

General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Lakeshore Learning Materials, LLC ("**Winning Supplier**"), and Equalis Group, LLC ("**Equalis**" or "**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for furniture solutions with related products and services and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services (“**Customer Agreement**”). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing

a. Not-To-Exceed Pricing. All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. Pricing Adjustments. No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term.**”

2.5. Formation of Contract

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

1. General terms and conditions of Master Agreement;
2. Specifications and scope of work, as awarded;
3. Attachments and exhibits to the Master Agreement;
4. The solicitation and all attachments thereto; and
5. The Respondent's proposal and all attachments thereto.

2.6. **Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers

with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any

employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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REQUEST FOR PROPOSALS:

Furniture Solutions with Related Products & Services

RFP #:

COG-2152

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

October 13, 2023

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal.

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15 FEMA Funding Requirements Certification Form**
- Proposal Form 16: Arizona Contractor Requirements**
- Proposal Form 17: New Jersey Requirements**
- Proposal Form 18: General Terms and Conditions Acceptance Form**
- Proposal Form 19: Equalis Group Administration Agreement Declaration**
- Proposal Form 20: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	Lakeshore Learning Materials, LLC	
1.1.2. Corporate Street Address:	2695 E. Dominguez St. Carson, CA 90895	
1.1.3. Website:	www.LakeshoreLearning.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<p>Lakeshore Learning Materials is one of the largest educational materials companies in the world. We opened our doors in 1954 and have built a reputation for providing top-quality, developmentally appropriate, and relevant materials to teachers, children of all ages, and families worldwide.</p> <p>Lakeshore has operated under the business name of "Lakeshore Learning Materials, LLC" for the past two years.</p> <p>Previous name: Lakeshore Equipment Company dba Lakeshore Learning Materials.</p>	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Tyler Domski
	Title:	Vice President of Business Process & Contract
	Phone:	(800) 421-5354 ext. 2783
	E-Mail Address:	tdomski@lakeshorelearning.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Jennifer Doran
	Title:	Director of Bid & Contracts
	Phone:	(800) 421-5354 ext. 2300
	E-Mail Address:	jdoran@lakeshorelearning.com
1.2. Financial Strength & Legal Considerations		

<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, Respondents may mark the information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.</p>	<p>Lakeshore is in sound financial condition and has received an unqualified audit opinion for the latest audit of its financial statements. We have no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity. We are current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.</p> <p>Upon request of the Cooperative Council of Governments, Lakeshore will provide our most recent financials statements.</p> <p>Please see the attached statement from our financial institution.</p>
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Lakeshore has not had any bankruptcy or is insolvent members of our organization in the past three years.</p>
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Lakeshore has not been involved in any litigation within the past three years.</p>
<p>1.3. Industry Qualifications</p>	
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Lakeshore is a direct manufacturer. Lakeshore is a full-service partner who can provide classroom furniture, design services, delivery services, installation services, professional development services, classroom, and instructional materials, and more!</p>
<p>1.3.2. Manufacturer Authorization. If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations. Among the wide range of educational products offered by Lakeshore, there are over a thousand outstanding and innovative items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere other than Lakeshore: AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WF YB.</p>

<p>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	<p>Lakeshore will serve as a single point of contact.</p> <p>Lakeshore certifies that we are the manufacturer of, and are authorized to sell and install, all Lakeshore Learning Materials products and furniture lines.</p>
<p>1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Must reference “Per Bid #COG-2152” on all purchase orders to receive these terms.</p> <p>Lakeshore is able to provide our products and services nationwide due to our two state of the art distribution centers with more than 2 million square feet of warehouse space in (Carson, California & Midway, Kentucky).</p> <p>Lakeshore ships millions of boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the country, and that number is growing.</p> <p>Lakeshore’s retail stores are nationwide, currently in 30 states and we have over 3,500 knowledgeable people around the United States that comprise of our sales force.</p>
<p>1.3.5. <i>Industry Experience.</i> How long has your company provided the products and services outlined in your proposal? What percentage of your company’s revenue in each of the last three (3) full calendar</p>	<p>Lakeshore Learning Materials has been in business over 69 years and have built our reputation by providing high quality, developmentally appropriate and relevant materials to teachers, young children, and students across the United States. We develop and manufacture the vast majority of the items we feature in our catalogs, retail stores and website.</p>

<p>years was generated from these products and services?</p>	<p>100% of Lakeshore’s sales are attributed to the products and services that we provide.</p>
<p>1.3.6. Geographic Reach. Describe your company’s <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Lakeshore is proud to have sales representatives coast to coast! Lakeshore will be able to serve all geographical areas of the United States.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	<p>Lakeshore holds city, county, and state licenses for areas that require them. Lakeshore’s installer holds a Class B License.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold or are authorized to sell through (if contracts are held with a manufacturer) and the annual revenue through those contracts in each of the last three (3) calendar year.</p> <p>NOTE: Please exclude information and data associated with Federal or GSA contracts.</p>	<p>The following are just a few cooperative contracts Lakeshore is a part of:</p> <ul style="list-style-type: none"> • Region 8/TIPS Contract #170302 – Expires: 05/30/2024. • BuyBoard Contract #667-22 – Expires: 03/31/2024. • Sourcewell Contract #040121 – Expires: 04/01/2025. • AEPA Contract #023-D – Expires: 02/28/2024. <p>If awarded, Lakeshore Learning Materials will be more than happy to provide the annual revenue for the cooperative contracts listed.</p>

<p>1.4.2. <i>Education Success.</i> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Ninety-five percent (95%) of Lakeshore's sales in the past year are generated by the educational institutions K-12.</p> <p>Total annual revenue generated in (2022): \$100,000,000.00</p>
<p>1.4.3. <i>Government Success.</i> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Five percent (5%) of Lakeshore's sales in the past year are generated by the local governments.</p> <p>Total annual revenue generated in (2022): \$10,000.00</p>
<p>1.4.4. <i>Customer References.</i> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>Ohio Valley Education Cooperative Scope of Project: Lakeshore Solutions and RD&D groups collaborated to design and outfit 54 Early Head Start & Head Start classrooms with Classic Birch furniture and fixtures, classroom management systems, and specialized learning material kits for ages 0 to 4 years. Project Year: 2022 Contact/Title: Kim Fithian, Head Start Director Phone: (502) 647-3533 Email: kfithian@ovec.org</p> <p>Governor's Office of Early Childhood / Kentucky Department of Education Scope of Project: Based in Frankfort, Kentucky, the governor's office reached out to Lakeshore to provide area-specific custom classroom solutions for the entire state. Lakeshore delivered and installed 2,200 programs statewide—all on schedule, and with a total value of more than \$10 million. Each custom classroom solution was designed to meet the specific needs of its intended program and contained a combination of furniture, carpets, and manipulatives. All 2,200 programs were delivered successfully and on time, with no drop shipments. Project Year: 2020 Contact/Title: Linda Hampton, Executive Director Phone: (859) 248-4818 Email: linda.hampton@ky.gov</p> <p>Todd County Board of Education Scope of Project: We delivered and installed 140 complete classroom environments at six schools/locations (One EC center, two Elementary,</p>

	<p>one Middle, one alternate High School & one High School) making this entire district outfitted with our 21st century Flex-Space Furniture line. Project Year: 2021 Contact/Title: Mark Thomas, Superintendent Phone: (270) 265-2436 Email: mark.thomas@todd.kyschools.us</p> <p>Springfield Public School District 186 Scope of Project: Large furniture purchase in which we are creating multiple room layouts to streamline the delivery desk and chair for every student from Pre-K–12th Grade. Project Year: 2023 Contact/Title: Mike Grossen, Operations Manager Phone: (217) 525-3044 Email: mgrossen@sps186.org</p> <p>Prince George’s County Board of Education Scope of Project: Project Year: 2023 Contact/Title: Andreia Searcy, Early Childhood Supervisor Phone: (240) 724-1924 Email: andreia.searcy@pgcps.org</p>
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2. Products & Services

2.1. Products & Services

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to product or market focus, differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth</p>	<p>Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder, and foster a lifelong love of learning. With materials, furniture and environments for infants, toddlers, and students of all ages, we help children reach developmental milestones and achieve education goals—while still having fun!</p> <p>OUR PHILOSOPHY</p> <p>Lakeshore is an established leader in our industry, and we take great pride in the partnerships we’ve formed around the country. We have a 69-year tradition of developing and manufacturing innovative instructional materials, manipulatives, and classroom furniture. We continue to introduce new and innovative products to the marketplace.</p>
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of your products and service offering.

IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.

Whether it be the newly created Flex-Space Engage furniture line, or one of the many Sole Source products designed in-house, Lakeshore is constantly paying attention to market trends and the purchasing patterns of our customers.

As the needs of the industry are ever changing, our Lakeshore Team continues to learn and evolve to meet and exceed those needs. Lakeshore’s dedicated staff has extensive experience working with school districts, individual schools, elementary programs, early childhood programs (both public and private), and all related government agencies.

OUR APPROACH TO PRODUCT DEVELOPMENT

At Lakeshore, we develop our products based on recognized, evidence-based best practices. Designed to meet grade-level expectations and to support the achievement of key developmental milestones, Lakeshore products are created by expert educators with years of classroom experience. All products are developed with intentionality and designed to focus on and support principles and practices identified in current research; each product is evaluated for its alignment with the available research as well as for its practical functions in the classroom or other learning space.

In addition to independent laboratory testing, Lakeshore products are both teacher-tested and child-tested to ensure appropriateness, durability, and safety. From development to manufacturing, we maintain strict oversight to ensure the quality of our products.

SUPPLY CHAIN STRENGTH

As developer, designer and distributor of its products and furniture, Lakeshore maintains longstanding relationships with a wide range of trusted vendors and manufacturing partners. Working in close collaboration with them, we are able to respond quickly and efficiently to sudden or unexpected changes in supply and demand. Also, many Lakeshore products are dual sourced—providing the flexibility to move items between vendors to ensure customers receive the materials they need when they need them. In addition, our team works with our vendors on every product run to maintain Lakeshore’s exceptionally high standards

of quality and consistency.

Lakeshore closely and continuously monitor all aspects of the supply chain. This executive-level task force confers daily and will remain active as long as needed. Recognizing the pressing needs of our customers, we continue to aggressively process the numerous orders we receive. As the situation remains fluid, any supply chain disruptions that could occur in the future will be communicated to customers as circumstances evolve.

To support customers further, Lakeshore owns and operates two national distribution centers with over 2 million square feet of inventory and distribution space. This allows us to ship customer orders from multiple locations for faster delivery. Our west coast distribution center is located at company headquarters in Carson, California (close to the Ports of Los Angeles and Long Beach), while our eastern distribution center is located in Midway, Kentucky.

PRODUCT WARRANTY

We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.

- Lifetime warranty on premium-quality classroom furniture, tables and desks, chairs, and cots
- 10-year warranty on Classroom Carpets
- 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs
- All other items receive a full-year warranty (unless otherwise noted)

CLASSROOM & SCHOOL DESIGN PLANNING

We have extensive experience partnering with site and design advisory teams on large projects. Upon award, our team can meet with advisory boards to visit classrooms, libraries, media centers or other sites to measure, develop and deliver complimentary 3-D classroom layouts. These “scaled” 3-D renderings are available at no additional cost—and feature all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each environment.

All classroom and school design services are supported by traditional furniture for preschool to kindergarten and flexible furniture options for preschool to high school settings. All Lakeshore furniture is developed in-house by educators and design engineers who ensure that all units are manufactured for ultimate strength and durability. In addition, our in-house team of mechanical/process engineers assist with the selection of raw materials, ensuring the highest quality and appropriateness for all furniture.

PROFESSIONAL DEVELOPMENT

Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As educators themselves, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs.

Professional Development can be tailored for a variety of audiences, including teachers, administrators, and parents. Choose from in-person events, live, or recorded virtual sessions, or a combination of both.

CUSTOM WEBSITES: ePROCUREMENT SERVICES

Lakeshore eProcurement Services helps schools and institutions cut administrative costs, streamline processes and put the entire purchasing cycle at their fingertips.

With over 20,000 enrolled customers, from metropolitan and rural school districts to local early learning programs, custom ePro websites are designed to meet the needs of any organization.

ORDER PROCEDURE

When Lakeshore receives a purchase order from a Purchasing Cooperative Member, your dedicated Lakeshore Sales Support Specialist, Christy Kissner,

will contact CCOG to coordinate the logistics of the delivery, such as:

- Delivery dates and locations
- Unloading restrictions
- Stairs/elevator restrictions
- Setup requirements

For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, Kentucky, and Carson, California) until Cooperative Council of Government members provides confirmation to release orders and schedule deliveries.

DELIVERY OF GOODS

Lakeshore ships millions of boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the country, and that number is growing.

Lakeshore is flexible and can alter delivery and installation schedules if CCOG's schedule changes.

INSTALLATION PROCEDURE

On delivery day, we take care of everything—with White-Glove Delivery and Installation service*! This service includes:

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready-to-move-in condition

*Complimentary for orders of \$20,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply.

	<p>A Lakeshore representative will be available for any product demonstrations or training that are needed by Cooperative Council of Government members. Trainings can be provided in person, by phone (Skype, Zoom, etc.), or via the Internet.</p>
<p>2.1.2. Value-Add or Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Below are just a few benefits of working with a Direct Manufacturer:</p> <ul style="list-style-type: none"> - Sole Custody of Supply-Chain. - No restrictions to sales, territories or dealer authorizations. - Ironclad warranty - Best Pricing Available. - Complimentary FREE storage on all orders. - No drop shipping, all orders arrive 100% complete! - Custom Cartoning & Labeling on all orders. - Fill rate for 2023 (99.1%). - Sole-Source Items. - 24/7 Customer Service. - GREENGUARD GOLD Certification.
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>N/A – Lakeshore is a direct manufacturer, and we only provide Lakeshore products.</p>
<p>2.1.4. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.</p> <ul style="list-style-type: none"> • Lifetime warranty on premium-quality classroom furniture, tables, and desk, chairs, and cots. • 10-year warranty on classroom carpets. • 5-year warranty on write and wipe mobile tables & desk, outdoor furniture, trikes, and cribs. • All other items receive a full-year warranty (unless otherwise noted). <p>Lakeshore has attached our Warranty Flyer in the Supplemental Response box on Bonfire.</p>

3. Business Operations

3.1. Logistics

3.1.1. Store & Showroom Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products & services in Respondent's defined geographic reach.

Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.

SHOW ROOM

Lakeshore Learning Materials has a showroom that is in Carson, California. Cooperative Council of Government members may contact our Events team to set up private meeting/tours.

UTAH DISTRIBUTION CENTER COMING SOON!

We're excited to announce our plans to build a brand-new 1.2 million square-foot distribution center in green-field Garland, Utah! Our Garland, Utah distribution center will be in close proximity to the district, resulting in faster order fulfillment for our Utah customers. The facility is expected to be fully operational in January 2025 and will feature state of the art automation and robotics!

RETAIL STORE NETWORK

Lakeshore has over 60 retail stores and counting! Customers can take advantage of our retail stores. Simply provide the Bid #COG-2152 at the register to receive contract pricing. Lakeshore is also willing to make any retail store space available to Cooperative Council of Government Purchasing Members for special events!

PRODUCT AVAILABILITY AND DELIVERY CAPABILITY

As a company, Lakeshore is proud to have a 99% fill rate. We work very hard to keep all of our items stocked in our warehouse and available for immediate delivery. From the day we receive your order, you will receive your materials in 7-21 business days guaranteed.

EXPEDITED SHIPPING

Standard delivery time in 7-21 business days ARO. For expedited shipping, next day air charges are 30% of the total merchandise cost for all orders, with a \$24.99 minimum. Orders arrive in 1-2 business days. Next Day Air is not available for Alaska, Hawaii, P.O. Boxes and APO/FPO addresses, please allow 4-6 weeks.

3.2. Customer Service	
<p>3.2.1. <i>Customer Service Department.</i> Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>CUSTOMER SERVICE</p> <p>We can’t say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.</p> <p>Customer Service Center: Lakeshore Learning Materials – Customer Service Department Address: 2695 E. Dominguez Street., CA 90895 Phone: (800) 428-4414 Fax: (310) 537-4261 Email: lakeshore@lakeshorelearning.com Hours of Operation: Monday-Friday, 6:00 am-6:00 p.m</p> <p>Lakeshore currently employes:</p> <ul style="list-style-type: none"> • 56 Customer Service Representatives, • 2 Customer Service Managers. • 1 Director of Customer Service. <p>All customer service representatives are employed by Lakeshore Learning Materials.</p>
3.3. Customer Set Up; Order & Invoice Processing; Payment	
<p>3.3.1. <i>Proposal Development, Order, and Invoice Process.</i> Describe your company’s proposal development, order, and invoice process.</p>	<p>ORDER PROCESS</p> <p>Members can purchase online by using a purchase order, or credit card at no additional cost. For further customization, please contact our customer service team at (855) 827-5830. You can also pay with PayPal, Apple Pay or any of the following major credit cards: Visa, MasterCard, American Express and Discover. If you have an existing account with Lakeshore, you can order on account from our website. Simply select the “Pay on Account” option on the payment section of the order process. If you are a domestic school or institution interested in opening an account, you will need to fill out our credit application on our website. You can submit your credit application with your order, but the order will be held pending approval of the application. If you want your items right away, prepay with PayPal or a credit card and use your account for future orders.</p>

<p>3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>N/A – Lakeshore does not offer financing options.</p>
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3.4. Sustainability, Reclamation, and Recycling Initiatives

<p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>SUSTAINABILITY / GREEN PROGRAM</p> <p>Lakeshore Learning Materials recognizes the importance of achieving sustainability in our businesses and our schools. That’s why we have taken big steps to explore how our company and employees can effectively contribute to reducing our carbon footprint.</p> <p>Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Gold Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.</p> <p>Thanks to our investment in renewable energy, one of our warehouses has been powered by solar energy! Our solar panels occupy roughly 80,000 square-feet or about 1.5 football fields!</p> <p>Lakeshore’s top-quality products are designed to last year after year—promoting sustainability in the classroom and reducing waste. From our ruggedly built furniture that is guaranteed to last to our many reusable classroom activities, the majority of our products are non-consumable and will stand up to years of use.</p> <p>As a company, we work to encourage recycling, reduce waste, and save energy. At our headquarters—as well as in all of our stores nationwide—we recycle our materials and supplies wherever possible. We have also lowered electricity use by installing motion sensors on our lights and using energy-saving settings on our computers.</p> <p>To reduce paper waste, we promote the use of our website and e-commerce with all of our customers, creating an environment where a paper trail can be substituted with a digital trail. We have also</p>
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	<p>purchased Forest Stewardship Council Certified Paper, and we're working toward printing all of our catalogs on FSC paper.</p> <p>When you invest in Lakeshore products, you are investing in materials that are classroom-tough and non-disposable. Achieving complete sustainability is a process, and Lakeshore continues to work to create a greener environment for our employees, our customers, and those we touch around the world.</p>
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4. PRICING

4.1. Cost Proposal

<p>4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	
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<p>4.1.2. <i>Auditable.</i> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	 <p>Public sector agencies will be able to visit our public website www.LakeshoreLearning.com to verify and confirm current list pricing. Pricing they will receive when using this contract will be reduced by 5% off list price.</p>
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<p>4.1.3. <i>Cost Proposal Value.</i> Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
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N/A

<p>4.1.4. <i>Additional Savings.</i> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Lakeshore strives to offer the best possible pricing, which we pass along to our customers each day. You can rest assured – if Cooperative Council of Government members orders with Lakeshore, regardless of the volume, you will be receiving the highest quality products, featuring the best pricing available.</p>
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<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Free shipping on orders over \$500.00 shipping to one location in the contiguous United States. For orders under \$500.00, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99.</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5.4 – Other Pricing Scenarios.</p>	<p>N/A</p>
<p>4.1.7. Total Cost of Acquisition. Identify any components included in the total cost of acquisition that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>Complete Classrooms® design, delivery, and white-glove installation service complimentary on orders of \$20,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised setup in a classroom, a library, a media center or other learning space • Custom labeling and boxing of orders by designated information, such as by classroom or teacher. • Supervised verification that all rooms are in ready-to-move-in condition. <p>CUSTOMIZED LEARNING SOLUTIONS</p> <p>At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Target areas of customization include family engagement, special education, elementary education strategies and curricula, early childhood education strategies and curricula, and more. Pricing for our customized learning solutions depends on the materials and supplies needed.</p>

PROFESSIONAL DEVELOPMENT SERVICES

Lakeshore's passion for supporting educators does not end with the products we make. Our Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators.

Professional Development Rates / Price Sheet

At Lakeshore, we believe that live, hands-on learning opportunities provide the best results for optimal, long-term learning for all participants. Please see our training options below:

- Keynote presentations (district wide, school based or defined group)
- Face to face workshops (at the district or school level, open or closed groups),
- Live and recorded webinars (open or closed groups)

Session & Rates

Professional Development Workshop, Training, Environment Walk-thru, and Product Demonstration

- Half-day, up to 3 consecutive hours – Rate \$3,500
- Full-day, 3-6 hours – Rate \$4,500
- Virtual Training (90-minute webinar session) – Rate \$1,750
- Virtual Training (60-minute webinar session) – Rate \$1,250

Price Sheet for Professional Development Services is good through the initial contract term and is subject to change on an annual basis.

5. GO-TO-MARKET STRATEGY

5.1. Respondent Organizational Structure & Staffing of Relationship

5.1.1. **Key Contacts.** Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager

- **Executive Contact:**
Tyler Domski, VP of Business Process & Contracts
Phone: (800) 421-5354 ext. 2783
Email: tdomski@lakeshorelearning.com

<p>3. Sales Leader 4. Reporting Contact 5. Marketing Contact.</p> <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<ul style="list-style-type: none"> • Contract Manager: Jennifer Doran, Director of Bid & Contracts Phone: (800) 421-5354 ext. 2300 Email: jdoran@lakeshorelearning.com • Sales Leader: Patrick Ryan, Regional Vice President Phone: (502) 780-2415 Email: pryan@lakeshorelearning.com • Reporting Contact: Kelly Brim, Contract Reporting Specialist Phone: (800) 421-5354 ext. 2597 Email: bidreporting@lakeshorelearning.com • Marketing Contact: Brittany Balandis, Director of Marketing Phone: (800) 421-5354 Email: bbalandis@lakeshorelearning.com <p>If Lakeshore Learning Materials is awarded this contract, we would be more than happy to share the resumes of the following key contacts.</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Jarret Klein oversees the entire sales organization field and has so for the 15 years. He is responsible for managing Lakeshore’s business development efforts throughout the United States.</p> <p><u>Jarrett Klein, Chief Commerce Officer</u> Phone: (800) 421-5354 ext. 2008 E-mail: jklein@lakeshorelearning.com</p> <p>Jarrett Klein oversees the structure below.</p> <p>Sales/field support <u>Sales Staff</u> Corporate Headquarters:</p> <ul style="list-style-type: none"> • Executive Vice President • President of Sales • President of Educational Division • Senior Vice President of Sales • Vice President of Retail Division • Vice President of Sales Operations • Vice President of Solutions

	<ul style="list-style-type: none"> • Vice President of Sales • Vice President of Elementary • Vice President of Business Development • Senior Vice President of Marketing • Sales Assistant Manager • Professional Services Group Manager • Inside Sales Partners • Inside Sales Representatives • Sales Administrative Assistants • Person Events Team • Custom Solutions Coordinators <p>Throughout the United States:</p> <ul style="list-style-type: none"> • Vice President of Military Sales • Regional Vice Presidents (West Coast, Central, Texas/New Mexico, Midwest, Mid-Atlantic, Northeast, Southeast) • Texas Regional Elementary Managers • Regional Managers • 2 Representatives • Professional Development Specialists
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5.2. Contract Implementation Strategy & Expectations

<p>5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?</p>	<p>Upon award, your dedicated Lakeshore representative Tyler Domski will reach out to confirm all post-award requirements and provide a timeframe for delivery of goods. All internal teams and personnel assigned to the account will be briefed on contractual requirements. Customers will be transitioned on a case-by-case basis.</p> <p>If your order includes furniture or other goods needing installation, Lakeshore offers installation services, as outlined below.</p>
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ORDER PROCEDURE

Cooperative Council of Government members participating entities can order by credit card or purchase order. (In order to meet the project delivery schedule, Lakeshore requires purchase orders within 10 business days before scheduled delivery dates.)

When Lakeshore receives an order from Cooperative Council of Government (CCOG) participating entity, your dedicated Lakeshore Sales Support Specialist Christy Kissner will contact the member to coordinate the logistics of the delivery, such as:

- Delivery dates and locations
- Unloading restrictions
- Stairs/elevator restrictions
- Setup requirements

Once delivery details are confirmed, Christy will process the order and work with our Traffic Department to arrange delivery dates according to your schedule.

For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, KY and Carson, CA), until the Cooperative Council of Government (CCOG) participating entity provides confirmation to release orders and schedule deliveries.

Sales Support Specialist Name: Christy Kissner
Address: 2695 E. Dominguez Street, Carson, CA 90895

Phone: (800) 421-5354 ext. 2567

Fax: (310) 537-7990

E-Mail: ckissner@lakeshorelearning.com

DELIVERY OF GOODS

Lakeshore typically ships over a million boxes via FedEx each year, with four to eight FedEx semi-truckloads leaving our warehouses every day. We contract with five trucking companies that deliver 45,000 truckloads of materials each year to different regions across the country, and that number is growing.

	<p>Delivery Time is 7-21 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to APO/FPO addresses take 4-6 weeks. Shipments to U.S. territories take 3-6 weeks. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Freight charges will apply to orders shipping outside of the contiguous United States.</p> <p>Lakeshore is flexible and can alter delivery and installation schedules if the Cooperative Council of Government (CCOG) participating entity's schedule changes.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>If awarded, Lakeshore will provide the newly awarded contract information to our sales force and provide any training if necessary. Trainings will be in one of the following forms:</p> <ul style="list-style-type: none"> • Webinar • Conference Call • In-Person training at our corporate headquarters <p>These trainings will cover the Cooperative Council of Government (CCOG) Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through the Cooperative Council of Government (CCOG) Cooperative, knowledge of benefits of the use of cooperative contracts, the customized Lakeshore eProcurement website, the Lakeshore landing page on the Cooperative Council of Government (CCOG) site and any Cooperative Council of Government (CCOG) marketing pieces.</p> <p>NEW NATIONAL PROGRAM</p> <p>Lakeshore is always striving to grow national programs. We are willing to pursue leads provided by the Cooperative Council of Government (CCOG) Cooperative to expand and grow our sales program nationwide. Should any non-current customers be interested in purchasing using the CCOG Master Agreement, we would be very interested to learn of</p>

	these opportunities. Our sales team will diligently pursue any opportunities provided by CCOG Cooperative.
<p>5.2.3. <i>Sales Objectives.</i> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>\$ <u>100K</u> in year one \$ <u>150K</u> in year two \$ <u>200K</u> in year three \$ <u>250K</u> in year four \$ <u>300K</u> in year five</p> <p>We cannot guarantee contract sales in years 1 through 5, we will be responsible for any administration fees based on a greater of the actual Contract Sales and the Guaranteed Contract Sales.</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Administration Fee & Reporting</p>	
<p>6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your organization's proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p>6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and</p>	<p>Lakeshore understands and agrees to the sales & administrative fee reporting requirement.</p>

<p>associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Lakeshore has the capability to report and track all products and services sold to the Cooperative Council of Governments members. We have an in-house IT team of over 40 people that can design, program, and implement reporting tools and analysis for your program to your specifications.</p> <p>Lakeshore does not charge any fees associated with our reports. Lakeshore does not charge any fees associated with our reports.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>We would be happy to set up any automated reports that you may need. Members must reference "Per RFP #COG-2152" on all purchase orders.</p> <p>Designated to this contract for reporting is Kelly Brim, Reporting Specialist. She can reached at the following:</p> <p>Kelly Brim, Contract Reporting Specialist Phone: (800) 421-5354 ext. 2597</p> <p>Email: bidreporting@lakeshorelearning.com</p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: N/A

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: N/A

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: N/A

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: N/A

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: N/A

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: N/A

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response and was not already included with the requested information above.

Lakeshore holds city, county, and state licenses for areas that require them.

Per your request, we have included licenses for California & Ohio.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Lakeshore has no formal claims to report.

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Lakeshore has no governmental investigations to report.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

Yes

No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: N/A

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Luke Creamer, hereby certify and affirm that Lakeshore Learning Materials, LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Luke Creamer, hereby certify and affirm that Lakeshore Learning Materials, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, , hereby certify and affirm that , is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, , hereby certify and affirm that either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, , hereby affirm that this proposal accurately represents the capabilities and qualifications of , and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature:  FFD BCGH

Printed Name: Luke Creamer

Company Name: Lakeshore Learning Materials, LLC

Mailing Address: 2695 E. Dominguez St. Carson, CA 90895

Email Address: biddept@lakeshorelearning.com

Job Title: Bid Analyst

PROPOSAL FORM 10: DEBARMENT NOTICE

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

Respondents Name: Luke Creamer
Mailing Address: 2695 E. Dominguez St.
Carson, CA 90895
Signature  FFBI DECH
Title of Signatory: Bid Analyst

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: 
Date: 11/2/2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

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

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

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

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

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

2. Fingerprint & Criminal Background Checks

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

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

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

Signature: 
Date: 11/02/2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree?  , 11/2/2023
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating 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 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree?



(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if

participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? 
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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. Supplier Partner 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 Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? 
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner 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. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree? 
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? 
(Initials of Authorized Representative)

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

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? 
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? 
(Initials of Authorized Representative)

8. **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? 
(Initials of Authorized Representative)

9. **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? 
(Initials of Authorized Representative)

10. **Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner 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 maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree? 

(Initials of Authorized Representative)

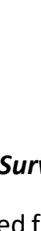
11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Respondent agree? 
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? 
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? 
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may

apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? ZC
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Respondent agree? ZC
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: ZC LUKE CREAMER

Printed Name: Luke Creamer
Company Name: Lakeshore Learning Materials, LLC
Mailing Address: 2695 E. Dominguez St. Carson, CA 90895
Job Title: Bid Analyst

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

When a participating 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 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Bidder should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

16. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? 
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? 
(Initials of Authorized Representative)

17. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? 
(Initials of Authorized Representative)

18. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? 
(Initials of Authorized Representative)

19. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? 
(Initials of Authorized Representative)

20. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? 
(Initials of Authorized Representative)

21. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? 
(Initials of Authorized Representative)

22. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? 
(Initials of Authorized Representative)

23. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? 
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: 
LUKE CREAMER

Printed Name: Luke Creamer
Company Name: Lakeshore Learning Materials, LLC
Mailing Address: 2695 E. Dominguez St. Carson, CA 90895
Job Title: Bid Analyst

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Does Respondent agree?

(Initials of Authorized Representative)

Date: 11/15/2023

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

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

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

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

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

Company Name: Lakeshore Learning Materials, LLC
Street: 2695 E. Dominguez Street
City, State, Zip Code: Carson, CA 90895

Complete as appropriate:

I, [Click or tap here to enter text.](#), certify that I am the sole owner of [Click or tap here to enter text.](#), that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

OR:

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

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

Name	Address	Interest
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Lakeshore Learning Holdings, Inc.	2695 E. Dominguez St. Carson, CA 90895	10%
Green Carle Holdings, LLC	111111 Santa Monica Blvd., Suite 2000. Los Angeles, CA 90025	10%

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

Signature: 
Date: 11/2/2023

B. Non-Collusion Affidavit

Respondent Name: Lakeshore Learning Materials, LLC

Street Address: 2695 E. Dominguez Street

City, State Zip: Carson, CA 90895

State of New Jersey

County of Los Angeles

I, Luke Creamer of the city of Carson in the County of Los Angeles, State of California of full age, being duly sworn according to law on my oath depose and say that:

I am the Bid Analyst of the firm of Lakeshore Learning Materials, LLC the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Authorized signature: 

Job Title: Bid Analyst

Subscribed and sworn before me

this 2nd day of November, 2023

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on
this 3rd day of November, 2023, by
Date Month Year

(1) Luke Creamer

(and (2) /),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature Mary E. Stevens
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Lakeshore Learning Materials, LLC
Street Address: 2695 E. Dominguez St.
City, State, Zip Code: Carson, CA 90895

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

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

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: 
Title of Signatory: Bid Analyst
Date: 11/2/2023

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment,

without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

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

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



~~EAFFBI~~ DECH

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [[N.J.S.A. 19:44A-20.26\(b\)](#)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ [N.J.S.A. 19:44A-3\(s\)](#): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 ([C.19:44A-10.1](#)) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To [N.J.S.A. 19:44A-20.26](#)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Michael Kaplan	Name: Charles Kaplan
Home Address: 2695 E. Dominguez St. Carson, CA 90895	Home Address: 2695 E. Dominguez St. Carson, CA 90895

Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this <u>2nd</u> day of <u>November, 2023.</u> (Notary Public) My Commission expires:	 _____ (Affiant) Luke Creamer, Bid Analyst (Print name & title of affiant) (Corporate Seal)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on
this 3rd day of November, 2023, by
Date Month Year

(1) Luke Creamer

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Mary E. Stevens
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response.

Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

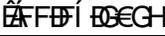
- Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

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

Company Name Lakeshore Learning Materials, LLC
Address 2695 E. Dominguez St.
City/State/Zip Carson, CA 90895
Phone Number (800) 421-5354
Email Address biddept@lakeshorelearning.com
Printed Name Luke Creamer
Job Title Bid Analyst

Authorized Signature  

Initial Term of the Master Agreement

Contract Effective Date: January 1, 2024
Contract Expiration Date: December 31, 2027
Contract Number: COG-2152L

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Franklyn A. Corlett (Jan 19, 2024 08:49 EST)
Name: Franklyn A. Corlett
As: CCOG Board President
Date: Jan 19, 2024

By: 
Eric Merkle (Jan 18, 2024 17:39 CST)
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: Jan 18, 2024

Agreement - Lakeshore Learning & CCOG (Master) - 2024.01.01

Final Audit Report

2024-01-19

Created:	2024-01-18
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA944b-gl-ebJ27_yizdKI5Xu-MBX9BPcL

"Agreement - Lakeshore Learning & CCOG (Master) - 2024.01.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2024-01-18 - 11:34:03 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
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Signature Date: 2024-01-18 - 11:39:20 PM GMT - Time Source: server- IP address: 47.185.170.97
-  Document emailed to fcorlett@solonohio.org for signature
2024-01-18 - 11:39:23 PM GMT
-  Email viewed by fcorlett@solonohio.org
2024-01-19 - 1:48:17 PM GMT- IP address: 64.85.173.2
-  Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett
2024-01-19 - 1:49:15 PM GMT- IP address: 64.85.173.2
-  Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)
Signature Date: 2024-01-19 - 1:49:17 PM GMT - Time Source: server- IP address: 64.85.173.2
-  Agreement completed.
2024-01-19 - 1:49:17 PM GMT