

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**"), Kaplan Early Learning Company ("**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. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Kaplan Early Learning Company	
1.1.2. Corporate Street Address:	1310 Lewisville-Clemmons Rd, Lewisville, NC 27023	
1.1.3. Website:	www.kaplanco.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.	1969 7-1-69 to 7-15-96 – Kaplan School Supply 7-16-96to 1-30-02 – Kaplan Companies 1-31-02 to Present – Kaplan Early Learning Company	
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:	Elizabeth Patterson
	Title:	Associate Director of Bids/Contracts
	Phone:	800-334-2014
	E-Mail Address:	bids@kaplanco.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:	Elizabeth Patterson
	Title:	Associate Director of Bids/Contracts
	Phone:	800-334-2014
	E-Mail Address:	bids@kaplanco.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 refence 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</p>	See enclosed Confidential Financials
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will be redacted from any future use of the RFP response.	
1.2.2. <i>Bankruptcy & Insolvency.</i> 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.	Kaplan Early Learning Company has never filed bankruptcy nor been insolvent.
1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	Kaplan Early Learning Company does not have any past or present litigations.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Manufacturer of Kaplan exclusive furniture products Distributor
1.3.2. <i>Manufacturer Authorization.</i> 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.	Kaplan Early Learning Company is the manufacturer for our exclusive furniture items and an authorized distributor for all other furniture items in our product line.
<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>	Kaplan Early Learning Company will serve as the single point of sale for this contract. Our “My Kaplan” online portal will allow members to place orders with Kaplan and view the contracted pricing on the “My Kaplan” portal. See enclosed “My Kaplan” information sheet.
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?	Orders placed by members of Equalis Group via web, email, phone, fax or mail will be processed through our Customer Profile Management Department; customer account information is looked up to ensure the order is billed and shipped correctly. Order is then processed by our Order Placement Department then items picked and shipped by our Warehouse staff. Orders are invoice as we ship so an invoice is generated and mailed to the billing address provided at time of order.

<p>1.3.5. Industry Experience. 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 years was generated from these products and services?</p>	<p>54 years</p> <p>2020 – 6.4%</p> <p>2021 – 36%</p> <p>2022 – 28.9%</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>Kaplan Early Learning Company is authorized to sell nationwide to all 50 states in 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 Proposal Form 5 - Certifications and Licenses.</p>	<p>N/A</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>ESC 16-TXBUY – 2021 \$151K+; 2022 \$149K+; 2023 \$179K+</p> <p>OMNIA – 2021 \$720K+; 2022 \$794K+; 2023 \$653K+</p> <p>Region 20 ESC-PACE – 2021 \$151K+; 2022 \$149K+; 2023 \$179K+</p> <p>BuyBoard – 2021 \$1.7M+; 2022 \$2.8M+, \$2.5M+</p> <p>TIPS – 2021 \$918K+; 2022 \$300K+; 2023 \$407K+</p> <p>1GPA – 2021 \$93K+; 2022 \$298K+; 2023 \$258K+</p>
<p>1.4.2. Education Success. 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>i) \$195,000,000+</p> <p>ii) 27.5%</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your</p>	<p>i) \$10,000,000+</p> <p>ii) 5.6%</p>

<p>company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	
<p>1.4.4. Customer References. 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. 	<ol style="list-style-type: none"> 1. Detroit Public Schools Community District David Wilkins/Early childhood 313-347-8835 David.wilkins@detroitk12.org Provider of early childhood educational materials and furnishings for 25+ years 2. Wayne Metropolitan Community Action Agency Lisa Abdellaoui/Education Manger 313-203-1640 labdellaoui@waynemetro.org Provider of early childhood educational materials and furnishings for 24+ years 3. Lancaster/Lebanon IU 13 Head Start Susan Fisher/Director 717-274-0778 sfisher@iu13.org Provider of early childhood educational materials and furnishings for 28+ years 4. El Valor Early Childhood Program Laticia Ramirez/Senior Program Director 312-492-1753 Leticia.Ramirez@elvalor.net Provider of early childhood educational materials and furnishings for 32+ years 5. Chester County IU Head Start Tamara Acuna/Director 484-237-5000 tacuna@cciu.org Provider of early childhood educational materials and furnishings for 30+ years

2. Products & Services

2.1. Products & Services

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.

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

Kaplan Early Learning Company is a provider of early childhood educational materials and furnishings for ages birth through Grade 5. Kaplan can offer turnkey capabilities and installation or set-up for larger furniture projects, see enclosed "K-Truck/Delivery Assistance" policy information.

<p>services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p>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.</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>Kaplan Online Floor Planner: Make your classroom vision into a reality with our free online floor planning tool. Enter the dimensions of your space and then simply drag and drop your favorite Kaplan products into your virtual classroom. You can rearrange your virtual classroom until you’re satisfied with the design, view it in 3-D and estimate the cost.</p> <p>Customize Classroom Lists & Correlation List: Selecting appropriate materials has never been simpler! Our customized classroom lists & curriculum correlations, researched and developed by our education experts, suggest materials aligned to specific standards, benchmarks, and objectives.</p>
<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</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 Attachment B – Cost Proposal.</p>	<p>See enclosed “Warranty, Quality and Return Policies” statement for our warranty information.</p>
<p>3. Business Operations</p>	
<p>3.1. Logistics</p>	
<p>3.1.1. Store & Showroom Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to</p>	<p>Kaplan Early Learning Company is located at 1310 Lewisville-Clemmons Road in Lewisville, North Carolina. The site includes 2 office buildings, a 160,000 square foot warehouse, a 204,000 square foot distribution center, and a catalog showroom. There</p>

<p>distribute the products & services in Respondent's defined geographic reach.</p> <p>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.</p>	<p>have been several additions to the original site including 60,000 square feet added to the warehouse in 1991, a four-story addition in 1993 for more office, warehouse, and training space, and a distribution center in 1995.</p> <p>Kaplan Early Learning Company is currently in the process of adding a 50,000 square foot expansion to our warehouse. The project is under construction with plans to be operational by winter 2023. We are excited to have this additional space to ensure our inventory can meet the demands of our customer now and well into the future.</p>
<p>3.2. Customer Service</p>	
<p>3.2.1. Customer Service Department. 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>Kaplan Early Learning Company's Customer Account Support Team is open Monday-Friday 8 am to 8 pm EST and owned by Kaplan. The department is located at the main office in Lewisville, NC and manned by 18 customer service professionals averaging 15 years' experience with Kaplan. Because Kaplan has an integrated PeopleSoft system, one toll-free phone call to Customer Account Support is all that is required to solve billing issues, tracking orders, checking on backorders, etc.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.</p>	<p>PROPOSAL DEVELOPMENT – Kaplan will start with a typical marketing plan that includes alignment of both our digital and print efforts for a joint rollout within the first 30 days of planning. Announcement of award through any applicable social media sites – We have over 10,000 followers throughout out Kaplan Early Learning Company social media channels, including Facebook, Twitter, Pinterest, LinkedIn, Google+ and Instagram.</p> <ul style="list-style-type: none"> • Direct mail campaigns – We have in-house marketing project management and in-house graphic designers to facilitate these campaigns in a timely manner. • Co-branded materials – We are accustomed to co-branded materials to targeted audiences • Advertisement – We have standing advertisement agreements with a wide range of regional and national publications. • Participation in Trade Shows – Our sales force attends hundreds of trade shows annually. • We have an in-house digital graphic designer to execute specific landing pages around these types of opportunities. A link to CCOG website can be published on both printed and digital marketing pieces • Summary of contract and services offered – This summary can be published on both printed and digital marketing pieces

	<p>Orders are received in our Customer Profile Management Department and customer account information is looked up to ensure the order is billed and shipped to the correct address. Then the order is processed by our Order Placement Department and items are entered into the system. The items are then picked by our Warehouse staff, boxed for shipment and orders are then shipped to the shipping address provided at time of order. Orders are invoiced as we ship so an invoice is generated and mailed to the billing address provided at time of order. Orders are then complete and closed.</p>
<p>3.3.2. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Commercial institutions and other organizations are eligible for establishing charge accounts with Kaplan. Processing and authorization of commercial credit applications takes approximately 10 business days. Terms for all charge accounts are net 30 days. Late payments will result in a 1.5% per month finance charge. To extend your equipment financing options, we have partnered with First Citizens Bank, a third-party finance/lease provider.</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Kaplan Early Learning Company and our affiliated subsidiaries strive as an integral corporate business objective to support health and safety and environmental conservation in existing operations.</p> <ul style="list-style-type: none"> • We participate in recycling efforts with our packaging and corrugated goods 35% - 45% post-consumer material. We promote the value and critical importance of minimizing the packaging used with our products and in our office environment. We have made major significant capital investments in a packaging distribution system that effectively generates state-of-the-art shipment consolidations to minimize packaging requirements. • We conduct continued internal audits to evaluate manufacturing and shipment practices. We have a deep desire to ensure natural resources for wood manufacturing are conserved to promote a wildlife habitat. We are good stewards of natural resources evaluating and monitoring practices. • Our organization makes every effort to understand and comply with environmental regulations. We work in close partnership with associated suppliers and vendors to ensure safety standards are adopted throughout our processes and for our people. We work in close partnership with associated suppliers and vendors to demonstrate environmental ethics. • We use materials and energy efficiently to conserve natural resources. This would include recycled pallets for all storage and outbound shipments and actively participate in packaging recycling programs. We monitor energy consumption through facility thermostat control.

	<ul style="list-style-type: none"> • The health and safety of our employees is a critical and central priority in every facility. Our policy is to ensure we offer a safe work environment and to comply with all local, national and international regulations. Employees are educated for the prevention of job-related injuries, property damage and environmental accidents through training programs. Our joint safety performance is a measure of our success. • We minimize the creation of scrap material and focus on the opportunity to recycle waste. No hazardous solids or gases are omitted. • Corporate purchasing includes environmental criteria to support, promote and maintain environmentally responsible practices.
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4. PRICING

4.1. Cost Proposal

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>Discounted pricing is applied to our current list pricing in effect at time of order; web pricing prevails over catalog pricing, some exclusions apply. www.kaplanco.com</p>
<p>4.1.2. Auditable. 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>Kaplan’s current list pricing can be found on our website – www.kaplanco.com Kaplan has the capability to provide a detailed report that shows what was ordered, who ordered, when ordered, list pricing, discount pricing and more.</p>
<p>4.1.3. Cost Proposal Value. 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> <p>Click or tap here to enter text.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>N/A</p>
<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</p>	<p>Free standard UPS shipping applied to orders of \$300 or more per shipping location in the contiguous United States. Free freight excludes truck items, Next Day Air, 2nd Day air, K-Truck</p>

<p>associated with freight, shipping, and delivery are calculated.</p>	<p>delivery services and orders shipping to Alaska and Hawaii. Orders under \$300 will be charged 15% of order value or \$6.75, whichever is greater, for freight costs; truck items will be charged 15% of order value or \$62.50, whichever is greater, for freight costs. Orders shipping to AK and HI will be charged 25% of order value or \$6.75, whichever is greater, for freight costs.</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>Discount is applied to current list pricing from our website: www.kaplanco.com</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>See enclosed "K-Truck Delivery and Delivery Assistance" policy for pricing on installation and set-up.</p>
<p>5. <u>GO-TO-MARKET STRATEGY</u></p>	
<p>5.1. Respondent Organizational Structure & Staffing of Relationship</p>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>1) Executive Contact: David Bumgarner 800-334-2014 Ext. 3235 dbumgarner@kaplanco.com</p> <p>2) Contract Manager: Elizabeth Patterson 800-334-2014 Ext. 6208 epatterson@kaplanco.com</p> <p>3) Sales Leader: Sharon Watson 800-334-2014 Ext. 5480 swatson@kaplanco.com</p> <p>4) Reporting Contact: Bennette Roberson 800-334-2014 Ext. 6224 broberson@kaplanco.com</p> <p>5) Marketing Contact: Anna Wilmoth 800-334-2014 Ext. 3480 awilmoth@kaplanco.com</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>Kaplan Early Learning Company is a provider of early childhood classroom educational materials, furniture, furnishings, curriculum, assessment & screening, and technology innovative products for age's birth through grade 5.</p> <p>Kaplan Early Learning Company is located at 1310 Lewisville-Clemmons Road in Lewisville, North Carolina. The site includes 2 office buildings, a 160,000 square foot warehouse, a 204,000 square foot distribution center, and a catalog showroom. There have been several additions to the original site including 60,000 square feet added to the warehouse in 1991, a four-story addition in 1993 for more office, warehouse, and training space, and a distribution center in 1995.</p> <p>Kaplan Early Learning Company is currently in the process of adding a 50,000 square foot expansion to our warehouse. The project is under construction with plans to be operational by winter 2023. We are excited to have this additional space to ensure our inventory can meet the demands of our customer now and well into the future.</p> <p>Kaplan can deliver nationwide including Alaska and Hawaii, however, free UPS freight is excluded from orders shipping to AK and HI. These orders will be charged a minimum 25% of order value for freight costs. Freight costs are dependent on physical location which can be remote in AK. Applicable freight costs to outlying areas or U.S. Territories will be applied to all orders.</p> <p><u>Key Staff:</u></p> <p>Executive: David Bumgarner Marketing: Anna Wilmoth Eastern Sales Region: Mark Hanson Western Sales Region: Marieca Anthony Sales Support: Jennifer Cummings Financial Reporting: Bennette Roberson Accounts Payable: Angie Hutchins Contracts: Elizabeth Patterson</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>Kaplan Early Learning Company has managed numerous national programs such as KinderCare, Knowledge Learning, Child Care Aware, Bright Horizons, ECE Shared Resources, and programs for other purchasing cooperatives for over 20 years. The successful operation for these programs requires an ERP system that integrates all departments' procedures into one operational location. Kaplan's PeopleSoft integrated system allows for all order procedures from order placement to shipping information to invoicing to be accessible for efficient order processing. While KELC's state of the art technology system provides order efficiency and accuracy, it's the professional expertise of KELC's staff that ensures complete customer satisfaction.</p> <ul style="list-style-type: none"> • Upon award, Marketing and Sales Departments will coordinate a nation-wide marketing and sales promotion program within 30 days.

	<ul style="list-style-type: none"> • New accounts are set-up within 24 hours of receipt. • All reporting and administrative fees for sales will be provided by the 15th of each month. • Normal shipping time for orders is 48 hours ARO for in-stock items. Drop ship items have a normal delivery of 2-6 weeks depending on vendor stock status. Backorders are shipped 30-45 days ARO. Customers are informed of any backorders and, if required, a suitable substitution is offered. • KELC does not invoice until an order is shipped.
<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>Kaplan has a Marketing Department that employs 10 full-time marketing specialists supported by a professional photographer and website programmers. The department is led by Anna Wilmoth, Vice President/Director of Marketing, has been with Kaplan for 12 years in a leadership capacity. Our commitment to market this contract is supported by these proposals:</p> <ul style="list-style-type: none"> • Marketing team will design and initiate a custom advertising plan that will incorporate the talent and expertise of multiple departments to achieve the best promotional outcome. • Marketing pieces advertising the contract with terms will be mailed to all eligible customers. Quarterly mailing will focus attention on the contract and the partnership between Omnia and Kaplan. • Digital promotion of contract using social media outlets. • Kaplan's Targeted Sales Team will create a targets-sales plan of contact via phone contracted customers to ensure they know about the contract, the terms, and any additional information they may require. Our Targeted Sales Team supports the marketing campaigns that Kaplan has for many customers. • Our 40 territory managers will also market the contract by visiting customers, attending conferences and contacting eligible customers to ensure they have access to the contract's information. <p>Any agency listed on the monthly published and distributed list of agencies eligible to purchase through CCOG will be able to purchase off this contract. Should a customer not be listed, KELC will request their CCOG membership number or ask that they contact CCOG to register as a member and supply their membership number.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<ul style="list-style-type: none"> -Best Value -Sales Support -Quality Assurance -Meeting delivery expectations -Ease in ordering/order tracking
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Administration Fee & Reporting</p>	

6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

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.

Please provide your organization's proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the Attachment A – Model Administration Agreement.



6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and 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.

Monthly sales reports will be provided by the 15th of each month. These reports will be based on the complete order history of online, telephone, email, facsimile, and mail orders. The Sales Report will show how much each member has spent, what items were purchased, and how they paid for each order. Each report can be presented in an Excel spreadsheet format for ease in interpretation. This report along with other customized reports that may be requested will be sent to those recipients designated by CCOG. By offering this custom report along with others that may be requested, Kaplan Early Learning Company hopes to provide the information needed to meet your budgetary goals.

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.

Kaplan Early Learning Company has serviced the early childhood educational market for over 50 years. During that time, we have learned how to avoid problems before they arise. We have developed several quality control procedures to reduce the problems that our customers experience. We require two separate Customer Account Support representatives to check each order prior to it being entered for shipment. This procedure checks for billing addresses, item numbers, item quantities, item colors or size requirements, procurement card verification, purchase order verification, and, if any discrepancy is found, the customer is contacted for clarification. A unique contract number is assigned to each members' customer account number to ensure the correct discount pricing is provided. Our shipping department uses state-of-art computerized equipment to ensure

	<p>the correct item is pulled, the correct quantity is pulled, the correct delivery address is entered, and the most efficient delivery is achieved.</p> <p>If a problem arises, our Customer Account Support team is ready and able to quickly reach a solution. Our Customer Account Support team can facilitate any issue and eliminate the need to make numerous telephone calls to different departments to solve a problem.</p>
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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: [Click or tap here to enter text.](#)

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

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

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

List certifying agency: [Click or tap here to enter text.](#)

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.

N/A

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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. Kaplan Early Learning Company does not have any past or present lawsuit claims against them.

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. Kaplan Early Learning Company has not been the subject of any adverse regulatory or adverse administration governmental action with respect to Kaplan's performance.

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: Click or tap here to enter text.

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, Elizabeth Patterson, hereby certify and affirm that Kaplan Early Learning Company, 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, Elizabeth Patterson, hereby certify and affirm that Kaplan Early Learning Company, 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, Elizabeth Patterson, hereby certify and affirm that Kaplan Early Learning Company, 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, Elizabeth Patterson, hereby certify and affirm that Kaplan Early Learning Company 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, Elizabeth Patterson, hereby affirm that this proposal accurately represents the capabilities and qualifications of Kaplan Early Learning Company, 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: Elizabeth Patterson

Printed Name: Elizabeth Patterson

Company Name: Kaplan Early Learning Company


Mailing Address: PO Box 609, Lewisville, NC 27023

Email Address: bids@kaplanco.com

Job Title: Associate Director of Bids/Contracts

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:	Elizabeth Patterson
Mailing Address:	PO Box 609, Lewisville, NC 27023
Signature	
Title of Signatory:	Associate Director of Bids/Contracts

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:

10-27-23

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:

10-27-23

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? EP

(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? EP
(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? EP

(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? EP

(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? EP

(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP

(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:



Printed Name:

Elizabeth Patterson

Company Name:

Kaplan Early Learning Company

Mailing Address:

PO Box 609, Lewisville, NC 27023

Job Title:

Associate Director of Bids/Contracts

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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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? EP
(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:



Printed Name: Elizabeth Patterson
Company Name: Kaplan Early Learning Company
Mailing Address: PO Box 609, Lewisville, NC 27023
Job Title: Associate Director of Bids/Contracts

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? EP
(Initials of Authorized Representative)

Date: 10-27-23

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: Kaplan Early Learning Company
 Street: 1310 Lewisville-Clemmons Rd
 City, State, Zip Code: Lewisville, NC 27023

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, Elizabeth Patterson, an authorized representative Kaplan Early Learning Company, 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
------	---------	----------

Howard Kaplan	1310 Lewisville-Clemmons Rd Lewisville NC 27023	75%
Matthew Marceron	2853 Merry Acres Lane Winston-Salem, NC 27104	10%
Annette Kaplan	6996 Haines Ave Cincinnati, OH 45227	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: 10-27-23

B. Non-Collusion Affidavit

Respondent Name: Kaplan Early Learning Company

Street Address: 1310 Lewisville-Clemmons Rd

City, State Zip: Lewisville, NC 27023

State of North Carolina

County of Forsyth

I, Elizabeth Patterson of the Lewisville in the County of Forsyth, State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am the Associate Director of Bids/Contracts of the firm of Kaplan Early Learning Company 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:

Elizabeth Patterson
Associate Director of

Job Title: Bids/Contracts

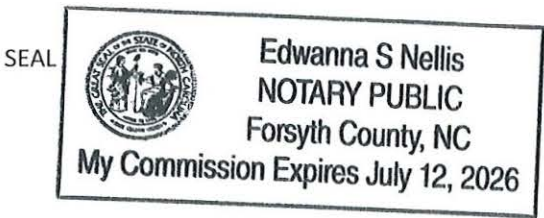
Subscribed and sworn before me

this 27th day of October, 2023

Edwanna S. Nellis

Notary Public of North Carolina

My commission expires July 12, 2026



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

Company Name: Kaplan Early Learning Company
Street Address: 1310 Lewisville-Clemmons Rd
City, State, Zip Code: Lewisville, NC 27023

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: Associate Director of Bids/Contracts
Date: 10-27-23

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

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

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

Part I – Vendor Information

Vendor Name:	Kaplan Early Learning Company		
Address:	1310 Lewisville-Clemmons Rd		
City:	Lewisville	State: NC	Zip: 27023

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



Elizabeth Patterson

Associate Director of
Bids/Contracts

Signature of Vendor

Printed Name

Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

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

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: Howard Kaplan	Name: Matthew Marceron
Home Address: 1310 Lewisville-Clemmons Lewisville, NC 27023	Home Address: 2853 Merry Acres In Winston-Salem, NC 27104
Name: Annette Kaplan	Name: Stockholder Name

Home Address: 6996 Haines Ave
Cincinnati, OH 45227

Home Address:
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

Subscribed and sworn before me this 27th day of _____
October, 2023.

(Affiant)

(Notary Public)

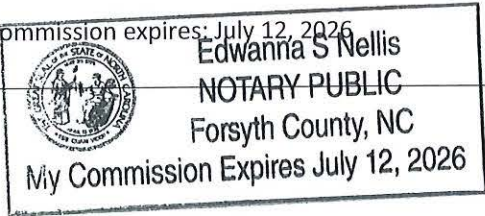


Elizabeth Patterson Associate Director of
Bids/Contracts

(Print name & title of affiant)

My Commission expires: July 12, 2026

(Corporate Seal)



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:

Offer is not valid with any other sales offers, bids, quotes, coupons or discounts. This offer cannot be used toward purchases of gift certificates. This offer does not apply to outdoor playground structures, parts, surfacings or services of playground. It does not apply to lofts, technology products, computers & accessories, curriculum, assessments & screening materials, "All About ECERS-R", "All About ITERS-R", professional development, Tot Tree (#96616), Gaggle Buggy & accessories, LEGO products, laminators & accessories, all Maple Line furniture, sterilizers, all PPE items and custom kitting (special order items). Discount applied to orders of \$300 or more on current list pricing in effect at time of order. Web pricing prevails over catalog pricing. Product exclusions are subject to change. Shipping Exclusions: Excludes truck items, Next Day Air, 2nd Day Air, K-Truck delivery services, and orders shipping to Alaska and Hawaii. Free standard UPS shipping applied to orders of \$300 or more per shipping location in the contiguous United States.

(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 Kaplan Early Learning Company
Address 1310 Lewisville-Clemmons Rd
City/State/Zip Lewisville, NC 27023
Phone Number 800-334-2014
Email Address bids@kaplanco.com
Printed Name Elizabeth Patterson
Job Title Associate Director of Bids/Contracts

Authorized Signature 

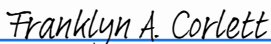
Initial Term of the Master Agreement


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

(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 (Feb 8, 2024 08:29 EST)
Name: Franklyn A. Corlett
As: CCOG Board President
Date: Feb 8, 2024

By: 
Eric Merkle (Feb 7, 2024 11:23 CST)
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: Feb 7, 2024










Agreement - Kaplan & CCOG (Master) - 2024.01.01

Final Audit Report

2024-02-08

Created:	2024-02-07
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFKWAM3f4LBc_VhT503z1x6a1qo1aKbZR

"Agreement - Kaplan & CCOG (Master) - 2024.01.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2024-02-07 - 5:21:54 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2024-02-07 - 5:22:09 PM GMT
-  Document emailed to Frank Corlett (fcorlett@solonohio.org) for signature
2024-02-07 - 5:22:09 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2024-02-07 - 5:23:35 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2024-02-07 - 5:23:49 PM GMT - Time Source: server- IP address: 216.201.207.58
-  Email viewed by Frank Corlett (fcorlett@solonohio.org)
2024-02-08 - 1:23:41 PM GMT- IP address: 64.85.173.2
-  Signer Frank Corlett (fcorlett@solonohio.org) entered name at signing as Franklyn A. Corlett
2024-02-08 - 1:29:34 PM GMT- IP address: 64.85.173.2
-  Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)
Signature Date: 2024-02-08 - 1:29:36 PM GMT - Time Source: server- IP address: 64.85.173.2
-  Agreement completed.
2024-02-08 - 1:29:36 PM GMT