexia Association)- Austin Conference	Austin	TX

<i>February, 2023</i>	2023 Dallas Branch IDA (International Dyslexia Association)- regional conference, Literacy Leads the Way	Dallas	TX
<i>February, 2023</i>	Math Extravaganza Conference	Miami-Dade	FL
<i>February, 2023</i>	2023 CA Sped Conference in Sacramento	Sacramento	CA
<i>March, 2023</i>	NYCESPA	Brooklyn NY	NYC
<i>March, 2023</i>	PDE Conference	Hershey	PA
<i>March, 2023</i>	MO Elementary Principals	Lake Ozarks	MO
<i>March, 2023</i>	MSTA Conference	Lansing	MI
<i>March, 2023</i>	CSA Conference	New York City	NY
<i>March, 2023</i>	CUE Conference	Palm Springs	CA
<i>March, 2023</i>	LILAC Conference	Uniondale	NY
<i>March, 2023</i>	MASA/MASE Spring Conference	Minneapolis	MN
<i>April, 2023</i>	West TN Title One Conf	Bolivar	TN
<i>April, 2023</i>	National Catholic School Conference in Texas	Dallas	TX
<i>April, 2023</i>	CO IDA (International Dyslexia Association)- – Reading in the City	Denver	CO
<i>April, 2023</i>	NC SIP Conference	Greensboro	NC
<i>April, 2023</i>	ACET (The Association For Compensatory Educators of Texas)	San Marcos	TX
<i>April, 2023</i>	Wisconsin Title 1 Association Spring Conference 2023	Wisconsin Dells	WI
<i>April, 2023</i>	IDA (International Dyslexia Association)- Oregon Conference	Portland	OR
<i>April, 2023</i>	WASA- Wyoming administrator's	Powell	WY
<i>May, 2023</i>	OK Choctaw Summer Learning Conference	Durant	OK
<i>May, 2023</i>	NC Association of Colleges and Employers (NCACE) Conference	Greensboro	NC
<i>May, 2023</i>	LA Teacher Leader Summit	Los Angeles	CA
<i>May, 2023</i>	Wisconsin Council of Administrators of Special Services (WCASS) Spring Conference	Wisconsin Dells	WI
<i>June, 2023</i>	AR AASEA Special Ed Summer Conference	Benton	AR
<i>June, 2023</i>	MADSEC Director's Academy Conference	Carrabasset Valley	ME
<i>June, 2023</i>	Region 1 Special Ed Conference	Edinburg	TX
<i>June, 2023</i>	OK CCOSA – (School Admin) Summer Leadership Conference	Oklahoma City	OK

<i>June, 2023</i>	T.C.B.'S Annual Spring Conference	Riverside	CA
<i>June, 2023</i>	COSA Conference	Seaside	OR
<i>June, 2023</i>	WASA/AWSP Conference	Spokane	WA
<i>June, 2023</i>	Southwest Plains Conference	Sublette	KS
<i>July, 2023</i>	NMCEL Summer Conference	Albuquerque	NM
<i>July, 2023</i>	AR Reading Assoc – Summer Conference	Benton	AR
<i>July, 2023</i>	Nebraska admin Conference- Kearney	Kearney	NE
<i>July, 2023</i>	DASA Conference	Miami-Dade	FL
<i>July, 2023</i>	BPAA	Naples	FL
<i>July, 2023</i>	Summer Dyslexia Institute, hosted by Region 10 ESC Conference	Richardson	TX
<i>July, 2023</i>	NY Council of Administrators of Special Education (CASE)	Syracuse	NY
<i>August, 2023</i>	WASA/OSPI Special Education Directors	Kennewick	WA
<i>August, 2023</i>	Arkansas Administrator's Conference	Little Rock	AR
<i>August, 2023</i>	2022 IDEA Conference for Special Education Directors	Phoenix	AZ
<i>September, 2023</i>	GA Curriculum Instructors Super (GACIS)	Athens	GA
<i>September, 2023</i>	East TN Literacy Conference	Morristown	TN
<i>September, 2023</i>	TN LEAD Conference	Nashville	TN
<i>September, 2023</i>	Special Ed Directors Institute Conference	Phoenix	AZ
<i>September, 2023</i>	Charter School Conference of Texas	San Antonio	TX
<i>September, 2023</i>	AZ Rural School Conference	Flagstaff	AZ
<i>September, 2023</i>	MO Special Ed Conference	Jefferson City	MO
<i>October, 2023</i>	PBIDA (International Dyslexia Association)-Conference	Conshohocken	PA
<i>October, 2023</i>	ACET (The Association for Compensatory Educators of Texas)	Corpus Cristi	TX
<i>October, 2023</i>	TAASE Conference	Gatlinburg	TN

<i>October, 2023</i>	Texas ASCD	Houston	TX
<i>October, 2023</i>	MA Assoc of Science Teachers Conference	Marlboro	MA
<i>October, 2023</i>	2022 LIASEA (Long Island Association of Special Ed Administrators) Conference	Montauk	NY
<i>October, 2023</i>	SCATA	Myrtle Beach	SC
<i>October, 2023</i>	National Indian Education Association Conference	Oklahoma City	OK
<i>October, 2023</i>	FCSC	Orlando	FL
<i>October, 2023</i>	West Jersey Reading Council	Pennsauken	NJ
<i>October, 2023</i>	Illinois Principals Assoc Conference	Peoria	IL
<i>October, 2023</i>	OSTA Portland Conference	Portland	OR
<i>October, 2023</i>	NJIDA (International Dyslexia Association)-	Virtual	NJ
<i>October, 2023</i>	NC Council of Administrators of Special Education (CASE) Conference	Wrightsville Beach	NC
<i>October, 2023</i>	Art of Teaching- Kansas Conference	Wichita	KA
<i>October, 2023</i>	IDA (International Dyslexia Association)- Northern New England Alliance Conference	Columbus	OH
<i>October, 2023</i>	MASE Fall Conference	Brainerd	MN
<i>November, 2023</i>	Center for Advancement of Christian Education (CACE) Conference	Chatham	MA
<i>November, 2023</i>	Colorado Science Conference	Denver	CO
<i>November, 2023</i>	NC Exceptional Children (EC) Annual Conference	Greensboro	NC
<i>November, 2023</i>	2023 Schools of the Future Conference	Honolulu	HI
<i>November, 2023</i>	Maine Administrators of Services for Children with Disabilities (MADSEC) Fall Conference	Portland	ME
<i>November, 2023</i>	NYS Reading Association Conference	Rochester	NY
<i>November, 2023</i>	2023 ACSA Leadership Summit	Sacramento	CA
<i>November, 2023</i>	National Dyslexia Conference	San Antonio	TX
<i>November, 2023</i>	MN Admin & SP ED Conference	St. Cloud	MN
<i>November, 2023</i>	Science Teachers Association of NYS Annual conference	Syracuse	NY
<i>November, 2023</i>	67th Annual West Virginia Reading Association Conference	White Sulphur Springs	WV
<i>December, 2023</i>	East TN Federal Programs Conf	Gatlinburg	TN
<i>January, 2024</i>	Golden Triangle Curriculum Cooperative Textbook & Vendor Fair	Great Fall	MT
<i>January, 2024</i>	SERRRA Conference	Myrtle Beach	SC

<i>February, 2024</i>	HASTI Conference	Indianapolis	IN
<i>February, 2024</i>	Kansas CAC Symposium	Manhattan	KS
<i>February, 2024</i>	National ESEA Conference	New Orleans	LA
<i>February, 2024</i>	Archdiocese of Chicago Conference	Oakbrook	IL
<i>February, 2024</i>	GA Council of Teachers of English Conference	Peachtree City-Crowne Plaza	GA
<i>February, 2024</i>	KSTA Conference	Louisville	KY
<i>March, 2024</i>	Illinois Reading Council Conference	Springfield	IL
<i>March, 2024</i>	Michigan Association for Computer Users in Learning (MACUL) Conference	Traverse City	MI
<i>June, 2024</i>	Leading Change Conference	Phoenix	AZ
<i>July, 2024</i>	KASA Leadership Conference	Louisville	KY
<i>October, 2024</i>	IAASE Conference	Tinley Park	IL

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We will proactively migrate Member Agency accounts to the AEPA Member Agencies Pricing Program once awarded and provided with the Member Purchasing Agencies List. Our sales and marketing team will work with AEPA to identify key clients and leverage the marketing and sales strategies previously mentioned to ensure all member agencies have access to the same partnership benefits. We prioritize cooperative purchasing agreements and will use the AEPA Master Agreement as a key sales strategy.

To ensure a smooth transition, EPS will review the accounts. This review will involve assessing the customer's current contract terms, pricing, and any specific requirements. EPS will work closely with the customers to understand their needs and ensure that the transition to the Master Agreement aligns with their expectations.

As for the list of current cooperative contracts, EPS holds a regional agreement with Region 19 – Allied States Cooperative. The Master Agreement available through AEPA will be positioned as a priority due to the vast number of benefits it provides to both mutual and future purchasing agencies.

The Master Agreement offers a wide range of advantages, including competitive pricing, streamlined procurement processes, access to a diverse supplier network, and comprehensive contract management support. EPS will emphasize these benefits to highlight the value proposition of the Master Agreement and position it as a preferred option for public agencies.

By leveraging the existing cooperative contracts and highlighting the advantages of the Master Agreement, EPS aims to demonstrate the value and benefits that customers can gain by transitioning their accounts. This approach will ensure a seamless transition process and encourage customers to take advantage of the nationally available Master Agreement through AEPA.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA-awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

DEDICATED MARKETING & SALES (Q4 2023)

Leading up to the effective date, the marketing team will create a new web page along with marketing communications and campaigns directing educators to our new AEPA Member Organization page. Initial marketing communications that will begin development include:

- Web Page that describes the partnership and acts as a lead capture
- Sales flyer and price sheet
- Full color print advertisement and electronic/digital advertisements
- Announcement to be included in national marketing email
- Email nurture campaigns to use with both customers and prospects
- Email templates for sales outreach to customers and prospects

- Email signature text for sales team

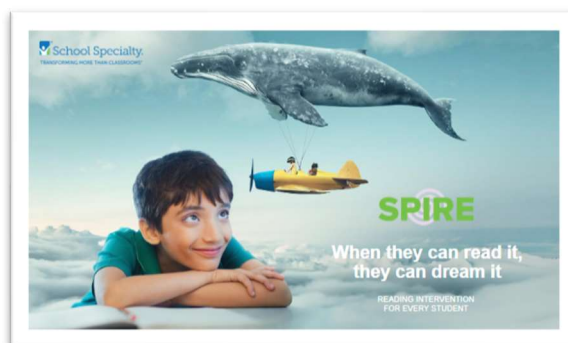
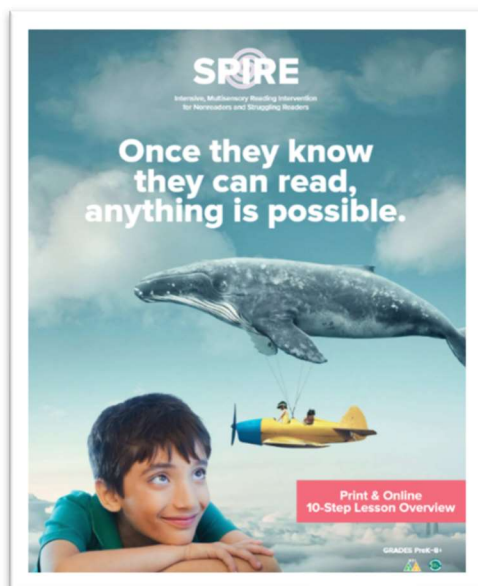
A vital part of the plan will be to identify current customers already on the AEPA Member Organization list by creating a custom field in our content management system, Netsuite. The custom field will include “help text” giving the sales team quick access to important details of our partnership whenever they need it. In addition to enabling the sales team, the data field will also allow us to monitor the progress of our AEPA Member Organization campaigns. The data field will be used to create our first campaign for the sales team, reaching out to current customers on the AEPA Member Organization participation list.

DIRECT OUTREACH TO CURRENT CUSTOMERS

As content is created a go-to-market plan for Field Marketing and Sales will be outlined and teams will be trained on the initiative and new processes. The team will plan their initial discussions to identify potential gaps in their customers’ reading curriculum and plan for future initiatives, such as supporting students with Dyslexia. With support from Field Marketing, the sales team will inform current customers of our continued and new contract with AEPA Member Organization. The goal will be to book initial meetings in Q4 2023 where it is possible to start closing sales as soon as the contract is effective. Tactics and content may include:

- ✓ Promotional webinars
- ✓ Email campaigns
- ✓ Sales presentations
- ✓ Sales collateral

Example of a campaign that used a sales flyer and presentation.



Behind the scenes, the sales and marketing teams will be gathering information and preparing for outreach to prospects on AEPA’s participation list. This includes collecting testimonials and other social proof-type content. We will create a prospective campaign using the custom data field in Netsuite and may further segment efforts based on initial results.

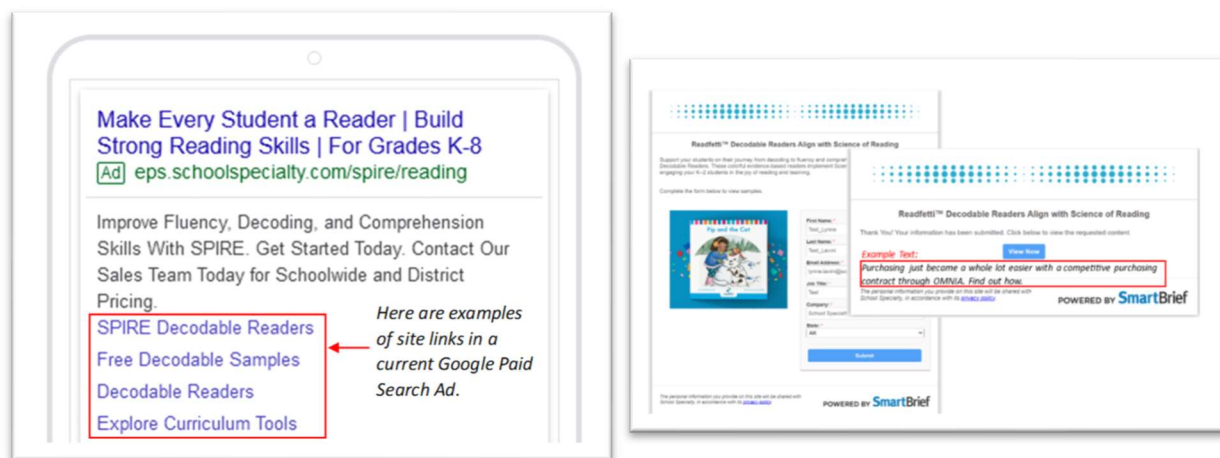
ANNOUNCING THE PARTNERSHIP

When we receive confirmation that our contract with AEPA is now in effect we will start rolling out communications. The first piece to go live will be our new page dedicated to our AEPA Partnership. The

communications created leading up to the approval noted above will link to this page, which will include a lead capture form. We may also explore:

- ✓ Including our AEPA Partners page in paid search sitelinks
- ✓ Launching a paid search and/or remarketing digital ad campaign
- ✓ Including a mention of our partnership on landing pages and other high-conversion locations
- ✓ Placing text add on relevant, high-searched pages on our website, including our homepage (Note: EPS will be launching a new website in 2024)

Advertising in trade publications using print or banner advertising is not in our marketing repertoire, but we may explore advertising alternatives such as the above examples.



At this point, core educators in participating districts and schools will have been identified, allowing us to communicate benefits of our contract in two ways:

1. Direct sales and marketing campaigns to current customers and prospects that are on AEPA's participation list. The campaign will consist of emails, calls, and in-person visits with the goal of booking meetings.
2. Embedding messaging of our partnership in regularly scheduled communications. An example of this may be a "P.S." in an email and a blurb on landing and/or pages or flyers.

CONTINUOUS MARKETING EFFORTS

After 30-days of generating awareness for prospects, direct marketing will become the focus. Having gathered customer insights and testimonials our direct prospect campaign will focus on these learnings.

- ✓ Marketing and sales brochure
- ✓ Automated email campaign
- ✓ Sales visits and calls to deliver curriculum samples.
- ✓ Concerted efforts to book meetings with prospects.

Throughout the contract we will freshen communications to align with national initiatives, such as Dyslexia month in October and Summer Learning. Additional tactics may include case studies and other forms of advertising. Foundational communications, such as the web page and email, will evolve.

REPORTING AND ANALYSIS

Throughout the contract our team will be working with your team to report, refine, and improve results. While we will be monitoring and working toward increasing and improving each touchpoint with potential sales opportunities, we will report on high-level data points such as:

- Conversions of prospective districts/schools to leads
- Customer meetings booked
- Prospect meetings booked
- Meetings to sales conversions
- Revenue

In the beginning of our contract

As the year progresses and the team finds a cadence

We may want to communicate more regularly.

- Email or call as needed.
- Strategy meetings every 4 or 6 weeks
- Monthly reporting shared via email.

We may want to change our meeting time to align with the cadence.

- Continue to email or call as needed.
- Strategy meeting every quarter, as most campaigns will be quarterly.
- Monthly reporting share via email

Environmental Initiatives

Describe how your products and/or services support environmental goals.

EPS believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making such a commitment themselves.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

None of our products have a third-party environmental certification at this time.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

EPS is committed to driving toward reducing paper interactions and striving for 100% paperless outbound purchase orders, inbound receipt of purchase orders, and customer invoicing. Additionally, we are pushing for 100% electronic payments via credit card or ACH to reduce waste. EPS also operates in a 95% virtual office environment, eliminating tens of thousands of commuting hours over the course of a year and helping our employees reduce their carbon footprint.

Our shipping and logistics partner, Symbia Logistics, also has an Environmental Stewardship initiative in place, including:

- Company-wide recycling program that led to 705 tons of metal, 426 tons of cardboard, 1,340 pounds of plastic, 13,974 tons of wood being recycled or reused in 2020 alone.
- Annual support of reforestation projects through a partnership with One Tree Planted
- Installation of energy-efficient motion-activated lighting at every facility
- Annual audit of environmental impact metrics

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

We have not identified what percentage of our products are environmentally preferable at this time. Although, our entire shipping and logistics is environmentally preferable through our 3PL partner, Symbia Logistics. EPS also operates in a 95% virtual office environment, eliminating tens of thousands of commuting hours over the course of a year and helping our employees reduce their carbon footprint.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

1. **CURRICULUM EXPERTS:** We have a deep understanding of the needs and challenges faced by educators in these subject areas. Our team of curriculum experts includes experienced former teachers, administrators, and instructional designers who are well-versed in the latest research and best practices in ELA, literacy, and phonics instruction. This expertise allows us to develop curriculum materials that are highly effective and aligned with state and national standards.
2. **WIDE SELECTION:** We offer a wide range of resources and materials that can be tailored to meet the specific needs of individual students, classrooms, schools, or districts. Our curriculum includes engaging and interactive activities, print and digital options, and instructional materials that are designed to support differentiated instruction and meet the diverse learning needs of students.
3. **PROFESSIONAL DEVELOPMENT:** Our commitment to ongoing professional development and support for educators. We understand that implementing a new curriculum can be challenging, and we provide comprehensive training and support to ensure that teachers are equipped with the knowledge and skills to effectively implement our materials. We offer professional development workshops, webinars, and online resources that provide guidance on instructional strategies, lesson planning, and assessment.
4. **INNOVATION & TECHNOLOGY:** We leverage cutting-edge digital tools and platforms to enhance the learning experience for students and streamline the administrative tasks for educators. Our digital resources include interactive e-books, online assessments, and data analytics tools that provide real-time insights into student progress and inform instructional decision-making.

If applicable, describe your company's ability to integrate into other ecommerce sites:

1. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
2. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.



Disclosures

Legal: Does this business have actions currently filed against it? **X** **No** **Yes**

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If Yes, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business’s five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4 [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X

Nebraska	Yes	<u>X</u>	<u>X</u>	<u>X</u>
New Jersey	Yes	<u>X</u>	<u>X</u>	<u>X</u>
New Mexico	Yes	<u>X</u>	<u>X</u>	<u>X</u>
North Dakota	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Ohio	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Oregon	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Pennsylvania	Yes	<u>X</u>	<u>X</u>	<u>X</u>
South Carolina	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Texas	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Virginia	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
Washington	Yes	<u>X</u>	<u>X</u>	<u>X</u>
West Virginia	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
Wisconsin	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>X</u>	<u>X</u>	<u>X</u>

e-Commerce: Does this business have an e-commerce website? No X Yes

If YES, what is the website? https://eps.schoolspecialty.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? No X Yes

Does this business have a toll-free customers support phone option? ☐ **No** ☒ **Yes**

If yes to a toll-free customer support phone, is it 24 hour? ☒ **No** ☐ **Yes**

Does this business offer local customer and support service options? ☐ **No** ☒ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Order processing time shall be within a period of 72 hours (about 3 days) from the time the order is received. The delivery of the ordered goods shall be subject to the availability of the purchasing agencies, local carriers, and any special delivery requirements.

Our standard shipping method is parcel ground via either FedEx or the US Postal Service, with FedEx Two-Day Air expedited shipping available at a rate of 25% of the order total.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Our backorder policy states that we will fill the order once the item is available. We understand that backorders can be inconvenient for our customers, so we prioritize fulfilling the order as soon as possible. We do not cancel the order and require participating agencies to reorder if items are backordered. Instead, we communicate with our customers to inform them about the backorder status and provide them with the option to wait for the full order or submit a partial order if available. We strive to provide excellent customer service and work closely with our customers to meet their needs during backorder situations.

Describe your company's payment terms as well as any quick pay discounts.

Our standard payment term is NET 30 days. Charge accounts are available only to schools and other institutions. We accept Visa, MasterCard, American Express, and Discover cards. All web orders must be prepaid with a credit card or use a purchase order (PO Account Required). We do not charge any Convenience Fee for choosing to pay via credit card.

Our company offers multiple payment options through our ecommerce platform, payment portal, or via phone with our Customer Care team, including credit card payments and ACH. Our payment portals and phone system comply fully with Payment Card Industry (PCI) standards to ensure the safety and security of our customers' sensitive information.

We do not offer quick pay discounts at this time.

State your company's return policy and any applicable restocking fees.

The return policy and restocking fee is based on the quantity, volume, and nature of the return.

If an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee. Most items will be subject to a 15% for U.S. suppliers (25% Canada) restocking fee. All returned material must be in saleable condition, free of markings, writing, stamping, or shelf-worn appearance. All classroom sets or packaged materials must be returned as sold, with all student and teacher materials included. Classroom sets/ Kits or packaged product not returned in this fashion will be considered non-refundable and returned to sender. Materials may be returned via the least expensive carrier (use of tracking numbers is recommended).

IMPORTANT: Returns without authorization will not be processed. To initiate a return and receive the required return (RMA) authorization, please contact Customer Service by email at epscares@schoolspecialty.com or phone at 800-225-5750 x4

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

As a company committed to enhancing customer satisfaction and ensuring seamless transactions, our organization has implemented several special programs aimed at improving customers' ability to access products, ensuring on-time delivery, and implementing innovative strategies. These programs have been designed to streamline processes, enhance efficiency, and provide a superior customer experience.

One such program is the implementation of the NetSuite SuiteCommerce platform, which is scheduled to launch in Q4 2023. This cutting-edge ecommerce platform is built directly on NetSuite's SuiteCommerce platform, allowing for the instantaneous transmission of orders, status updates, and invoicing. By leveraging this tight integration, customers will be able to access products more efficiently and receive real-time updates on their orders. While punchout and EDI transactions will not be initially supported, we are actively exploring their integration into the platform in 2024.

In addition to the SuiteCommerce platform, we offer our customers the convenience of the Versa Pay Payment Portal. Powered by Versa Pay, this portal provides customers with a secure and user-friendly interface to access their invoices, view payment history, and make payments. By utilizing this portal, customers can easily manage their payments, ensuring a seamless and hassle-free experience.

To further enhance our customers' experience and ensure compliance with tax regulations across various jurisdictions, we have implemented the Vertex Invoice IQ platform. This state-of-the-art platform automates tax calculations, generates compliant invoices, and ensures accurate tax reporting for over 60 countries. By integrating with the NetSuite ERP system, the Vertex Invoice IQ platform streamlines the invoicing process and guarantees tax compliance, providing our customers with peace of mind.

These special programs represent our commitment to providing innovative solutions that improve customers' ability to access products, ensure on-time delivery, and streamline processes. By leveraging cutting-edge technology and strategic partnerships, we continue to enhance the overall customer experience and maintain our position as a leader in the industry.

Pricing

Is your pricing methodology guaranteed for the term of the contract?		No	X	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?		No	X	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	No		Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	X	No		Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?

No X Yes

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ **X** Pricing is LESS THAN individual customer and/or cooperatives. Lower by 25.00 %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?

_____ **No** _____ **X** **Yes**

If YES, identify which cooperative and the respective expiration date(s).

Region 19 ESC – Allied States Cooperative – Expires March, 2024

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

AEPA Contract

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

X	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation?

_____ **X** **No** _____ **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Section 9.2(a), Page 8	Section 9.2(a)	Customized Price List	In the case of a customized price list, if the Participating Entity requests items that are already on the Core Item list, the Vendor Partner may include those items on the customized price list, but they will not be subject to the additional discount deeper than what was originally bid on the non-core or catalog discount. These items will be sold at the 25% discount off the List Price AEPA Pricing.
Section 10, Page 9 Part A: Terms & Conditions, Page 29	Section 10 Section V § Public Record	Evaluation As a part of the process of determining responsible respondents, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a	In accordance with our status as a private organization, we understand and respect the category committee's need to assess the financial strength of potential respondents during the review process. However, we assert that any and all information

		<p>third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).</p> <p>Public Record</p> <p>All offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).</p>	<p>submitted by our organization in response to the committee's request shall be considered confidential as trade secrets or confidential commercial and financial information. This information explicitly falls under FOIA Exemption 4, as outlined in the Freedom of Information Act (FOIA), specifically 5 U.S.C. §552 (b)(4).</p> <p>As a private organization, we are committed to safeguarding our proprietary financial information and ensuring its protection from unauthorized disclosure. We maintain that the financial reports requested by the category committee, including balance sheets, Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution, and/or a complete Annual Financial Report (for publicly traded companies), contain sensitive details that could potentially harm our competitive position if disclosed to the public or our competitors.</p> <p>We are more than willing to collaborate with the category committee in assessing our firm's financial strength and providing the necessary information to support their evaluation. However, in order to maintain the confidentiality and protect our trade secrets and confidential commercial and financial information, we request that the category committee treat all submitted financial documents as confidential and exempt from public disclosure under FOIA Exemption 4.</p> <p>We believe that this exception strikes a balance between fulfilling the category committee's requirements and</p>
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			preserving the confidentiality of our financial information.

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
X	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation
7.1.6	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.	EPS Operations does not have third-party agents perform and/or provide any part of the products and services offered herein.
7.1.13	Products that have a money back guarantee will be clearly identified in the catalog and on the website (if applicable).	None of our products have a money back guarantee
7.1.16	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.	Safety Data Sheet (SDS) are not applicable to our product offering.
8.3.1	Library/Media Resources & Automation	We do not offer a product line for this category.
8.1.6.4	Vendor has provided the hosting service model (Cloud, Software as a Service SaaS, Local hosted, etc.) and associated costs for each if any.	This is not applicable to our product offering
8.2.2.3	Science	We do not offer a product line for this category

8.2.2.4	World Languages	We do not offer a product line for this category
8.2.2.5	History/Social Sciences	We do not offer a product line for this category
8.2.2.6	Art	We do not offer a product line for this category
8.2.2.7	Health & Physical Education	We do not offer a product line for this category
8.2.2.8	Career & Technical	We do not offer a product line for this category
8.2.2.13	Music	We do not offer a product line for this category
8.2.2.14	Health/Physical Ed.	We do not offer a product line for this category
8.2.4	Examination, Testing, Assessment feature	We do not offer a product line for this category
8.3 §8.3.1 – 8.3.8	Library/Media Resources & Automation Item Including the following from §8.3.1 – 8.3.8: eBooks, Educational Reference Databases, or Collections, Library Automation Systems, Content Database Repository, Content Management system (Video, Audio, Document), Content Subscription Services (Streaming Video, Audio, digital document formats), Textbook, Library, Asset Management, Ancillary items available (Library Books, Classroom Literature, Workbooks/Consumables, Reference Books, Textbooks preowned or new)	We do not offer a product line for this entire category
8.4.3	Text is offered in multiple Languages	Our text is not offered in multiple Languages
8.5	Online Professional Development & Training Resources	We are unable to offer a discount on our Professional Development services. While we are pleased to extend a 25% discount off our List Price for all products and other services, we must make an exception for Professional Development due to the variable costs associated with it and the fluctuating cost index in different regions. As a result, we are unable to provide a discount for this service.
8.5	Online Professional Development & Training Resources	Professional Development (“Training”) is quoted on a variety of factors including, but not limited to, geographical location of organization, the program training, product training needed and length of training being requested, customized training needs of purchasing agency, number of training consultants we will need to provide based on the number of teachers we are providing services to

		and the implementation timeline requested by the purchasing agency, implementation timeline agreed to in the customized training plan by purchasing agency and EPS, and in-person professional development will be occurring, cost of flight(s), cost of hotel(s) reservation, rental car(s), and additional factors.
8.5.2	Accredited Continuing Education Units (to include but not limited to ASCD, USDA, USDA Child Nutrition, etc.)	We do not offer services in this category
8.5.3	Internet/Cloud hosted online content	We do not offer services in this category
8.5.4	Teacher Certification Services	We do not offer services in this category
8.5.5	Online Tutoring	We do not offer services in this category
9.2(b)	Hot List Pricing	We are not offering Hot List Pricing.
9.2(c)	Volume Price Discounts	We do not offer a Volume Price Discount.

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

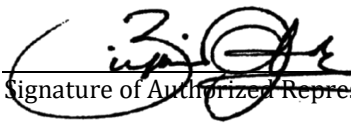
Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	<i>EG</i>
2. Termination for Cause of Convenience	YES	<i>EG</i>
3. Equal Employment Opportunity	YES	<i>EG</i>
4. Davis-Bacon Act	YES	<i>EG</i>
5. Contract Work Hours and Safety Standards Act	YES	<i>EG</i>
6. Right to Inventions Made Under a Contract or Agreement	YES	<i>EG</i>
7. Clean Air Act and Federal Water Pollution Control Act	YES	<i>EG</i>
8. Debarment and Suspension	YES	<i>EG</i>
9. Byrd Anti-Lobbying Amendment	YES	<i>EG</i>
10. Procurement of Recovered Materials	YES	<i>EG</i>
11. Profit as a Separate Element of Price	YES	<i>EG</i>
12. General Compliance with Participating Agencies	YES	<i>EG</i>
13. Governing Law; Forum Selection.	YES	<i>EG</i>

EPS OPERATIONS, LLC

Name of Business



Signature of Authorized Representative

Brent Goodman, Bids & Contracts Manager

Printed Name

09/07/2023

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Brent Goodman

Authorized Representative (Please print or type)

PO Box 3000

Mailing Address

Bids & Contracts Manager

Title (Please print or type)

Nashua, NH 03061-3000

City, State, Zip


Signature of Authorized Representative

09/07/2023

Date



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	EPS OPERATIONS, LLC	Date	09/07/2023
Address	80 Northwest Blvd	City, State Zip	Nashua, NH 03063
Contact Person	Brent Goodman	Title	Bids & Contract Manager
Authorized Signature		Title	Bids & Contract Manager
Email	epsinfo@schoolspecialty.com	Phone	(603) 579-3437

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2025 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	3/1/2024	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
N/A	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
N/A	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies
Tabulation Report IFB #024-C - Digital Resources &
Instructional Materials
Vendor: EEP-EPS HOLDINGS, LLC

General Comments:

General Attachments: Part C – State-Specific Forms – EPS Operations LLC.pdf
Part D – Questionnaire – EPS Operations LLC (Confidential).pdf
Part D – Questionnaire – EPS Operations LLC (Public).pdf
Part E – Signature Forms – EPS Operations LLC.pdf
Part F – Pricing Schedule – EPS Operations LLC.xlsx
Price List and_or Catalog – EPS Operations LLC.xlsx