

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Lakeshore Learning Materials, LLC
Contract Number:	R10-1164B
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at equalisgroup.org.

RFP Process Information

RFP Number:	RFP R10-1164
RFP Title:	Educational School Supplies and Related Services
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	177
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT #
of Responses Submitted:	31
Number of Awarded Vendors:	5
Date of Board Approval:	June 19, 2024

Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover a variety of products and services needed by the national Equalis Group membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of July 1, 2024, by and between _____ Lakeshore Learning Materials, LLC (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Educational School Supplies and Related Services (“the products and services”).

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as “piggybacking”, “cooperative purchasing”, “joint powers”, or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

- 5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor 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 or are reasonably expected to be present. Vendor 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 Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

- 12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

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

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

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

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

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

- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Lakeshore Learning Materials, LLC
Address 2695 E. Dominguez Street
City/State/Zip Carson, CA, 90895
Telephone No. (800) 421-5354
Fax No. (310) 537-7990
Email address biddept@lakeshorelearning.com
Printed name Christopher Kingston
Position with company Bid Analyst
Authorized signature 

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)

Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1164B

April 22, 2024

Education Service Center Region 10
Attn: Mr. Clint Pechacek
400 E Spring Valley Rd
Richardson, TX 75081

RE: RFP #R10-1164 Educational School Supplies and Related Services

Dear Clint Pechacek and Education Service Center Region 10 Staff,

Thank you for providing Lakeshore Learning Materials the opportunity to respond to RFP #R10-1164 Educational School Supplies and Related Services. Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder and foster a lifelong love of learning. With materials, furniture and environments for students of all ages, we help each individual reach developmental milestones and achieve education goals—while still having fun!

OFFER

Lakeshore is pleased to present the following offer to Education Service Center Region 10:

- 5% discount on all non-sale items from Lakeshore's catalogs, website (www.LakeshoreLearning.com) and retail stores (see attached Store List for locations).
- FREE shipping on all orders in the contiguous United States.

Complete Classrooms® White-Glove Installation service is complimentary on orders of \$20,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply. This service includes:

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

Must reference "Per RFP #R10-1164" on all purchase orders to receive these terms.

Lakeshore agrees to hold the discount offered in this submission throughout the lifetime of the contract. Catalogs and prices are subject to change during the calendar year, and in the event of significant factors outside our control, such as government-imposed tariffs or global pandemic; for current prices please visit www.LakeshoreLearning.com.



DELIVERY OF GOODS

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

Lakeshore is flexible and can alter delivery and installation schedules if Education Service Center Region 10's schedule changes.

PRODUCT AVAILABILITY AND DELIVERY CAPABILITY

National Distribution Centers for Faster Shipping!

With two national distribution centers and one more on the way, we can provide fast shipping anywhere in the country. And with over 2.4 million square feet of storage capacity, our in-stock rate is among the highest industry-wide!

- No drop shipments—all orders ship direct from Lakeshore
- Simple and hassle-free order tracking
- Custom labeling—so every item is delivered to the right classroom, library, media center or other learning space
- Personalized service from order to delivery

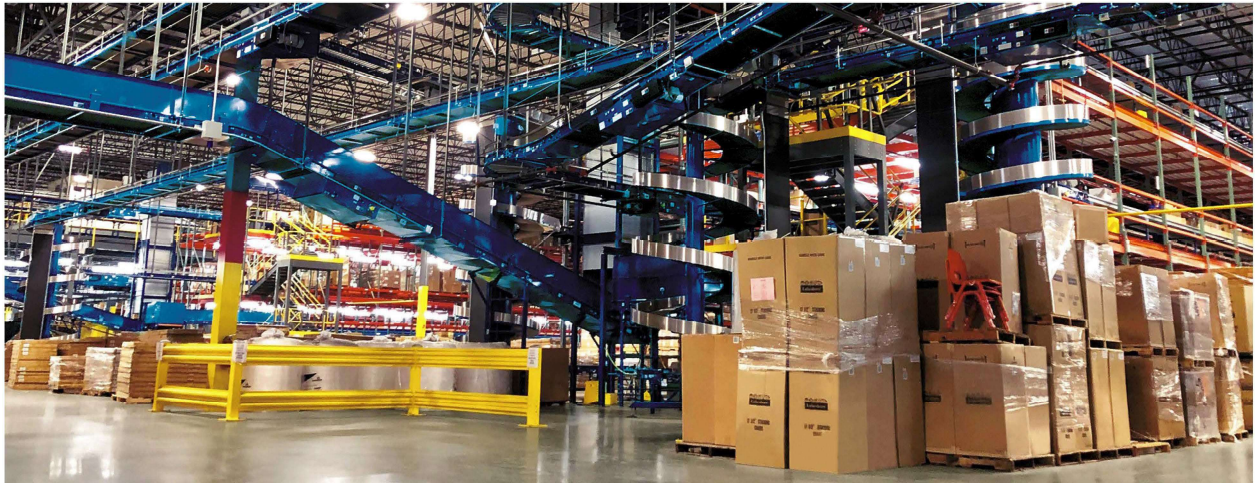


INSTALLATION PROCEDURE

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

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

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



OUR APPROACH TO PRODUCT DEVELOPMENT

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

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

DIRECT MANUFACTURER

With Lakeshore, you're working with a single point of contact from start to finish. As the direct manufacturer of Lakeshore products, we develop a vast majority of the items featured in our catalogs, in our retail stores and on our website. We are not restricted from sales, territories or dealer authorizations. In addition, our products are backed by our ironclad guarantee: If you are unhappy with any item for any reason, return it to us for a full refund or exchange.

We maintain strict control of manufacturing specifications and processes. The fully staffed office near our overseas factories ensures top-quality, virgin raw materials are used. Plus, our in-house mechanical/process engineers regularly inspect and consult with the factories, ensuring manufacturing processes operate effectively, producing consistent, high-quality furniture pieces. In-house inspectors also conduct strict and thorough factory inspections on all orders following manufacturing—before furniture units are shipped and stocked at Lakeshore distribution centers.

CLASSROOM & SCHOOL DESIGN PLANNING

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



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

PROFESSIONAL DEVELOPMENT

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



In addition, our team will assist you with every step of the process:

- Determine your learning goals
- Assist with your organization's decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation

Below are just a few of our wide range of standing topics:

- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

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

ORDER PROCEDURE

When Lakeshore receives a purchase order from Education Service Center Region 10, your dedicated Lakeshore Sales Support Specialist, Natalie Arroyo, will contact Education Service Center Region 10 to coordinate the logistics of the delivery, such as:

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

For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, Kentucky, and Carson, California) until Education Service Center Region 10 provides confirmation to release orders and schedule deliveries.

PRODUCT WARRANTY

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



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

CUSTOMER SERVICE

We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.

Customer Service Center:

Address: Lakeshore Learning Materials - Customer Service Department
2695 E. Dominguez St., Carson, CA 90895
Phone: (800) 428-4414
Fax: (310) 537-4261
E-Mail: lakeshore@lakeshorelearning.com
Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST



RETURNS OR EXCHANGES

Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service Department at (800) 428-4414.

EXCLUSIVE ITEMS

Among the wide range of educational products offered by Lakeshore, there are over a thousand outstanding and innovative items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere other than Lakeshore:



AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT LA
LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WE WF YB

CUSTOM WEBSITES: ePROCUREMENT SERVICES

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

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

Our custom ePro websites complement any system:

- Oracle
- SAP
- Ariba
- Skyward and more

Over 30 features to choose from:

- Visibility of account terms
- Multilevel approval process (up to 4 levels)
- Instant quotes
- Quick order approval
- One-click bulk orders
- User-specific budgets and expirations, shipping/billing rules and views
- Exclusive items
- Customized product assortment
- Item restrictions and maximum limits on orders
- Easy self-service user administration
- Search function that narrows results quickly and accurately
- Multiple payment options: PO, account, P-Card, credit card, gift card, etc.
- Tablet-friendly



QUALITY & SAFETY

Focus on Safety

At Lakeshore, children's safety is our highest priority—and we know it's the top concern of our customers. That's why we want to provide you with detailed information about Lakeshore's testing and certification process, including the rigorous steps we take to ensure our products are safe.

Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Product Regulatory & Compliance Team, which tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all government safety requirements, or we don't carry it.

First, we ensure that all the materials that go into each new product are safe. (For example, materials in all children's products must be phthalate-compliant and must also meet strict standards for lead content.) Once we confirm that the materials we're using are safe, we conduct exhaustive "use and abuse" testing to make sure each product will remain safe through years of everyday use. And after a product passes our rigorous testing, it is then tested and certified by a third-party testing laboratory. Finally, we continue to monitor the safety of our products through periodic testing, both internally and by third-party labs, to ensure that our suppliers maintain the high level of integrity we demand of our materials.



Designed by Educators

All of our exclusive products are designed by credentialed educators with years of real-world classroom experience. As subject-matter experts, they intentionally design Lakeshore products to meet content and performance standards at appropriate ages and abilities. In addition, our product developers utilize the latest research to ensure products remain relevant in a continuously evolving educational environment. Finally, they are involved in every stage of product development as well as the creation of ancillary materials to support implementation.

In-House Engineering

Our product developers are supported by a dedicated team of in-house engineers who ensure the quality and integrity of our designs. They use 3-D printing technology to oversee our designs and maintain strict control over the quality and durability of each product. In addition, just as we source the highest-quality raw materials for our furniture, we only use virgin materials and composites in our manipulatives—avoiding regrind material that can compromise a product's integrity.

Transparency in Manufacturing

Once a design is finalized, we maintain close supervision over the entire manufacturing process. Our manufacturing experts—who possess degrees in mechanical engineering, chemical engineering, process engineering and other related fields—spend all of their time at our production sites. They closely monitor the manufacturing processes and the materials being used to ensure the highest-quality products for our customers. Having our own experts on hand allows us to manufacture our products without the use of third parties.

Our commitment to responsible and ethical business practices extends to everything we do—including our social and community responsibilities. Lakeshore has a strict no-tolerance policy for human rights violations, child labor or other labor law violations; we have a fully staffed Hong Kong office set up for the sole purpose of enforcing that policy and ensuring the highest health and safety standards are met by our vendors. If manufacturing issues arise, we take corrective action by providing additional training and development. Our engineers work closely with the factory's owners and engineers—reinforcing Lean and Six Sigma Manufacturing processes and overseeing the entire production process from start to finish.

BRIEF HISTORY

Like many great enterprises, Lakeshore started with one person taking a chance. In 1954, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. The move was a bit unconventional for a woman in 1950s America—but entrepreneurs don't typically follow the status quo. Initially, Ethelyn focused on selling toys to parents, but before long, local schools started calling her for art materials and other classroom supplies. Ethelyn listened to her customers. Sensing an untapped market, she sold the store and started Lakeshore Learning Materials.



Eventually, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and turning Lakeshore into a million-dollar company within just a few years. When Ethelyn retired in 1971, Michael assumed the duties of CEO, while Charles became the Vice President in charge of merchandise and buying. Today, Michael's sons, Bo and Josh, are an integral part of the business as well—having worked their way up from summer jobs in the warehouse to CEO and Chief Product Officer, respectively.

Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 60 retail stores, we offer multiple mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, classroom designs for infants through middle school/high school, and much more.



Distribution Center 2: Kentucky

EXPERIENCE

Lakeshore has extensive experience working with school districts, early childhood programs (both public and private) and government agencies. Below are a few examples of the types of large orders that we skillfully and conscientiously handle on a regular basis.



Killeen Independent School District - Based in Killeen, Texas, the district tasked Lakeshore with designing and furnishing 60 elementary classrooms and 10 specialty rooms—including breakout spaces, a music center, a library and a special education resource area. In addition to supplying the furniture and materials, Lakeshore also provided full installation services and debris removal for all 70 learning spaces. Killeen ISD is now equipped with flexible, multipurpose spaces to support teachers, students and overall classroom management.

San Diego City Schools - Based in San Diego, California, this sprawling district partnered with Lakeshore to modernize 151 elementary classrooms at 32 different sites. The goal was to provide teachers and students with environments that reflect best practices for 21st-century learning—while also encouraging engagement, exploration and collaboration across multiple learning domains. Lakeshore fulfilled every order and provided comprehensive setup for each location, including installation and debris removal. All 151 classrooms were completed ahead of schedule and in less than four weeks.

Los Angeles Unified School District - Based in Los Angeles, California, the district's Early Childhood and Special Education Department partnered with Lakeshore's Custom Learning Solutions division to develop and deliver more than 24,000 custom backpack kits to support its distance learning goals. Lakeshore also offered customized Professional Development for the dozens of curriculum coaches and teachers involved in the project to ensure each educational professional was comfortable using the resources with fidelity.

Governor's Office of Early Childhood/Kentucky Department of Education - Based in Frankfort, Kentucky, the governor's office reached out to Lakeshore to provide area-specific custom classroom solutions for the entire state. Lakeshore delivered and installed 2,200 programs statewide—all on schedule, and with a total value of more than \$10 million. Each custom classroom solution was designed to meet the specific needs of its intended program and contained a combination of furniture, carpets, and manipulatives. All 2,200 programs were delivered successfully and on time, with no drop shipments.

Peoria Public Schools - Based in Peoria, Illinois, the Board of Education contracted with Lakeshore to outfit their Early Learning Center, off-campus Extension Center and Parent Lending Library with furniture and supplemental materials. The partnership continued to grow—with Lakeshore contracted to upgrade all kindergarten through 4th-grade classrooms with mobile furniture designed to engage students and allow teachers to utilize a variety of different instructional practices. By the end of 2023, Lakeshore will also have outfitted the district's dual-language programs, media centers and self-contained classrooms designed for special education.

FURNITURE FOR THE 21ST-CENTURY SCHOOL



Design & Development

- Lakeshore's Flex-Space Furniture is designed to support the development of key skills needed for the 21st century—communication, collaboration, critical thinking and creativity.
- Flex-Space Furniture gives teachers the ability to create flexible spaces, allowing educators to quickly and easily reconfigure classrooms, libraries, media centers and nontraditional spaces for various projects and group sizes!
- Flex-Space Furniture is managed by Lakeshore's product developers—who are all former teachers! Their decades of combined classroom experience ensure that Flex-Space Furniture is designed with the teacher in mind and supports best teaching practices.
- Lakeshore product developers' long experience designing manipulatives and supplemental curricula assures that Flex-Space Furniture will transform all learning spaces into student-centered environments that support project-based learning.
- The Flex-Space Furniture line includes various flexible seating options, providing student choice to support individual learning styles.
- All furniture pieces are designed to seamlessly integrate the storage and use of student materials, tools and manipulatives.
- In-house design engineers ensure that all furniture is manufactured for ultimate strength and longevity.
- In-house mechanical/process engineers assist with the selection of raw materials, ensuring the highest quality and appropriateness for all furniture.
- Lakeshore offers Professional Development services, including sessions targeted to support the implementation of an effective 21st-century classroom.

Manufacturing Standards

- Strict control of manufacturing specifications and processes. Fully staffed office near factories ensures top-quality, virgin raw materials are used.
- In-house mechanical/process engineers regularly inspect and consult with factories, ensuring manufacturing processes operate effectively, producing consistent, high-quality furniture pieces.
- In-house inspectors conduct strict and thorough factory inspections on all orders following manufacturing—before furniture units are shipped and stocked at Lakeshore distribution centers.
- Metal-to-metal construction for ultimate durability, along with fully captured back panels and durable, protective edgebands to prevent moisture and warping.

Testing & Quality Assurance

- In-house use-and-abuse testing is conducted on all designs throughout the development process to guarantee that furniture meets strict standards. Designs are revised and improved after each test prior to manufacturing until all standards are met.
- Outside lab testing and certifications conducted to meet strict safety and flammability standards. Certification and testing documents available upon request.
- In-house use-and-abuse testing conducted on orders after arrival at Lakeshore distribution centers to ensure consistent quality over time.
- Every order is inspected to ensure 100% customer satisfaction.
- Lifetime warranty on all tables, stacking chairs, storage units and shelves.

LAKESHORE FURNITURE: DIFFERENT OPTIONS FOR DIFFERENT NEEDS

All Lakeshore furniture is designed by our in-house team of product developers—who are all educators with years of classroom experience. Their deep and practical knowledge ensures that Lakeshore's purpose-built furniture supports best teaching practices, child learning and development, and long-term facilities' management.

Flex-Space

- Mobile furniture for elementary school to high school supports the development of key skills needed for the 21st century—communication, collaboration, critical thinking and creativity
- Desks, tables and seating allow students to quickly transition from independent to collaborative learning...and back again
- Allows educators to easily reconfigure classrooms, libraries, media centers and nontraditional spaces for various projects and group sizes
- Inspires dynamic spaces that fit every student's individual learning style
- Made of tough, wipe-clean laminate on top & bottom; supported by durable, full-steel frames; deep design for added stability and storage; top-quality, locking casters
- GREENGUARD® Gold Certified and recognized by the LEED® Building Rating System
- Backed by lifetime warranties



Flex-Space Jr.™

- The first complete line of mobile furniture for early childhood environments
- Rolls anywhere educators need—transitioning learning spaces in seconds to support circle time, naptime, mealtime, classroom cleaning, physical distancing or just refreshing the room
- Made of tough, wipe-clean laminate on top and bottom; supported by durable, full-steel frames; deep design for added stability and storage; top-quality, locking casters
- GREENGUARD® Gold Certified and recognized by the LEED® Building Rating System
- Backed by lifetime warranties



Classic Birch

- Quality-crafted for early childhood settings, kid-safe and built to last
- Natural wood furniture fosters an inviting environment for early learners
- Made of solid birch with a nontoxic, wipe-clean finish; reinforced dado joint construction; fully captured hardboard backings for extra strength; smooth, eased edges for safety
- GREENGUARD® Gold Certified and recognized by the LEED® Building Rating System
- Backed by lifetime warranties



Heavy Duty

- Durable laminate with the look and appeal of wood is perfect for early childhood
- Supports the visual and design aesthetic of any learning environment
- Made of sturdy laminate with smooth rounded corners for safety; metal-to-metal construction for ultimate durability, wipe-clean surfaces resist moisture and stains; PVC edgebands for extra durability
- GREENGUARD® Gold Certified and recognized by the LEED® Building Rating System
- Backed by lifetime warranties



Kids Colors™

- Easy-care, kid-friendly and classroom-tough
- Available in 4 colors: blue, red, yellow and green
- Tempered steel hardware for strength; double-reinforced joint construction; durable, wipe-clean laminate surfaces; kid-friendly, rounded corners for safety
- Backed by lifetime warranties



Just Like Home™

- Everything caregivers need to make learning feel like home
- A perfect addition to Montessori-inspired and Reggio-inspired early learning settings
- Solid hardwood construction that's built to last; metal-to-metal connections for maximum strength; wipe-clear surfaces that resist moisture and stains; durable, textured vinyl cushions for extra comfort
- GREENGUARD® Gold Certified and recognized by the LEED® Building Rating System
- Backed by lifetime warranties



First Steps®

- Early childhood furniture that's built to last and toddler-safe
- Hardwood furniture designed specifically for toddler settings
- Low-to-ground design keeps toddlers in view; easy-grip handrails help tots stand, keep their balance and take steps; play-top surface to keep toys fully contained; nontoxic wipe-clean finish for easy care
- GREENGUARD® Gold Certified and recognized by the LEED® Building Rating System
- Backed by lifetime warranties



Outdoor

- Everything you need to take learning outdoors
- Looks like wicker, but constructed of tightly woven all-weather plastic for lasting durability in early learning programs
- Made of easy-clean materials; fade-resistant and water-resistant fabric covers; hidden metal construction; adjustable feet to make leveling easy
- Backed by 5-year warranties



Flex-Space Engage Modular Furniture

- Our Flex-Space line now includes furniture for middle and high school students
- Covered in attractive textured vinyl that looks just like fabric but is a breeze to wipe clean!
- Perfect for next-generation learning—making collaboration, group work and study time more inviting than ever
- Ideal for common areas, libraries, and even teacher lounges!
- Designed by educators, the furniture is made to easily be mixed and matched creating custom learning spaces.
- Want to make spaces tech-ready? Just add the coordinating table with built-in power outlets!



GREENGUARD® GOLD CERTIFICATION

Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Gold Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.



GREENGUARD Gold Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Gold Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD Gold logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards—reducing chemical pollutants and helping improve the quality of indoor air.

For a complete listing of Lakeshore's GREENGUARD Gold Certified products, just search the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department by calling (800) 421-5354.

DEDICATED STAFF

Joe Sosa, Regional Sales Manager

Joe has been with Lakeshore for 25 years and is based in Forney, Texas. Joe's responsibilities include personally servicing customers in his respective areas of Texas to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Joe by phone at (214) 893-8565, by fax at (310) 537-7990 or by e-mail at jsosa@lakeshorelearning.com.

Bob Musso, Regional Vice President - Texas

Bob has 10 years of experience at Lakeshore. He is responsible for managing 8 Regional Sales Managers in the Texas region of the United States. He ensures that all customers in his area are receiving the best possible service. He also has a direct role in servicing the top clients in the area. You can reach Bob by phone at (310) 431-1345, by fax at (310) 537-7990 or by e-mail at bmusso@lakeshorelearning.com.

Natalie Arroyo, Sales Support Specialist

Natalie acts as a liaison between Lakeshore and the customer to ensure open lines of communication so the customer's expectations are met and exceeded. Her responsibilities include personal account service, management of large deliveries and orders that require special handling, general sales support and special events. You can reach Natalie by phone at (800) 421-5354, ext. 2230, by fax at (310) 537-7990 or by e-mail at narroyo@lakeshorelearning.com.

Local Retail Support

Education Service Center Region 10 can also take advantage of our retail store located in Dallas, Texas. Our store managers and a team of store associates are available to provide a seamless shopping experience! Simply provide account #251266 and RFP #R10-1164 at the register to receive contract pricing. Lakeshore is also willing to make this retail store space available to Education Service Center Region 10 for special events!

Lakeshore Learning Store (Dallas)

14060 N. Dallas Pkwy.

Dallas, TX 75240-4349

Phone: (972) 934-8866

Fax: (972) 934-0593

Store Hours: Monday-Friday 10:00 a.m.-8:00 p.m., Saturday 10:00 a.m.-7:00 p.m.,

Sunday 11:00 a.m.-5:00 p.m.

In addition to the team outlined above, Lakeshore's Bid Department is available for timely support. Director of Bid & Contracts Jennifer Doran, Bid Manager Eunice Peterson, and Bid Analyst Christopher Kingston will ensure that Lakeshore adheres to all contractual agreements and commitments, assist with renewals, and answer any questions regarding the contract. Our Bid Team is available via e-mail at biddept@lakeshorelearning.com or by phone at (800) 421-5354.

Should you have any questions, please feel free to contact Joe Sosa at (214) 893-8565 or jsosa@lakeshorelearning.com.



Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Kingston", is positioned above the printed name.

Christopher Kingston
Bid Analyst
Lakeshore Learning Materials

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Lakeshore Learning Materials, LLC
	<i>What is the mailing address of your company's headquarters?</i>	2695 E. Dominguez Street Carson, CA 90895
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Christopher Kingston, Bid Analyst biddept@lakeshorelearning.com (800) 421-5354
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes, Lakeshore is offering a 5% Discount and Free Shipping on all orders in the contiguous U.S. Discount valid on all non-sale items.

Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, all pricing was provided on Attachment B. To ensure members receive these terms they must reference, “Per RFP #R10-1164”.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	<p>Lakeshore’s standard payment terms are Net 30 Days. For your convenience, we accept a wide variety of payment options to make ordering a breeze, including check, money order/cashier’s check, ACH and EDI. We also accept Purchasing Cards (Pcards).</p> <p>Our dedicated staff is ready to assist your school through the entirety of this contract. Once an order is received, it is manually entered, verified, and reviewed for adherence to our contractual agreement before being released. After being sent electronically to our Warehouse Management System, a workflow specialist sends the order into the automated lines of our distribution center. This maximizes efficiency for the thousands of orders we process each day. Because your sales support specialist, Natalie Arroyo works closely with Education Service Center Region 10 ESC, she will be the main point of contact when you need to track an order. She is available by phone, fax, or e-mail. Natalie will be able to find out when the order shipped and an estimated delivery date.</p> <p>During the time your order reaches our warehouse to prepare for shipping, our Accounting department prepares your invoice to be mailed when your order ships complete. We can accommodate requests for individual locations to receive invoices when they are both the “bill to” and “ship to” address. Our options for electronic billing will be contingent on your specific needs and software requirements. We are currently involved in electronic invoicing projects with several school districts and agencies. If you would like to explore this option with Lakeshore, we will be pleased to have our Information Technology Manager speak with you regarding your specific needs and requirements to determine if our system will be compatible with yours.</p> <p>If an order happens to contain a backordered item, we won’t send an invoice until the entire order has shipped complete. If the order is date specific, our traffic department will monitor the orders to ensure it meets the delivery date and time. If there are any issues with shipping delays, our customer service or sales support specialist will get in touch with the customer.</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product quality and features	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder and foster a lifelong love of learning. With materials, furniture and environments for students of all ages, we help each individual reach developmental milestones and achieve education goals—while still having fun! Lakeshore has read and understands that Region 10 ESC is looking for vendor(s) who can provide the highest quality consumables, manipulatives, and resources available that will help make a lasting impact on the education of today’s youth. Lakeshore conducts business in all 50 states and abroad and will have no issue servicing this contract.

	<i>Outline how your products compare to those of your competitors.</i>	<p>Lakeshore Learning Materials has been in business for over 70 years. We design and develop most of the products we offer, which in turn has made Lakeshore a brand that is nationally recognized in the educational industry. Our development process enables us to have the highest standards of quality and the most innovative, cross-curricular product selections you will find.</p> <p>Not only are our products designed by expert educators, but we also provide a classroom design service that partners your team with our team of experts, also former educators. Our 3D renderings will give you a picture of what the classrooms will look like, and we are happy to help work with you to ensure that your vision is realized before the furniture is delivered to your school. Additionally, with expertise in infants and toddlers through preschoolers, and up to high school ourselves, we truly understand the varied needs of each age group and can provide the appropriate furniture to support them.</p> <p>We are proud to have launched our new Flex-Space flexible furniture line for the 21st Century Classroom while continuing to introduce new and innovative products for a variety of audiences. In addition to attending Education and Toy Fairs all over the world, Lakeshore has a dedicated group of former teachers working to develop new furniture that they know other teachers will need. By offering White-Glove Delivery and Installation services, Lakeshore is able to maintain an edge in the classroom furniture industry.</p>
	<i>Outline your delivery process such as product tracking capabilities and ensuring timely order fulfillment.</i>	<p>Product Availability and Delivery Capability From order to delivery, expect the best service in the industry!</p> <ul style="list-style-type: none"> • More than 2.4 million square feet of warehouse space in Carson, California, and Midway, Kentucky, to keep items in stock and ready to ship • Simple and hassle-free order tracking • Custom labeling—so every item is delivered to the right classroom, library, media center or other learning space • A single invoice no matter how many boxes or shipments in your order • Personalized service from order to delivery
	<i>Outline your average fill rate and average on time delivery rate.</i>	Lakeshore currently has a 99% fill rate and successfully deliver all orders within our specified lead time of 7-21 Business Days ARO, unless otherwise noted due to a backorder.
	<i>Describe how you ensure that your products meet relevant safety standards and align with current educational standards/best practices.</i>	<p>At Lakeshore, we develop our products based on recognized, evidence-based best practices. Designed to meet grade-level expectations and to support the achievement of key developmental milestones, Lakeshore products are created by expert educators with years of classroom experience. All products are developed with intentionality and designed to focus on and support principles and practices identified in current research; each product is evaluated for its alignment with the available research as well as for its practical functions in the classroom or other learning space.</p> <p>In addition to independent laboratory testing, Lakeshore products are both teacher-tested and child-tested to ensure appropriateness, durability and safety. From development to manufacturing, we maintain strict oversight to ensure the quality of our products.</p>

		<p>Focus on Safety</p> <p>At Lakeshore, children’s safety is our highest priority—and we know it’s the top concern of our customers. That’s why we want to provide you with detailed information about Lakeshore’s testing and certification process, including the rigorous steps we take to ensure our products are safe.</p> <p>Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Product Regulatory & Compliance Team, which tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all government safety requirements, or we don’t carry it.</p> <p>First, we ensure that all the materials that go into each new product are safe. (For example, materials in all children’s products must be phthalate-compliant and must also meet strict standards for lead content.) Once we confirm that the materials we’re using are safe, we conduct exhaustive “use and abuse” testing to make sure each product will remain safe through years of everyday use. And after a product passes our rigorous testing, it is then tested and certified by a third-party testing laboratory. Finally, we continue to monitor the safety of our products through periodic testing, both internally and by third-party labs, to ensure that our suppliers maintain the high level of integrity we demand of our materials.</p> <p>Designed by Educators</p> <p>All of our exclusive products are designed by credentialed educators with years of real-world classroom experience. As subject-matter experts, they intentionally design Lakeshore products to meet content and performance standards at appropriate ages and abilities. In addition, our product developers utilize the latest research to ensure products remain relevant in a continuously evolving educational environment. Finally, they are involved in every stage of product development as well as the creation of ancillary materials to support implementation.</p> <p>In-House Engineering</p> <p>Our product developers are supported by a dedicated team of in-house engineers who ensure the quality and integrity of our designs. They use 3-D printing technology to oversee our designs and maintain strict control over the quality and durability of each product. In addition, just as we source the highest-quality raw materials for our furniture, we only use virgin materials and composites in our manipulatives—avoiding regrind material that can compromise a product’s integrity.</p> 
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		<p>Transparency in Manufacturing</p> <p>Once a design is finalized, we maintain close supervision over the entire manufacturing process. Our manufacturing experts—who possess degrees in mechanical engineering, chemical engineering, process engineering and other related fields—spend all of their time at our production sites. They closely monitor the manufacturing processes and the materials being used to ensure the highest-quality products for our customers. Having our own experts on hand allows us to manufacture our products without the use of third parties.</p> <p>Our commitment to responsible and ethical business practices extends to everything we do—including our social and community responsibilities. Lakeshore has a strict no-tolerance policy for human rights violations, child labor or other labor law violations; we have a fully staffed Hong Kong office set up for the sole purpose of enforcing that policy and ensuring the highest health and safety standards are met by our vendors. If manufacturing issues arise, we take corrective action by providing additional training and development. Our engineers work closely with the factory’s owners and engineers—reinforcing Lean and Six Sigma Manufacturing processes and overseeing the entire production process from start to finish.</p> <p>Design & Development</p> <ul style="list-style-type: none"> • Lakeshore’s Flex-Space Furniture is designed to support the development of key skills needed for the 21st century—communication, collaboration, critical thinking and creativity. • Flex-Space Furniture gives teachers the ability to create flexible spaces, allowing educators to quickly and easily reconfigure classrooms, libraries, media centers and nontraditional spaces for various projects and group sizes! • Flex-Space Furniture is managed by Lakeshore’s product developers—who are all former teachers! Their decades of combined classroom experience ensure that Flex-Space Furniture is designed with the teacher in mind and supports best teaching practices. • Lakeshore product developers’ long experience designing manipulatives and supplemental curricula assures that Flex-Space Furniture will transform all learning spaces into student-centered environments that support project-based learning. • The Flex-Space Furniture line includes various flexible seating options, providing student choice to support individual learning styles. • All furniture pieces are designed to seamlessly integrate the storage and use of student materials, tools and manipulatives. • In-house design engineers ensure that all furniture is manufactured for ultimate strength and longevity. • In-house mechanical/process engineers assist with the selection of raw materials, ensuring the highest quality and appropriateness for all furniture. • Lakeshore offers Professional Development services, including sessions targeted to support the implementation of an effective 21st-century classroom.
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	<p><i>Describe any professional development or training resources you provide to help educators effectively use your products and services.</i></p>	<p>Lakeshore offers Professional Development services, including sessions targeted to support the implementation of an effective 21st-century classroom.</p> <p>Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As educators themselves, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs.</p> <p>In addition, our team will assist you with every step of the process:</p> <ul style="list-style-type: none"> • Determine your learning goals • Assist with your organization’s decision-making process • Create a custom solution specific to your content/training needs • Plan and lead implementation

		<p>Below are just a few of our wide range of standing topics:</p> <ul style="list-style-type: none"> • Social-Emotional Development • Flexible Seating for 21st-Century Classrooms • Developmentally Appropriate Activities • Language and Literacy • Cognitive Development • STEM/STEAM • Standards for Mathematical Practice • Environments • Instructional Support • Intervention
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>Lakeshore has over 60 retail store locations located across the United States. Additionally, we have 7 stores located in the State of Texas with the closest to Region 10 ESC being our Dallas location.</p> <p>More than 2.4 million square feet of warehouse space in Carson, California, and Midway, Kentucky! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor. Our new distribution center in Midway, Kentucky is centrally located for all U.S. customers, enabling us to serve the U.S. from coast to coast!</p>
	<p><i>Outline any value-added capabilities not already addressed.</i></p>	<ul style="list-style-type: none"> • Product Safety: Lakeshore will provide up-to-date testing documentation upon request to ensure that each item sold or distributed meets all current ASTM requirements. • Distribution: NO DROP SHIPMENTS. All orders arrive 100% complete, in one shipment, from one point of origin—Lakeshore’s distribution center. • Custom Cartoning & Labeling: Boxes are labeled by site, by classroom, and/or by teacher name so materials can be quickly inventoried and delivered to each location without error.

		<ul style="list-style-type: none"> • Delivery Services: Lakeshore offers complimentary White-Glove Service on Complete Classroom orders over \$20,000 shipping to a single location within the contiguous U.S. (may include additional charge for remote locations), which includes working with on-site personnel to schedule the delivery, meeting the truck upon arrival, coordinating with site contacts, assembling all furniture, placing materials, and organizing each room to specification. • Classroom Layouts: Lakeshore provides complimentary 3-D classroom layouts for all Complete Classroom orders, which includes scaled renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. • E-Procurement Services: Lakeshore offers complimentary and customized e-procurement services that are compatible with in-house purchasing systems and web-based platforms (Oracle, Ariba, SAP, Skyward, etc.). We offer a full-service menu of functions including quick order approval, multi-level approvals, user-specific budgets, customized product assortments, multiple payment options, easy self-service user administration, and more. • Warranties & Guarantees: Lakeshore offers a lifetime warranty on all premium-quality classroom furniture, tables and desks, chairs, and cots, a 10-year warranty on all classroom carpets, a 5-year warranty on all write & wipe mobile tables & desks, outdoor furniture, trikes and cribs, a full-year warranty on all other items, and an unconditional guarantee of satisfaction on all purchases. • GREENGUARD Gold Certification: Lakeshore’s furniture lines are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.
Response to emergency orders and stock availability	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests.</i>	Your dedicated Regional Sales Manager Joe Sosa is available 24/7 to handle any emergency orders. He can be reached at jsosa@lakeshorelearning.com or (214)893-8565.
	<i>Describe any product warranties/guarantees offered.</i>	<p>We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.</p> <ul style="list-style-type: none"> • Lifetime warranty on premium-quality classroom furniture, tables and desks, chairs, and cots • 10-year warranty on Classroom Carpets • 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs • All other items receive a full-year warranty (unless otherwise noted)

	<p><i>Outline how you manage stock availability rate and your return/restocking policy.</i></p>	<p>National Distribution Centers for Faster Shipping!</p> <p>Lakeshore has a 99% fill rate. With two national distribution centers and one more on the way, we can provide fast shipping anywhere in the country. And with over 2.4 million square feet of storage capacity, our in-stock rate is among the highest industry-wide!</p> <ul style="list-style-type: none"> • No drop shipments—all orders ship direct from Lakeshore • Simple and hassle-free order tracking • Custom labeling—so every item is delivered to the right classroom, library, media center or other learning space • Personalized service from order to delivery <p>Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service Department at (800) 428-4414.</p>
Integration with other platforms	<p><i>Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and Coupa.</i></p>	<p>Lakeshore eProcurement Services helps schools and institutions cut administrative costs, streamline processes and put the entire purchasing cycle at their fingertips.</p> <p>With over 20,000 enrolled customers, from metropolitan and rural school districts to local early learning programs, custom ePro websites are designed to meet the needs of any organization.</p> <p>Our custom ePro websites complement any system:</p> <ul style="list-style-type: none"> • Oracle • SAP • Ariba • Skyward and more <p>Over 30 features to choose from:</p> <ul style="list-style-type: none"> • Visibility of account terms • Multilevel approval process (up to 4 levels) • Instant quotes • Quick order approval • One-click bulk orders • User-specific budgets and expirations, shipping/billing rules and views • Exclusive items • Customized product assortment • Item restrictions and maximum limits on orders • Easy self-service user administration • Search function that narrows results quickly and accurately • Multiple payment options: PO, account, P-Card, credit card, gift card, etc. • Tablet-friendly

	<p><i>Outline your ordering platform and highlight any features and functionality.</i></p>	<p>Lakeshore eProcurement Services helps schools and institutions cut administrative costs, streamline processes and put the entire purchasing cycle at their fingertips.</p> <p>With over 20,000 enrolled customers, from metropolitan and rural school districts to local early learning programs, custom ePro websites are designed to meet the needs of any organization.</p> <p>Our custom ePro websites complement any system:</p> <ul style="list-style-type: none"> • Oracle • SAP • Ariba • Skyward and more <p>Over 30 features to choose from:</p> <ul style="list-style-type: none"> • Visibility of account terms • Multilevel approval process (up to 4 levels) • Instant quotes • Quick order approval • One-click bulk orders • User-specific budgets and expirations, shipping/billing rules and views • Exclusive items • Customized product assortment • Item restrictions and maximum limits on orders • Easy self-service user administration • Search function that narrows results quickly and accurately • Multiple payment options: PO, account, P-Card, credit card, gift card, etc. • Tablet-friendly
Customer service/problem resolution	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.</p> <p>Customer Service Center: Address: Lakeshore Learning Materials - Customer Service Department 2695 E. Dominguez St., Carson, CA 90895 Phone: (800) 428-4414 Fax: (310) 537-4261 E-Mail: lakeshore@lakeshorelearning.com Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST</p>
Financial condition of vendor	<p><i>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 &</i></p>	<p>Please see attached for our bank reference letter. Upon award and request, Lakeshore would be more than happy to provide our financial statements.</p>

	<i>bond ratings, letters of credit, and detailed reference letters</i>	
	<i>What was your annual sales volume over last three (3) years?</i>	Our average annual sales volume over the past 3 years is \$500 million.
History of meeting products and services timelines	<i>Outline the process timeline for product pickup, delivery, and any other applicable capabilities not already addressed.</i>	Lakeshore processes most orders within 48 hours of receiving them and will then ship to deliver by our standard lead time of 7-21 business days ARO.
	<i>Outline your quality control, fulfillment, and tracking processes to ensure order accuracy and completeness.</i>	<p>Focus on Safety At Lakeshore, children’s safety is our highest priority—and we know it’s the top concern of our customers. That’s why we want to provide you with detailed information about Lakeshore’s testing and certification process, including the rigorous steps we take to ensure our products are safe.</p> <p>Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Product Regulatory & Compliance Team, which tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all government safety requirements, or we don’t carry it.</p> <p>First, we ensure that all the materials that go into each new product are safe. (For example, materials in all children’s products must be phthalate-compliant and must also meet strict standards for lead content.) Once we confirm that the materials we’re using are safe, we conduct exhaustive “use and abuse” testing to make sure each product will remain safe through years of everyday use. And after a product passes our rigorous testing, it is then tested and certified by a third-party testing laboratory. Finally, we continue to monitor the safety of our products through periodic testing, both internally and by third-party labs, to ensure that our suppliers maintain the high level of integrity we demand of our materials.</p> <p>Designed by Educators All of our exclusive products are designed by credentialed educators with years of real-world classroom experience. As subject-matter experts, they intentionally design Lakeshore products to meet content and performance standards at appropriate ages and abilities. In addition, our product developers utilize the latest research to ensure products remain relevant in a continuously evolving educational environment. Finally, they are involved in every stage of product development as well as the creation of ancillary materials to support implementation.</p> <p>In-House Engineering Our product developers are supported by a dedicated team of in-house engineers who ensure the quality and integrity of our designs. They use 3-D printing technology to oversee our designs and maintain strict control over the quality and durability of each product. In addition, just as we source the highest-quality raw materials for our furniture, we only use virgin materials and composites in our manipulatives—avoiding regrind material that can compromise a product’s integrity.</p>

		<p>Transparency in Manufacturing</p> <p>Once a design is finalized, we maintain close supervision over the entire manufacturing process. Our manufacturing experts—who possess degrees in mechanical engineering, chemical engineering, process engineering and other related fields—spend all of their time at our production sites. They closely monitor the manufacturing processes and the materials being used to ensure the highest-quality products for our customers. Having our own experts on hand allows us to manufacture our products without the use of third parties.</p> <p>Our commitment to responsible and ethical business practices extends to everything we do—including our social and community responsibilities. Lakeshore has a strict no-tolerance policy for human rights violations, child labor or other labor law violations; we have a fully staffed Hong Kong office set up for the sole purpose of enforcing that policy and ensuring the highest health and safety standards are met by our vendors. If manufacturing issues arise, we take corrective action by providing additional training and development. Our engineers work closely with the factory’s owners and engineers—reinforcing Lean and Six Sigma Manufacturing processes and overseeing the entire production process from start to finish.</p> <p>Product Availability and Delivery Capability</p> <p>As a company, we work very hard to keep all of our items stocked in our warehouse and available for immediate delivery. If by some chance there is a back order, we won’t bill or invoice you until every item is delivered. From the day we receive your order, you will receive your materials in 7-21 working days (applicable to the 48 contiguous states), guaranteed.</p> <p>With more than 2 million square feet of warehouse space, we’re able to keep items in stock and ready to ship. We have two state-of-the-art distribution centers located in Carson, California, and Midway, Kentucky, enabling us to serve the United States coast-to-coast! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor. In Midway, our new distribution center is centrally located for all U.S. customers—eliminating back orders and drop shipments!</p> <p>From order to delivery, expect the best service in the industry!</p> <ul style="list-style-type: none"> • No invoice until your entire order has shipped • Simple and hassle-free order tracking • Custom labeling—so every item is delivered to the right classroom • A single invoice no matter how many boxes or shipments in your order • Personalized service from order to delivery <p>For orders shipping to Alaska and Hawaii, shipping charges are 25% of the total merchandise cost, with a \$9.99 minimum. If an order shipping to Alaska, Hawaii, U.S. territories, P.O. Box or APO/FPO contains a shipping-restricted item, we will e-mail you with a separate quote. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks for delivery. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Shipments</p>
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		to U.S. territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States.
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	<p>eProcurement Services Lakeshore offers custom eProcurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cxml punchout and EDI.</p> <p>Benefits of Custom E-Procurement Websites Online Ordering</p> <ul style="list-style-type: none"> • Control spending by setting up authorized users and restrictions. • Improve efficiency • Simplify reporting & reconciliation • Achieve “green” goals • Access to contract pricing! <p>Online features</p> <ul style="list-style-type: none"> • Online order tracking and administration • Purchasing system integration (SAP, Oracle & more) • Custom spending thresholds and approval processes • Custom product assortments and terms • Setup is fast and secure <p>Customization Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our e-Procurement website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.</p> <p>Restrictions We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow item selection to target customers’ needs by removing certain categories of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.</p> <p>Purchase Options Staff can purchase online by using a purchase order or credit card. For further customization or EDI integration with Region 10 ESC systems, contact our ePro support team at (855) 827-5830 or via e-mail at myepro@lakeshorelearning.com.</p>
	Provide your safety record, safety rating, EMR and worker’s compensation rate where available.	N/A

Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<p><i>Provide a link to your company's website</i></p> <p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>www.lakeshorelearning.com</p> <p>Like many great enterprises, Lakeshore started with one person taking a chance. In 1954, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. The move was a bit unconventional for a woman in 1950s America—but entrepreneurs don't typically follow the status quo. Initially, Ethelyn focused on selling toys to parents, but before long, local schools started calling her for art materials and other classroom supplies. Ethelyn listened to her customers. Sensing an untapped market, she sold the store and started Lakeshore Learning Materials.</p> <p>Eventually, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and turning Lakeshore into a million-dollar company within just a few years. When Ethelyn retired in 1971, Michael assumed the duties of CEO, while Charles became the Vice President in charge of merchandise and buying. Today, Michael's sons, Bo and Josh, are an integral part of the business as well—having worked their way up from summer jobs in the warehouse to CEO and Chief Product Officer, respectively.</p> <p>Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 60 retail stores, we offer multiple mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, classroom designs for infants through middle school/high school, and much more.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>Lakeshore has been a partner of Region 10 ESC since 1988. Two of our main contacts are below:</p> <p>Cindy Lee – Program Coordinator (972) 348-1608 Tamika Dean – Director of Infant Toddler Classrooms and Solutions Kits</p>
Experience and qualification of key employees	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Regional Sales Manager – Joe Sosa, jsosa@lakeshorelearning.com (214) 893-8565 Regional Vice President – Bob Musso – bmusso@lakeshorelearning.com (310) 537-8600 Sales Support Specialist – Natalie Arroyo – narroyo@lakeshorelearning.com (800) 421-5354, ext. 2230 Marketing Director – Brittany Balandis - bbalandis@lakeshorelearning.com (310) 560-8458 Director of Finance – DJ Ultan, ARpayments@lakeshorelearning.com (800) 424-4772 Bid Reporting – Kelly Brim – bidreporting@lakeshorelearning.com (800) 421-5354 ext. 2597 Contract Manager – Christopher Kingston – biddept@lakeshorelearning.com (800) 421-5354</p>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Lakeshore's public sector sales over the last 3 years is approximately \$500 million</p> <p>As one of the largest educational materials companies in the world, Lakeshore relies on over 70 knowledgeable members of our sales force. As the needs of the industry are ever</p>

		<p>changing, our consultants continue to learn and evolve to meet and exceed those needs. You can be confident that your local Lakeshore representative, Joe Sosa, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings.</p> <p>Lakeshore has extensive experience working with school districts, individual schools, elementary programs, early childhood programs (both public and private), and all related government agencies.</p> <p>Since Lakeshore is a private company, market share is not possible to accurately gauge, although Lakeshore has a rich history of successfully providing goods to customers across the United States.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	N/A
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<p>Ohio Valley Education Cooperative Scope of Project: Lakeshore Solutions and RD&D groups collaborated to design and outfit 54 Early Head Start & Head Start classrooms with Classic Birch furniture and fixtures, classroom management systems, and specialized learning material kits for ages 0 to 4 years. Project Year: 2022 Contact/Title: Kim Fithian, Head Start Director Phone: (502) 647-3533 Email: kfithian@ovec.org</p> <p>Governor's Office of Early Childhood/ Kentucky Department of Education Scope of Project: Based in Frankfort, Kentucky, the governor's office reached out to Lakeshore to provide area-specific custom classroom solutions for the entire state. Lakeshore delivered and installed 2,200 programs statewide-all on schedule, and with a total value of more than \$10 million. Each custom classroom solution was designed to meet the specific needs of its intended program and contained a combination of furniture, carpets, and manipulatives. All 2,200 programs were delivered successfully and on time, with no drop shipments. Project Year: 2020 Contact/Title: Linda Hampton, Executive Director Phone: (859) 248-4818 Email: linda.hampton@ky.gov</p> <p>Todd County Board of Education Scope of Project: We delivered and installed 140 complete classroom environments at six schools/locations (One EC center, two Elementary, one Middle, one alternate High School & one High School) making this entire district outfitted with our 21st century Flex-Space Furniture line. Project Year: 2021 Contact/Title: Mark Thomas, Superintendent Phone: (270) 265-2436 Email: mark.thomas@todd.kyschools.us</p>

		<p>Springfield Public School District 186 Scope of Project: Large furniture purchase in which we are creating multiple room layouts to streamline the delivery desk and chair for every student from Pre-K-12th Grade. Project Year: 2023 Contact/Title: Mike Grossen, Operations Manager Phone: (217) 525-3044 Email: mgrossen@sps186.org</p> <p>Prince George's County Board of Education Scope of Project: Lakeshore annually provides: (1) upgraded early childhood furniture from our Heavy Duty, Kids Colors™, and Flex-Space lines; (2) bespoke kits of learning components and manipulatives to support STEM and summer learning; and (3) replenishment materials across all early childhood classrooms in the district. Project Year: 2023 Contact/Title: Andreia Searcy, Early Childhood Supervisor Phone: (240) 724-1924 Email: andreia.searcy@pgcps.org</p>
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	Lakeshore does not utilize subcontractors. We will only sell direct to customers.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Lakeshore is a privately held company, but not owned or operated by anyone that has been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	As a company founded by a woman and single mom, Lakeshore is committed to equal opportunity for all. We have enclosed a partial list of some of the minority-owned and women-owned businesses that we use as vendors. We have enclosed this partial list because our vendor base numbers over 2,000 (and the products and components we carry are well over that number). We would not need to specifically “contract” with another company to fill your order because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times.

		<p>We strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company's operations can be maintained while enhancing both the nation's economic progress and each individual's progress.</p> <p>To that end, Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran-owned business enterprises whenever possible. Please see the attached M/WBE Participation Letter and Good Faith Effort Policy</p>
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>Lakeshore does not offer have a diversity program or mentor protégé program but are committed to partnering with MWBE vendors when possible.</p>
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>Lakeshore reached out to (5) different MWBE companies looking to subcontract for this RFP. Unfortunately, we did not receive a response and will continue to use a good faith effort. Please see attached for copies of the email threads showing we did our due diligence.</p>
Demonstrated ongoing MWBE program	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>As a company founded by a woman and single mom, Lakeshore is committed to equal opportunity for all. We have enclosed a partial list of some of the minority-owned and women-owned businesses that we use as vendors. We have enclosed this partial list because our vendor base numbers over 2,000 (and the products and components we carry are well over that number). We would not need to specifically "contract" with another company to fill your order because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times.</p> <p>We strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company's operations can be maintained while enhancing both the nation's economic progress and each individual's progress.</p>

		To that end, Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran–owned business enterprises whenever possible. Please see the attached M/WBE Participation Letter and Good Faith Effort Policy.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization’s current go-to-market strategy in the public sector.</i>	<p>Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the Region 10 ESC Marketing Plan. Our Marketing Director is Brittany Balandis, who is committed to marketing this contract to ensure that Region 10 ESC participating entities’ needs are met.</p> <p>Our marketing staff has extensive experience implementing strategies throughout the country and will be versed in the intricacies of the contract with Region 10. Marketing staff will be trained to use Region 10 ESC as a primary source, and will create and distribute materials that specifically emphasize the benefits of working with Region 10 ESC and Lakeshore.</p> <p>Sales will be monitored from the participating agencies provided they reference the Region 10 ESC contract on their purchase orders. All reported sales will be provided in the form of a Usage Report. Simply provide a Region 10 ESC member list and we will include those members on our reports.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new Region 10 ESC relationship when visiting customers. If requested, we can create targeted flyers that include specific contract details. We can also note the contract in each participating agency’s Lakeshore account. Lakeshore regional managers can also attend any conferences related to Region 10 ESC.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Lakeshore agrees to provide the Lakeshore logo to Region 10 ESC and Equalis Group.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	<p>Lakeshore has the capability to report and track all products and services sold to Region 10 ESC members. We have an in-house IT team of over 40 people that can design, program, and implement reporting tools and analysis for your program to your specifications. Lakeshore does not charge any fees associated with our reports. We would be happy to set up any automated reports that you may need. Members must reference “Per RFP #R10-1164” on all purchase orders. Designated to this contact for reporting is Kelly Brim.</p> <p>Kelly Brim, Contract Reporting Specialist Kelly has over 7 years of experience at Lakeshore Learning Materials and is an expert at understanding and adhering to the contractual reporting requirements. Kelly can be reached by phone at (800) 421-5354 ext. 2597, by fax (310) 537-7990, or by e-mail at bidreporting@lakeshorelearning.com.</p>

		<p>Kelly's responsibilities include:</p> <ul style="list-style-type: none"> Managing executive and ad-hoc reporting utilizing Salesforce, SQL, and other internal systems Setting up and managing all monthly, bi-monthly, quarterly and annual sales reports in connection with contracts to ensure all reports and payments are processed.
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<ul style="list-style-type: none"> Harris County Department of Education / Choice Partners Region 20/PACE Region 8/TIPS Region 19/Allied States Cooperative NCPA (National Cooperative Purchasing Alliance) AEPA Greenbush Mohave NPP MISBO
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>If awarded the contract Lakeshore would be very proactive in announcing the Master Agreement with our current members. "Region 10 ESC" will be lead contract used in discussion with customers.</p> <ul style="list-style-type: none"> Creation and distribution of co-branded press release to trade publications within 7 days of agreement. Release of press release on Lakeshore website immediately after press release is sent to trade publications. Announcement of agreement on Lakeshore social channels with link to press release Further information around contract details and contact information published on website shortly after press release. On-going meetings and calls with Lakeshore-identified key customers throughout the agreement. Development and distribution of best-in-class co-branded marketing materials within first 30 days (pending agreement of all parties). Materials will be reviewed and updated on a regular basis to ensure national team has the latest and greatest materials. Emails to selected customers within first 30 days promoting the agreement directly from their respective sales rep to ensure a personal touch. Emails would then continue on a regular basis to existing customers. Welcome care package mailing to key customers with collateral materials once materials are approved. Mailing of materials and catalogs to all customers to take place after collateral materials have been agreed upon and produced. We would do this on a semi-

		<p>annual basis or more if needed based on business developments (new funding, bonds, etc).</p> <ul style="list-style-type: none"> • Consistent prospecting of new customers via shows, referrals, mailing lists, etc. • Attendance, participation and support of NIGP Annual Forum, National, Regional, and Lakeshore trade shows, conferences and meetings, when possible. Pending availability at each Forum/Event participation in presentations, exhibits, marketing efforts, and other aspects outside of just having a booth. • Participation and creation of first-class ads for placement in national and regional trade publications promoting Lakeshore and Region 10 ESC • Tours of Lakeshore for specific customers that are in the TX area or for partners/customers when they are out in the TX for a show/event.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Lakeshore is proud to have over 75 knowledgeable team members around the United States who comprise our sales force. As the needs of the industry are ever changing, our consultants continue to learn and evolve to meet those needs. You can be confident that your assigned Lakeshore representative, Joe Sosa, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings.</p> <p>The following are the number of salespersons employed in 9 different regions across the U.S:</p> <p>Southern California – 14 salespersons Northwest Region – 9 salespersons New England Region – 5 salespersons Texas/New Mexico – 8 salespersons Midwest – 9 salespersons Northeast – 9 salespersons Southeast – 8 salespersons Mid-Atlantic Region - 8 salespersons Gulf Coast Region – 8 salespersons</p>

PROPOSAL FORM 3: 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 perform the covered services including, 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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LAKESHORE LEARNING MATERIALS, LLC

Trade Name:

Address: 269 STATE RT 18 SOUTH STE A
EAST BRUNSWICK, NJ 08816

Certificate Number: 0095817

Effective Date: July 09, 2001

Date of Issuance: October 19, 2023

For Office Use Only:

20231019161735290

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

SHORT FORM STANDING

**LAKESHORE LEARNING MATERIALS LLC
0450748039**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named NJ Foreign Limited Liability Company (FLC) was registered by this office on Monday, January 3, 2022.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

**REGISTERED AGENTS, INC
FIVE GREENTREE CENTRE STE 104
525 ROUTE 73 NORTH
MARLTON, NEW JERSEY 08053**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
3rd day of January, 2022*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

*Certificate Number : 4158845166
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp*

PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: Lakeshore Learning Materials, LLC

Title of Authorized Representative: Bid Analyst

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

Signature: Christopher Kingston 

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, 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.

Potential Vendor: Lakeshore Learning Materials, LLC

Title of Authorized Representative: Bid Analyst

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

Signature: Christopher Kingston 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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 \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, 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 \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

4/17/24

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

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 Region 10 ESC Participating entities in which work is being performed.

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 of Respondent

4/17/24

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Lakeshore Learning Materials, LLC


ADDRESS 2695 E. Dominguez Street

Carson, CA, 90895

PHONE (800) 421-5354

FAX (310) 537-7990


RESPONDANT

 4/17/24
Signature

Christopher Kingston
Printed Name

Bid Analyst
Position with Company

AUTHORIZING OFFICIAL

 4/17/24
Signature

Christopher Kingston
Printed Name

Bid Analyst
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.


The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm


PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

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 vendor agree? 
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? 
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? 
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
- ☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

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

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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 Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor'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 participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors 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, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor'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 Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$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 contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC 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 Vendor violation and breach of contract terms.

Does vendor agree? *CK*

(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 \$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. Offeror 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 vendor agree?  _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree?  _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor 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, Vendor 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. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Gm

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 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.



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.

Vendor agrees to comply with the above requirements when applicable.

G

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 \$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, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Federal

(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.

Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor 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 vendor agree?  _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree?  _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

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

Does vendor agree?

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree?

(Initials of Authorized Representative)

13. 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 vendor agree?

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies 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 vendor agree?



(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 vendor agree?



(Initials of Authorized Representative)

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

Lakeshore Learning Materials, LLC

Company Name



Signature of Authorized Company Official

Christopher Kingston

Printed Name

Bid Analyst

Title

4/17/24

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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 respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’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, Respondent should certify Respondent’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 Respondent fails to complete any item in this form, Region 10 ESC 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. Access to Records

For All Procurements

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


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

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

Does Respondent agree? 
(Initials of Authorized Representative)

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

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

Does Respondent agree? 
(Initials of Authorized Representative)

2. 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? *GP*
(Initials of Authorized Representative)

3. 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? *GP*
(Initials of Authorized Representative)

4. 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? *GP*
(Initials of Authorized Representative)

5. 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? *GP*
(Initials of Authorized Representative)

6. 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? *GP*
(Initials of Authorized Representative)


7. 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? *GP*
(Initials of Authorized Representative)

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

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

Does Respondent agree? 
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR 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" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC 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. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC 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 on 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 Region 10 ESC 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, Region 10 ESC and Region 10 ESC 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.



4/17/24

Signature of Respondent

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: Lakeshore Learning Materials, LLC

Street: 2695 E. Dominguez Street

City, State, Zip Code: Carson, CA, 90895

Complete as appropriate:

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

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

Name	Address	Interest
Lakeshore Carle Midco, LLC	2695 E. Dominguez Street, Carson, CA, 90895	100%

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

 Christopher Kingston, Bid Analyst
Authorized Signature and Title

4/17/24
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ California

County of Los Angeles

I, Christopher Kingston of the Carson
Name City

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

I am the Bid Analyst of the firm of Lakeshore Learning Materials, LLC
Title Company Name

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

Lakeshore Learning Materials, LLC
Company Name

 Christopher Kingston, Bid Analyst
Authorized Signature & Title

Subscribed and sworn before me

this 18th day of April, 2024

Notary Public of ~~New Jersey~~ California
My commission expires _____, 20____

SEAL

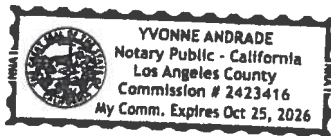
CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of Los Angeles



Subscribed and sworn to (or affirmed) before me on
this 19 day of April, 2024, by
Date Month Year

(1) Christopher Kingston

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

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

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Lakeshore Learning Materials, LLC

Street: 2695 E. Dominguez Street

City, State, Zip Code: Carson, CA, 90895

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors 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)

X

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

A. 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

B. 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.



Christopher Kingston, Bid Analyst

Authorized Signature and Title

4/17/24

Date

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,

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2022 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)										EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 08/31/2024					
SECTION A – TYPE OF REPORT CONSOLIDATED REPORT															
SECTION B – EMPLOYER IDENTIFICATION															
OFS COMPANY ID A024540			EMPLOYER NAME LAKESHORE LEARNING MATERIALS												
ADDRESS 2695 EAST DOMINGUEZ STREET						CITY/TOWN CARSON				STATE CA		ZIP CODE 90895			
SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)															
HQ/ESTABLISHMENT-LEVEL UNIT ID			HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME												
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS						CITY/TOWN				STATE		ZIP CODE			
SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN) 941525814															
SECTION E – EMPLOYER FILING ELIGIBILITY <input checked="" type="checkbox"/> YES (Employer Is Eligible to File) <input type="checkbox"/> NO (Employer Is Not Eligible to File) <input type="checkbox"/> EMPLOYER NO LONGER IN BUSINESS															
SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable) Unique Entity ID (UEI): QMR2KX8DS581 <input type="checkbox"/> YES (Single-Establishment Employer is Federal Contractor) <input checked="" type="checkbox"/> YES (Multi-Establishment Employer is Federal Contractor) <input checked="" type="checkbox"/> YES (Headquarters is Federal Contractor) <input type="checkbox"/> YES (Non-Headquarters Establishment is Federal Contractor) <input checked="" type="checkbox"/> YES (One or More Non-Headquarters Establishments is Federal Contractor)															
SECTION G – NAICS INFORMATION 551114 - Corporate, Subsidiary, and Regional Managing Offices															
SECTION H – WORKFORCE DEMOGRAPHIC DATA															
JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	2	0	16	0	0	0	0	0	7	1	0	0	0	0	26
First/Mid-Level Officials and Managers	43	61	130	23	33	2	1	11	171	19	28	2	1	19	544
Professionals	42	84	70	4	44	1	0	15	75	18	43	2	1	25	424
Technicians	8	4	4	1	5	0	0	3	1	0	2	0	0	0	28
Sales Workers	44	208	51	23	8	1	1	22	448	93	31	1	4	89	1024
Administrative Support Workers	23	137	6	3	12	0	0	5	47	25	29	4	0	12	303
Craft Workers	9	6	9	0	1	0	0	1	0	0	0	0	0	0	26
Operatives	40	4	27	14	0	2	1	12	5	1	0	0	0	1	107
Laborers and Helpers	174	179	111	49	15	3	0	79	69	35	7	0	1	59	781
Service Workers	6	15	4	2	0	0	0	0	7	1	0	0	0	1	36
CURRENT 2022 REPORTING YEAR TOTAL	391	698	428	119	118	9	3	148	830	193	140	9	7	206	3299
PRIOR 2021 REPORTING YEAR TOTAL	286	542	387	100	87	6	1	79	760	160	124	10	9	118	2669
SECTION I – WORKFORCE SNAPSHOT PERIOD 12/17/2022 - 12/31/2022															
SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional) Not Applicable															

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2022 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)			EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 08/31/2024	
SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION				
EMPLOYER IDENTIFICATION				
OFS COMPANY ID A024540		EMPLOYER NAME LAKESHORE LEARNING MATERIALS		
ADDRESS 2695 EAST DOMINGUEZ STREET		CITY/TOWN CARSON	STATE CA	ZIP CODE 90895
CERTIFICATION COMMENTS (optional)				
No Certification Comments Provided				
CERTIFICATION STATEMENT				
<i>"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."</i> Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.				
DATE OF CERTIFICATION				
12/1/2023 1:15 PM [EST]				
EMPLOYER'S CERTIFYING OFFICIAL				
Name of Employer's Certifying Official Kanesha Matthews		Title of Certifying Official HR Operation Manager		
Email Address of Certifying Official KMATTHEWS@LAKESHORELEARNING.COM		Telephone Number of Certifying Official 310-537-8600		
PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING				
Name of Primary POC Kanesha Matthews		Title and Employer of Primary POC HR Operation Manager LAKESHORE LEARNING MATERIALS		
Email Address of Primary POC KMATTHEWS@LAKESHORELEARNING.COM		Telephone Number of Primary POC 310-537-8600		



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2021** to **15-DEC-2024**

LAKESHORE LEARNING MATERIALS
2695 E. DOMINGUEZ STREET
CARSON CA 90810



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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 its 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).



4/17/24

Signature of Procurement Agent

PROPOSAL FORM 18: 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.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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.

* 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

N/A - Lakeshore does not participate in lobbying activities

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

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.

 4/17/24

Signature _____

Christopher Kingston
Printed Name

Bid Analyst _____
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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C-271 POLITICAL CONTRIBUTION DISCLOSURE FORM

~~Required Pursuant To N.J.S.A. 19:44A-20.26~~

Page of

~~Vendor Name:~~

[illegible]☐ Check here if the information is continued on subsequent page(s)

N/A - Lakeshore does not participate in lobbying activities

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.

PROPOSAL FORM 19: 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

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☒ Limited Liability
Corporation

☐ Subchapter S
Corporation

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

Stockholders:

Name: Lakeshore Parent, LLC	Name: Please see attached
Home Address: 2695 E. Dominguez Street Carson, CA, 90895	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>18th</u> day of <u>April</u> , 2 <u>024</u>	 _____ (Affiant)
(Notary Public)	<u>Christopher Kingston, Bid Analyst</u> (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

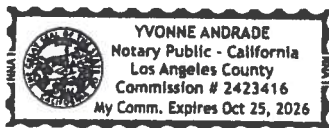
CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of Los Angeles



Subscribed and sworn to (or affirmed) before me on
this 16 day of April, 2024, by
Date Month Year

(1) Christopher Kingston

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

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

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Lakeshore Parent, LLC 10% owners:

Stockholders/Partner/Member and Corresponding Entity Listed in Part II	Home or Business Address
Lakeshore Learning Holdings, Inc.	2695 E. Dominguez Street, Carson, CA 90895
Greene Carle Holdings LLC	11111 Santa Monica Blvd., Ste. 2000, Los Angeles CA 90025

Greene Carle Holdings LLC 10% owners:

Stockholders/Partner/Member and Corresponding Entity Listed in Part II	Home or Business Address
Green Equity Investors VIII, L.P.	11111 Santa Monica Blvd., Ste. 2000, Los Angeles CA 90025
Green Equity Investors Side VIII, L.P.	11111 Santa Monica Blvd., Ste. 2000, Los Angeles CA 90025
LGP Associates VIII-B1 LLC	11111 Santa Monica Blvd., Ste. 2000, Los Angeles CA 90025

*There are no owners of the above entities owning 10% or more interests

Lakeshore Learning Holdings, Inc. 10% owners:

Stockholders/Partner/Member and Corresponding Entity Listed in Part II	Home or Business Address
Michael A. Kaplan	2695 E. Dominguez Street, Carson, CA 90895
Charles P. Kaplan	2695 E. Dominguez Street, Carson, CA 90895

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. 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 outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

4/17/24


Date

 Christopher Kingston, Bid Analyst
Authorized Signature & Title

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM


The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Lakeshore Learning Materials, LLC
Address 2695 E. Dominguez Street
City/State/Zip Carson, CA, 90895
Telephone No. (800) 421-5354
Fax No. (310) 537-7990
Email address biddept@lakeshorelearning.com
Printed name Christopher Kingston
Position with company Bid Analyst
Authorized signature 

Term of contract July 1, 2024 to June 30, 2027

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)
Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1164B

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lakeshore Learning Materials, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 2695 E. Dominguez Street	Requester's name and address (optional)	
6 City, state, and ZIP code Carson, CA 90895		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-			-			
or									
Employer identification number									
9	4		-	1	5	2	5	8	1 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Enice Peterson</i>	Date ► 1/10/2024
-----------	--	-------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1148861

Date Filed:
04/18/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lakeshore Learning Materials, LLC
Carson, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Service Center Region 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R10-1164
Educational School Supplies and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Solomon, Michael	Carson, CA United States	X	
	Farran, Josh	Carson, CA United States	X	
	Chen, Elaine	Carson, CA United States	X	
	Hollis, Kara	Carson, CA United States	X	
	Centazzo, Jennifer	Carson, CA United States	X	
	Whitley, Gary	Carson, CA United States	X	
	Best, Charles	Carson, CA United States	X	
	Palmer, Ray	Carson, CA United States	X	
	Kaplan, David Bo	Carson, CA United States	X	
	Kaplan, Joshua	Carson, CA United States	X	
	Danhaki, John	Carson, CA United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1148861

Date Filed:
04/18/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lakeshore Learning Materials, LLC
Carson, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Service Center Region 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R10-1164
Educational School Supplies and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Christopher Kingston, and my date of birth is 07/22/1992.

My address is 2695 E. Dominguez Street, Carson, CA, 90895, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of California, on the 18th day of April, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CALIFORNIA JURAT**GOVERNMENT CODE § 8202**

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

State of California

County of Los Angeles

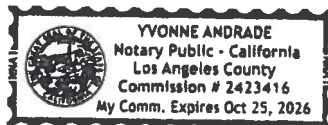
Subscribed and sworn to (or affirmed) before me on
this 19 day of April, 2024, by
Date Month Year

(1) Christopher Kingston

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

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

Signature [Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

AFFIRMATIVE ACTION POLICY

Lakeshore is an equal opportunity/affirmative action employer committed to providing a work environment free from discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, gender identity, marital status, military status, mental or physical disability, legally protected medical condition, pregnancy and related medical conditions, or any other basis protected by applicable law. This policy applies to all areas of employment including, for example, recruitment, hiring, training, promotion, compensation and benefits.

GOOD FAITH EFFORT POLICY

Purpose: Equal Opportunity

It is the intent of Lakeshore Learning Materials ("Lakeshore") to provide equal opportunity to small, minority, and woman-owned businesses ("M/WBE") in various aspects of procurement and to business practices free from unlawful discrimination based on race, sex, color, creed, religion, gender, national origin, ancestry, age, sexual orientation, military status, or the presence of any other basis protected by applicable law. This policy applies to areas of employment including, recruitment and compensation, as well as various aspects of manufacturing, production, and subcontracting.

Definitions

1. Minority and women business enterprises are defined as any financial institution, business, service, contracting business which is solely owned and operated by a minority group member or women or 50% or more of its partners or stockholders are minority group members or women. If the enterprise is publicly owned, the minority members or stockholders must have at least 51% interest and possess control over management, capital and earnings.
2. Small Business Enterprise: A business which meets the definition of minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration.

Procedure

To demonstrate sufficient reasonable good faith efforts to facilitate opportunities for participation by M/WBEs in its projects, when requested and when possible, Lakeshore utilizes one or more of the following:

- A. Contact minority and small business trade associations to determine if they represent potential vendors dealing in the types of materials and services we require and use the services of other available minority community organizations, local state and federal minority and women business assistance offices, and other organizations that provide assistance and placement of M/WBEs
- B. Survey current vendor database up to 3 times a year to determine updates and changes to status of a vendor (e.g., small business, veteran-owned business, service-disabled veteran owned, woman or minority- owned, etc.);
- C. Encourage and assist with (where feasible) the proper M/WBE certification of Lakeshore's vendors;
- D. Specify reasonable, realistic delivery schedules consistent with actual requirements;
- E. Establish specifications, terms and conditions that reflect Lakeshore's actual requirements, which are clearly stated, and do not impose unreasonable or unnecessary contract requirements on a M/WBE;
- F. Provide the M/WBE Good Faith Effort Policy in requests for bids/proposals, when applicable;
- G. Attend outreach conferences;
- H. Perform an analysis to identify portions of work that can be divided and performed by qualified M/WBEs;
- I. Negotiate in good faith with interested M/WBEs, taking into consideration the M/WBEs price and capabilities as well as contract goals and not rejecting a M/WBE's bid without sound reason; and
- J. Utilize the Supplier Diversity Search and Dynamic Small Business Search websites to improve and request sources for all subcontracting categories.

Scope

Compliance with this policy is the responsibility of all Lakeshore employees. Whenever possible, a good faith effort of the adoption of these procedures is taken by Lakeshore to meet the requirements set forth in this good faith effort policy and to encourage M/WBEs to participate in and are given fair opportunity for contract awards.

Summary

Lakeshore strongly believes and demonstrates that profitable, responsible growth and the business success of Lakeshore, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, is a worthy goal. By selecting vendors and service providers on the basis of merit, the effectiveness of the Lakeshore's operations can be maintained while enhancing both the nation's economic progress and that of individuals.

To that end, Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female owned or disabled veteran owned business enterprises, when possible.

April 18, 2024

Education Service Center Region 10
Attn: Mr. Clint Pechacek
400 E Spring Valley Rd
Richardson, TX 75081

RE: M/WBE Participation for Bid #R10-1164 Educational School Supplies and Related Services

Dear Clint Pechacek and Education Service Center Region 10 Staff,

As a company founded by a woman, Lakeshore Learning Materials is committed to equal opportunity. We have enclosed a partial list of some of the minority-owned and women-owned businesses that we use as vendors. We have enclosed this partial list because our vendor base numbers over 2,000 (and the products and components we carry are well over that number). We would not need to specifically "contract" with another company to fill your order because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times.

We strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company's operations can be maintained while enhancing both the nation's economic progress and each individual's progress.

To that end, Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran-owned business enterprises whenever possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Kingston", is positioned above the printed name.

Christopher Kingston
Bid Analyst
Lakeshore Learning Materials

MINORITY VENDORS

Minority business enterprises shall have maximum practical opportunity to participate in the performances of Lakeshore Learning Materials' supply and service contracts.

Marina Graphic Center, Inc.
(WBE)
12901 Cerise Ave
Hawthorne, CA 90250
(310) 970-1777
Contact: Marshall Perkins

Star Bright Books
(WBE)
13 Landsdowne Street
Cambridge, MA 02139
(617) 354-1300
Contact: Jiyoung Ahn

Sunshine FPC, Inc
(MBE)
1600 Gage Road
Montebello, CA 90640
(323) 721-8168
Contact: Margaret Lau

Claridge Products & Equipment Inc.
(WBE)
180 North Sherman Ave.
Corona, CA 92882
(951) 734-6262
Contact: Martin Jr. Quiroz

Free Spirit Publishing Inc.
(WBE)
6325 Sandburg Road
Golden Valley, MN 55427
(949) 249-2107
Contact: Deb Meyer

Lee & Low Books Inc.
(MBE)
95 Madison Ave. Suite 1205
New York, NY 10016
(212) 779-4400
Contact: John Man

Montenegro, Inc.
(MBE)
25 E. Main St. Suite 205
Roselle, IL
(630) 894-0350
Contact: Fernando Fabela

Sterling Medical Products, Inc
(WBE)
14 Rancho Circle
Lake Forest, CA 92630
(800) 966-3342
Contact: Carrie Woodburn

From: [Austin Liao](#)
To: info@absolute-saa.com
Subject: RE: Lakeshore subcontractor
Date: Friday, April 19, 2024 2:18:00 PM
Attachments: [image001.png](#)

Dear Absolute Solutions and Associates, LLC, DBA Absolute Solutions and Associates,

Please be advised that due to a lack of response by the due date of 4/19/2024, we will unfortunately not be able to use your services and/or products at this time.

We will keep your information on file and hope to partner on an opportunity at another time.

Thank you,

Austin Liao
Vendor Management
Lakeshore Learning Materials
2695 E. Dominguez St.
Carson, CA 90895
Phone: (310) 537-8600 ext. 2916
Email: aliao@lakeshorelearning.com



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If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.*

From: Austin Liao
Sent: Wednesday, April 17, 2024 12:39 PM
To: 'info@absolute-saa.com' <info@absolute-saa.com>
Subject: Lakeshore subcontractor

Dear Absolute Solutions and Associates, LLC, DBA Absolute Solutions and Associates,

Our company is looking for possible M/WBE subcontractors to work alongside bid for Education Service Center, Region 10 ("Region 10 ESC") – RFP# R10-1164 - Educational School Supplies and Related Services

We are currently looking for subcontractors for the following products:

- AJAX – Ajax Oxygen Bleach Powder Cleanser, 21oz Can
- HAND SCRUB BRUSH – 6" Hand scrub brush
- TOILET SEAT COVERS – PK OF 250

Our company will be looking for M/WBE subcontractors within the next couple of business days. If

you are interested in providing the above listed products or services, please contact me and provide a quote for these items by 4/19/24, 2pm PST.

Thank you,

Austin Liao

Vendor Management

Lakeshore Learning Materials

2695 E. Dominguez St.

Carson, CA 90895

Phone: (310) 537-8600 ext. 2916

Email: aliao@lakeshorelearning.com



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From: [Austin Liao](#)
To: hduke@ccssupply.com
Subject: RE: Lakeshore subcontractor
Date: Friday, April 19, 2024 2:17:00 PM
Attachments: [image001.png](#)

Dear Contract Cleaners Supply, Inc.,

Please be advised that due to a lack of response by the due date of 4/19/2024, we will unfortunately not be able to use your services and/or products at this time.

We will keep your information on file and hope to partner on an opportunity at another time.

Thank you,

Austin Liao
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From: Austin Liao
Sent: Wednesday, April 17, 2024 12:39 PM
To: 'hduke@ccssupply.com' <hduke@ccssupply.com>
Subject: Lakeshore subcontractor

Dear Contract Cleaners Supply, Inc.,

Our company is looking for possible M/WBE subcontractors to work alongside bid for Education Service Center, Region 10 ("Region 10 ESC") – RFP# R10-1164 - Educational School Supplies and Related Services

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Thank you,

Austin Liao

Vendor Management

Lakeshore Learning Materials

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From: [Austin Liao](#)
To: michelle@targetoffice.com
Subject: RE: Lakeshore subcontractor
Date: Friday, April 19, 2024 2:17:00 PM
Attachments: [image001.png](#)

Dear Target Office Products Inc.,

Please be advised that due to a lack of response by the due date of 4/19/2024, we will unfortunately not be able to use your services and/or products at this time.

We will keep your information on file and hope to partner on an opportunity at another time.

Thank you,

Austin Liao
Vendor Management
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From: Austin Liao
Sent: Wednesday, April 17, 2024 12:33 PM
To: michelle@targetoffice.com
Subject: Lakeshore subcontractor

Dear Target Office Products Inc.,

Our company is looking for possible M/WBE subcontractors to work alongside bid for Education Service Center, Region 10 ("Region 10 ESC") – RFP# R10-1164 - Educational School Supplies and Related Services

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Thank you,

Austin Liao

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From: [Austin Liao](#)
To: sales@maxonsupplies.com
Subject: RE: Lakeshore subcontractor
Date: Friday, April 19, 2024 2:17:00 PM
Attachments: [image001.png](#)

Dear Maxon Supplies LLC dba/New Jersey Safety Equipment, DBA New Jersey Safety Equipment,

Please be advised that due to a lack of response by the due date of 4/19/2024, we will unfortunately not be able to use your services and/or products at this time.

We will keep your information on file and hope to partner on an opportunity at another time.

Thank you,

Austin Liao
Vendor Management
Lakeshore Learning Materials
2695 E. Dominguez St.
Carson, CA 90895
Phone: (310) 537-8600 ext. 2916
Email: aliao@lakeshorelearning.com



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From: Austin Liao
Sent: Wednesday, April 17, 2024 12:32 PM
To: 'sales@maxonsupplies.com' <sales@maxonsupplies.com>
Subject: Lakeshore subcontractor

Dear Maxon Supplies LLC dba/New Jersey Safety Equipment, DBA New Jersey Safety Equipment,

Our company is looking for possible M/WBE subcontractors to work alongside bid for Education Service Center, Region 10 ("Region 10 ESC") – RFP# R10-1164 - Educational School Supplies and Related Services

We are currently looking for subcontractors for the following products:

- AJAX – Ajax Oxygen Bleach Powder Cleanser, 21oz Can
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- TOILET SEAT COVERS – PK OF 250

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you are interested in providing the above listed products or services, please contact me and provide a quote for these items by 4/19/24, 2pm PST.

Thank you,

Austin Liao

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From: [Austin Liao](#)
To: sales@pabco.com
Subject: RE: Lakeshore subcontractor
Date: Friday, April 19, 2024 2:17:00 PM
Attachments: [image001.png](#)

Dear Pabco Industries LLC.,

Please be advised that due to a lack of response by the due date of 4/19/2024, we will unfortunately not be able to use your services and/or products at this time.

We will keep your information on file and hope to partner on an opportunity at another time.

Thank you,

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From: Austin Liao
Sent: Wednesday, April 17, 2024 12:37 PM
To: sales@pabco.com
Subject: Lakeshore subcontractor

Dear Pabco Industries LLC.,

Our company is looking for possible M/WBE subcontractors to work alongside bid for Education Service Center, Region 10 ("Region 10 ESC") – RFP# R10-1164 - Educational School Supplies and Related Services

We are currently looking for subcontractors for the following products:

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SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore Learning Materials, LLC, a California Limited Liability Company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on January 6, 2023; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that

Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Jennifer Doran, be, and she hereby is, appointed and designated as Director - Bid & Contracts, Rafael Muro, be, and he hereby is, appointed and designated as Bid Operations Manager, Eunice Peterson, be, and she hereby is, appointed and designated Bid Manager, Mariel Briones, be, and she hereby is, appointed and designated as Bid Administration Manager, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, and Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Kyle Ferguson-Owens, be, and she hereby is, appointed and designated as Bid Analyst, and Christopher Kingston, be, and he hereby is, appointed and designated as Bid Analyst, and Lizbeth Borja, be, and she hereby is, appointed and designated as Bid Analyst, and Jason Shamburg, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 17th day of April, 2024.



Bo Kaplan
Secretary

