



East Texas Council of Governments (ETCOG)

Teaching Aids, Materials Equipment & Supplies

CONTRACT# CTAMS2425

This contract is between

EAST TEXAS COUNCIL OF GOVERNMENTS (ETCOG)
3800 Stone Road
Kilgore, Texas, 75662

and

Lakeshore Learning (VENDOR)
2695 E Dominguez Street
Carson, CA 90895

ETCOG enters into the contract as the Agent for COGWorks Participating Members, hereinafter referred to as MEMBERS. (Membership in COGWORKS encompasses, but not limited to, a multi-regional area consisting of fourteen (14) counties, 78 cities, 45 ISDs, and 14 special districts.)

PURPOSE:

This contract is for the procurement of **Teaching Aids, Materials, Equipment & Supplies** on an 'as-needed' basis on behalf of ETCOG and participating members.

SCHEDULE:

Legal Agreement		4 pages
Attachment A	Terms & Conditions	1 page
Attachment B	Bid Submission Form	1 page
Attachment C	Program Requirements	4 pages
Attachment D	Essential Clauses & Certifications	5 pages
Attachment E	Conflict of Interest questionnaire Form	1 page
Attachment F	Customer Service Creed	1 page

CONTRACT PERIOD:

This contract is effective 4/1/2025 or as of last signature and expiring 3/31/2026. No option years included.

NON-EXCLUSIVE CONTRACT:

This agreement is not to be construed as an exclusive agreement and does not establish the VENDOR as the sole supplier. Similar agreements may be made with other VENDORS for similar or same items.

AMENDMENTS:

A request for amendment to award price/discount must be submitted in writing to ETCOG allowing 60 days for review. Any change will not be effective until the documented amendment is signed by both parties

Unilateral amendments to the contract to incorporate administrative changes, provided changes do not alter the general scope of the contract and the changes have no cost impact on the VENDOR may be made by ETCOG.

QUOTES

All costs, including but not limited to cost of product/equipment/service, delivery, setup/installation, credit/service charge, shall be included in all quotes.

TERMS AND CONDITIONS (Attachment A):

As provided in the bid documents, VENDOR understands, agrees, and will comply with the Terms and Conditions of this agreement.

DISCOUNTED PRICING (Attachment B):

Bid Submission Form provides pricing terms, discounts, and allowances. Any changes to the awarded terms require a bilateral amendment.

PROGRAM REQUIREMENTS (Attachment C):

The VENDOR shall adhere to the program requirements as reflected in the procurement documents.

ESSENTIAL CLAUSES AND CERTIFICATIONS (Attachment D):

Previously executed and submitted with Bid, VENDOR certified that statements acknowledged, to be true and affirmed by original signature of an authorized official or representative with full signing authority: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax. Furthermore, respondent must also be in full agreement and compliance of general essential clauses.

CONFLICT OF INTEREST: (Attachment E)

Previously executed and submitted with bid, VENDOR understands and will comply with Local Government Code § 176.001:

*** A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/lq.176.htm> ***

LIMITATION OF VENDOR'S LIABILITY:

Except as specified in any separate writing between the VENDOR and a MEMBER, VENDOR'S total liability under this contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify ETCOG is limited to the price of the particular products/services sold hereunder, and VENDOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted.

In no event will VENDOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. VENDOR understands and agrees that it shall be liable to repay and shall

repay upon demand to MEMBER any amounts determined by ETCOG, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this contract.

To the extent VENDOR indemnifies MEMBERS for claims arising from products being sold to MEMBERS, VENDOR'S indemnification obligations shall be limited to claims made within 48 hours of delivery for shortages and defects. Special orders, food products, dated items such as calendars and cleaning or toiletry items cannot be returned under the terms of this contract. All returns must be preapproved by the VENDOR. VENDOR will pass through to MEMBERS, to the extent permissible under applicable law, all indemnities VENDOR receives from its suppliers with respect to such products. In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, including without limitation damages for lost data, or lost profits, even if that party has been advised as to the possibility of such damages.

LIMIT OF ETCOG'S LIABILITY AND INDEMNIFICATION OF ETCOG

ETCOG's liability under this contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will ETCOG be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. VENDOR agrees to the extent permitted by law, to defend and hold harmless ETCOG, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of VENDOR's negligent act or omission under this contract. VENDOR shall notify ETCOG of the threat of lawsuit or of any actual suit filed against VENDOR relating to this contract.

PERFORMANCE

During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

- 1) The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, ETCOG and the VENDOR will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
- 2) If parties are unable to resolve the issue in a timely manner, as specified above, either ETCOG or VENDOR may escalate the resolution of the issue to a higher level of management. The VENDOR will have thirty (30) calendar days to cure an outstanding issue.
- 3) Notwithstanding the existence of a dispute, the VENDOR must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the VENDOR fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by ETCOG and/or its MEMBERS as a result of such failure to proceed will be borne by the VENDOR.

DEFAULT AND REMEDIES

Either of the following constitutes cause to declare this contract, or any MEMBER order under this Contract, in default:

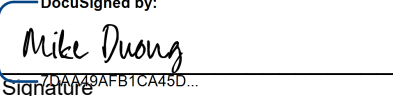
- 1) Nonperformance of contractual requirements, or A material breach of any term or condition of this Contract.
- 2) Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

- 3) If the default remains after the opportunity for cure, the non-defaulting party may: Exercise any remedy provided by law or equity, or Terminate the Contract or any portion thereof, including any orders issued against the Contract.

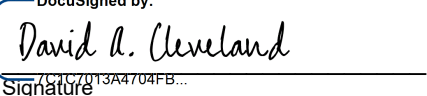
LEGAL AUTHORITY:

VENDOR and ETCOG warrant and represent to each other that they have adequate legal counsel and authority to enter into this contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this contract and bind the parties to the terms of this contract and any subsequent amendments thereto.

Lakeshore Learning

DocuSigned by:	
 7DAA49AFB1CA45D... Signature	4/1/2025 _____ Date
Mike Duong _____ Name	Vice President, Sales Operations _____ Title

East Texas Council of Governments

DocuSigned by:	
 7C1C7013A4704FB... Signature	5/19/2025 _____ Date
David A Cleveland _____ Name	Executive Director _____ Title

EAST TEXAS COUNCIL OF GOVERNMENTS GENERAL TERMS & CONDITIONS

- A. ETCOG and programs served, and all participating member governments reserve the right for any contract or service agreement resulting from this discount bid to be contingent upon the continued availability of funding.
- B. ETCOG reserves the right to accept or reject any bid submission received, as well as cancel the bid, vary, or waive any provisions set forth in this discount bid if deemed in the best interests of ETCOG and participating member governments.
- C. This discount bid does not commit or obligate ETCOG or any participating member governments to allow any costs incurred in the preparation of a bid proposal.
- D. Conflict of interest is a serious issue. Vendors must sign and submit 'Conflict of Interest' form (Appendix I).
- E. COGWORKS reserves the right to have final say in any resulting bid award to include any terms & conditions, essential clauses, and/or certifications referenced in this discount bid on behalf of participating membership.
- F. The bid submission must have original signatures of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.
- G. Vendors should not include proprietary information or trade secrets. Information submitted may be subject to disclosure under the Texas Open Records Act, it will be the responsibility of the Vendor to seek an exemption from disclosure and file any necessary documents with the Attorney General.
- H. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to the lead agency, ETCOG's Executive Director, within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG's protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.
- I. All programs and employees under the auspices of ETCOG are in compliance with EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.



February 3, 2025

East Texas Council of Governments / COGWORKS Purchasing Cooperative
Attn: Christine Weems, Strategic Procurement
3800 Stone Road
Kilgore, TX 75662

RE: Bid No. CW-CTAMS2425 for Teaching Aids, Materials, Equipment & Supplies 2425

Dear Christine Weems and East Texas Council of Governments Staff,

Thank you for providing Lakeshore Learning Materials the opportunity to respond to Bid #CW-CTAMS2425 for Teaching Aids, Materials, Equipment & Supplies 2425. 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 ETCOG / COGWORKS:

- 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
- Debris Removal

Must reference, "Per Bid #CW-CTAMS2425" 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.

SAMPLES

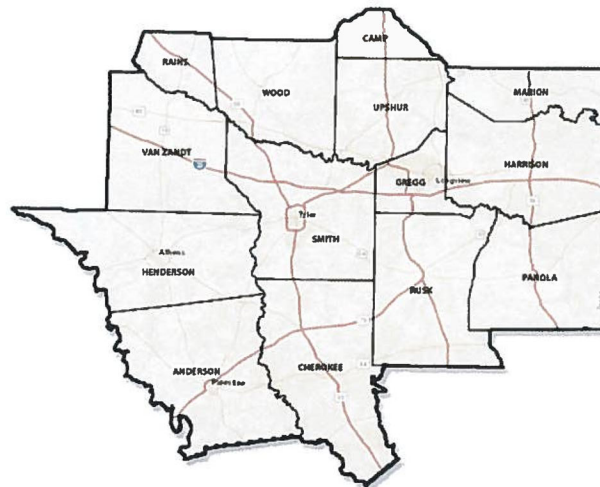
If awarded, Lakeshore Learning Materials will be more than happy to provide samples upon request.



INTERLOCAL DOCUMENTATION

As part of our offer to become a participating member in the COGWORKS program, Lakeshore shall provide furniture, supplies, equipment, learning materials, and services to the following eligible entity types located within the pictured east Texas counties:

- Cities, Towns, Counties, and other Local Governments
- Political Subdivisions and Planning Commissions
- Schools, School Districts, Colleges, and Universities
- Emergency Medical Services and Fire Districts
- Hospitals and Hospital Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Utility Districts
- Special Districts
- State Agencies
- Nonprofit 501(c)(3) Corporations



Lakeshore®



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 ETCOG / COGWORKS'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 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

Lakeshore®



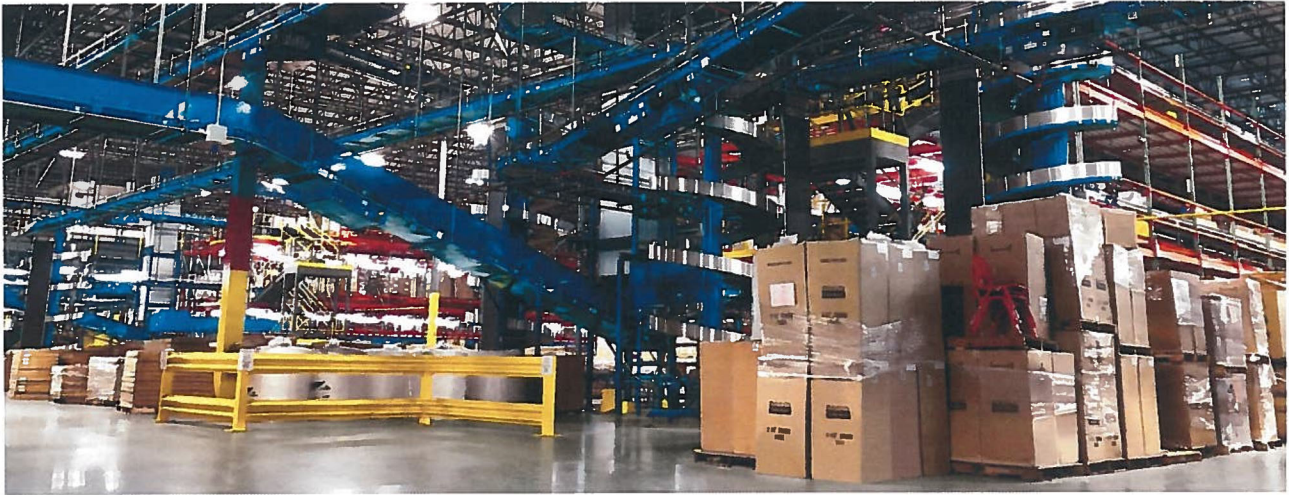
INSTALLATION PROCEDURE

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
- Debris Removal

*Provided for orders of \$20,000 or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations.

Lakeshore®



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.

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.



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 assists 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 former educators, 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.



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 CN 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**

ORDER PROCEDURE

When Lakeshore receives a purchase order from East Texas Council of Governments, your dedicated Lakeshore Sales Support Specialist, Mayra Gutierrez, will contact ETCOG / COGWORKS 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 ETCOG / COGWORKS 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.



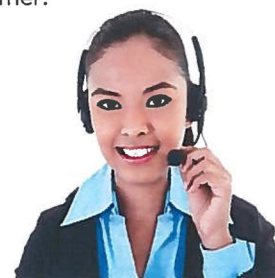
- **Lifetime warranty** on premium-quality classroom furniture, tables and desks, chairs, and cots
- **10-year warranty** on Classroom Carpets
- **5-year warranty** on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs
- All other items receive a full-year warranty (unless otherwise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

Department: Lakeshore Learning Materials - Customer Service Address:
2695 E. Dominguez St., Carson, CA 90895
Phone: (800) 428-4414
Fax: (310) 537-4261
Email: 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.

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



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 President/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 high school and much more.



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.

Lakeshore®

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.

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.



Mississippi Department of Human Services - Based in Jackson, Mississippi, the Department of Human Services reached out to Lakeshore for support with the state's summer learning programs. Specifically, we collaborated in the development of customized STEAM Project-Based Learning Kits and Hand-On Materials Kits for K-Gr. 2 and Gr. 3-5. The kits and materials were customized to meet specific program objectives and provided educators and students alike with a variety of opportunities to explore the subject matter in ways that encouraged research, discussion and creative presentations. The kits were also supported by professional development so that trainers had the background information they needed to support instruction and implement the activities in thousands of classrooms.

Agenda for Children - Based in New Orleans, Louisiana, Agenda for Children selected Lakeshore as their partner to provide educational kits and teacher training to support the transformation of outdoor spaces into vibrant learning and exploration areas across multiple early childhood centers. We worked hand in hand with their leadership team to customize the materials they needed, and also supported the project with a customized, easy-to-use website that made the ordering process as seamless as possible.

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.

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.

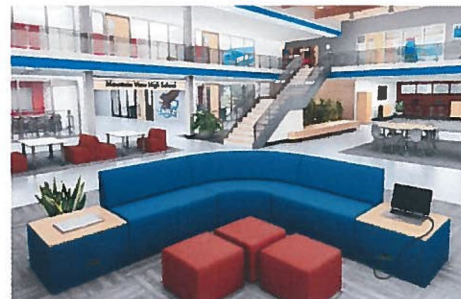
Flex-Space

- 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 Engage Modular Furniture

- Flex-Space line for Middle and High School students!
- It's 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!



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



Lakeshore®

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



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



Lakeshore®

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



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 to 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

Jose Ramirez, Territory Representative

Jose'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 Jose by phone at (800) 421-5354 ext. 2360, by fax at (310) 537-7990 or by e-mail at josramirez@lakeshorelearning.com.

Mayra Gutierrez, Sales Support Specialist

Mayra 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 Mayra by phone at (800) 421-5354, ext. 2988, by fax at (310) 537-7990 or by e-mail at mgutierrez@lakeshorelearning.com.

Susan Dykgraaf, Director of Learning Environments

Susan brings 19 years of educational experience as a special education teacher and school district instructional specialist working with teachers in K-12th grade. Susan gained her bachelor's degree in interdisciplinary studies and a master's degree in Curriculum and Instruction. Susan has been with Lakeshore for 6 years. Her responsibilities include personally servicing school districts and architect and design firms in her respective areas of the Texas/New Mexico region to ensure that each customer's needs are met and that they receive superior service and high-quality educational products. She bridges her educational experience and furniture knowledge to partner with you in creating engaging 21st century spaces. You can reach Susan by phone at (469) 990-7844, by fax at (310) 537-7990 or by e-mail at sdykgraaf@lakeshorelearning.com.

Jared Weston, Vice President of Inside Sales & Professional Services

Jared has 9 years of experience at Lakeshore. Jared is passionate about supporting educators with both high-quality resources and professional development. He is responsible for managing the Inside Sales Department as well as Lakeshore's Professional Services Group (PSG). He ensures that all customers are receiving the best possible service. You can reach Jared by phone at (618) 978-1325, by fax at (310) 537-7990 or by e-mail at jweston@lakeshorelearning.com.

In addition, Lakeshore's Bid Department is also available to ensure the completion of this project. Bid Operations Manager Rafael Muro, Bid Manager Eunice Peterson, and Bid Analyst Kyle Ferguson-Owens 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 Jose Ramirez at (800) 421-5354 ext. 2360 or josramirez@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 blue ink handwritten signature of Lizbeth Borja.

Lizbeth Borja
Bid Analyst
Lakeshore Learning Materials, LLC

BID SUBMISSION SHEET**Teaching Aids, Materials, Equipment, & Supplies 2425****Vendor/Company Name:** Lakeshore Learning Materials, LLC

This is a 'Multi-Award' procurement process and submitted pricing is expected to be the most competitive offered by participating Vendors which must be given to all COGWORKS participating membership, including ETCOG as a participating member, for a twelve (12) month period from the date of any resulting contract. In full disclosure, all submitted bid pricing, MSRP discounts, and product/service details will be posted on the COGWORKS website and accessible for all COGWORKS participating membership, competing vendors/retailers, and the general public to view.

Vendor/Company Name: Lakeshore Learning Materials, LLC**Competitive Pricing:** 5% Discount with Free Shipping on all orders in the contiguous United States MSRP % off N/A (if applicable)**Exceptions:** Discounts are not applicable to sale items.**Advantages:** N/A**Territory Served** All regions of ETCOG**PLEASE CHECK ALL THAT APPLY:**☒ Instructional/Teaching Materials☒ Educational Books, K-12☒ Classroom Equipment & Supplies☒ Educational Toys☒ Sensory Items☐ Educational Videos☒ Miscellaneous: Lakeshore is a full-service partner who can provide classroom furniture, design services, delivery services, installation services, professional development services, classroom and instructional materials, and more!

NOTE: Awarded Vendors will deal directly with participating members for their specific purchase requirements and needs, any required certificates/documentation i.e., bonds/insurance, (etc.) and for **payment** of goods and/or services procured by participating member.

PROGRAM REQUIREMENTS

VENDOR understands:

They will submit bid discounts and or pricing for products and services offered in this discount bid process;

1. They may indicate discount variables, percentage ranges, exceptions, and service territories on the 'Multi-Vendor Award Bid Submission Sheet'
2. A 'COGWorks Participating Members' listing will be provided to awarded VENDORS upon notice of award and all submitted discounts and pricing may only be offered to the members on the referenced listing which will be updated as membership grows throughout the term of any bid award.
3. In the event, an entity who is not listed on a 'COGWorks Participating Members' listing tries to procure products and/or services please contact the bid facilitator, Christine Weems, at christineweems@etcog.org to verify their membership before proceeding with a sale at COGWorks awarded pricing.
4. Submitted bid discounts, pricing, and service terms will be guaranteed for twelve (12) months and provided to all COGWorks Members equally, regardless of size and location.
5. Product or merchandise delivery charges - freight, inside delivery, installation, are to be included in bid pricing. Delivery will be F.O.B. Designation.
6. A packing list is to be provided to the appropriate business office of the ordering participating member.
7. Product or merchandise purchases and suitable shipping documents shall accompany each shipment and show:
 - a. Name and address of VENDOR;
 - b. Name and address of receiving department;
 - c. The ordering entity Purchase Order number; and,
 - d. Description of the product or merchandise shipped, including item numbers, quantity, number of containers and package number.
8. Samples may be requested from VENDORS for testing by COGWorks or participating member governments. Samples that fail testing shall be sufficient reason to reject a bid or a bid item or constitute cancellation/reimbursement of product orders.

9. VENDOR warrants any goods furnished to participating membership will conform to any applicable specifications, drawings, and descriptions offered by VENDOR in a submitted bid offer, and any sample(s) furnished by VENDOR. In the event a conflict between submitted specifications, drawings, descriptions, and samples occur, the participating MEMBER will have final say.
10. VENDOR shall not limit or exclude any implied warranties of products/services offered and attempt to do so may render this contract voidable at the option of the MEMBER.
11. Continuing non-performance of VENDOR in terms of products/services offered shall be a basis for the termination of any contract award term. Cancellation by any participating membership may be made upon thirty (30) calendar days written notice to the awarded VENDOR;
12. Participating membership shall not pay for work, equipment, or supplies which are unsatisfactory. VENDOR will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
13. VENDOR must provide references upon request by participating members at any time during the bid process and at any time during the award term period.
14. W-9 must be provided upon request from participating members.
15. Any questions regarding this bid should be directed to COGWorks, Christine Weems by email at Christine.weems@etcog.org or by phone at 903-218-6479.

VENDOR PARTICIPATION

Please go to https://www.COGWorks.org/vendor_registration and register now to become a COGWorks VENDOR. You must register online to find and participate in bidding opportunities as they become available.

Please contact Christine Weems at Christine.weems@etcog.org or by phone at 903-218-6479 for assistance if needed.

VENDOR PARTICIPATION FEES

COGWORKS VENDOR must pay a \$25.00 fee for every bid processed at the time of bid submission by going to the COGWORKS website at <https://www.cog-works.org/payments> to do so.

In addition, VENDOR will pay a 3% fee imposed on any orders placed by COGWORKS participating members which will be paid to ETCOG on a 'Quarterly' basis.

To ensure proper payment it is imperative to indicate vendor company name and bid category name at the time of submitting a bid to ensure proper payments are logged

accordingly, as well as provide the same information for Quarterly 3% payments for the same reason..

VENDOR INVOICES AND PAYMENT

Awarded VENDORS will submit invoices directly to the participating member placing the order for products/services.

Payments will be processed after a participating MEMBER'S business office has been notified the items have been received in good condition and shipments are complete.

Invoices must detail the items delivered and must reference the participating member's purchase order number for speed in processing.

Payment is NET30 unless otherwise advised by a participating MEMBER.

(ETCOG purchases only)

ETCOG purchases for products/services are **NET30** upon receipt of invoice by the ETCOG Operations/Finance department. Email invoices to a.p@etcog.org.

MEMBERSHIP ELIGIBLE FOR PARTICIPATION

VENDOR understand the following entities are 'eligible' to become a participating member in the COGWORKS program upon receipt of their required 'Interlocal' documentation.

- Cities, Towns, Counties, and other Local Governments
- Political Subdivisions and Planning Commissions
- Schools, School Districts, Colleges, and Universities
- Emergency Medical Services and Fire Districts
- Hospitals and Hospital Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Utility Districts
- Special Districts
- State Agencies
- Nonprofit 501(c)(3) Corporations

Note: VENDORS may also visit <https://www.cog-works.org/participating-members> for a listing of ETCOG member counties and cities.

ETCOG REGIONAL MAP

Source: <https://www.etcog.org/membership>

ESSENTIAL CLAUSES AND CERTIFICATIONS

(where applicable)

The following essential clauses and certification statements must be acknowledged and affirmed by original signature of an authorized official or representative with full signing authority to affirm respondent's standing in regard to: (1) certification for lobbying, (2) certification for debarment, (3) certification for Texas Corporate Franchise Tax, and furthermore, respondent must also be in full agreement and compliance of general essential clauses. **Failure to return any pages requiring authorized signature(s) may cause bid submission or proposal to be null and void.**

Funding Out

Funding is contingent upon the continued availability of funds as appropriated by state and/or federal sources. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, Vendors will not hold liable ETCOG for payment or damages other than payment owed to Vendors for service already provided at the time of said notice.

Equal Opportunity

ETCOG is an equal opportunity employer. All programs under the auspices of the ETCOG are equal opportunity entities. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

Antitrust

Neither Vendors nor firm, corporation, partnership, or institution represented by Vendors or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this REQ either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this IFB.

Restrictions on the use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, the Proposer certifies that the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). Revised 8-16-2024.

Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: (1) Procure or obtain, (2) Extend or renew a contract to procure or obtain, or (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment or services means any of the following: i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary

or affiliate of such entities). iii. Telecommunications or video surveillance services provided by such entities or using such equipment. iv. 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

Conflict of Interest Questionnaire (p. 15)

Chapter 176 of the Texas Local Government Code requires Vendors and consultants contracting or seeking to contract with ETCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an officer of ETCOG or an officer's close family member. The CIQ must be completed and filed with the bid/quote response if an employment or business relationship defined in the law exists.

Abandonment or Default

If the successful Vendors defaults on a contract resulting from this IFB, ETCOG reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Vendors will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials

produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Liability for Property Damage

Successful Vendors shall be liable for all damages to ETCOG owned, leased, or occupied property and equipment caused by Vendors and its employees, agents, subcontractors, and suppliers, including delivery or cartage company, in connection with any performance pursuant to a Contract as a result of this IFB. The Vendors shall notify ETCOG Contract Manager in writing of any such damage within one (1) calendar day.

Limitation on Authority; No Other Obligations

Vendors shall have no authority to act for or on behalf of ETCOG except as expressly provided for in a contract or agreement resulting from this IFB; no other authority, power, or use is granted or implied. Successful Vendors may not incur any debts, obligations, expenses, or liabilities of any kind

on behalf of ETCOG.

Liability for Taxes

Successful Vendors represents and warrants that it shall pay all taxes or similar amounts from any contract or agreement resulting from this IFB, including, but not limited to, any federal, State, or local income, sales, or excise taxes of successful Vendors or its employees. ETCOG shall not be held liable for any taxes resulting from the Successful Vendors executing the performance of any contract or agreement.

Force Majeure

Neither Vendors nor participating membership shall be liable to the other for any delay in, or failure of performance, of any requirement included in a contract resulting from this bid caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Texas State Sales and Use Tax

Pursuant to § 2155.004, Government Code, a state agency may not accept a bid proposal or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless: the individual or business entity holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

The undersigned (p. 14) for the above individual or entity conditions, certifies they:

☒ Hold a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's, or entity's business in this state; or does not sell tangible personal property or services that are subject to the state and local sales and use tax;

☐ Do not sell tangible personal property or services that are subject to the state and local sales and use tax.

Texas Corporate Franchise Taxes

Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for-profit corporations that are delinquent in making state franchise tax payments.

The undersigned (p. 14) certifies that the designation marked below applies to its business entity:

☒ The entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas. Limited Liability Company

☐ The entity is a for-profit ~~corporation~~ and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned (p. 14) certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrant awards, subgrants, and grant awards under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government- wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned (p. 14), certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
2. Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

REQUIRED**SIGNATURE PAGE****ACKNOWLEDGEMENT OF ESSENTIAL CLAUSES AND CERTIFICATIONS**

The Essential Clauses and Certifications are a material representation of fact upon which reliance is placed when entering into any contract or service agreement resulting from this 'Multi-Award' procurement for COGWORKS participating membership to include ETCOG.

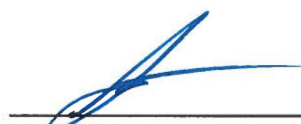
The return of these required documents signed by an authorized representative of the Vendor are prerequisites for finalizing the award and must be returned with the bid submission. Failure to return this signature page will deem a submission null and void.

VENDOR SIGNATURE

The undersigned hereby certifies and warrants that he/she has been fully authorized to execute this bid submission on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

Lakeshore Learning Materials, LLC

Vendor/Company Name



SignatureFebruary 3, 2025

Date

Lizbeth Borja, Bid Analyst

Printed Name and Title of Authorized Representative

biddept@lakeshorelearning.com

Email

IMPORTANT: Vendor must return this page fully executed and complete with proper signatures and signature dates for current/active Bid process or the submitted bid will be marked 'Rejected/No Bid' due to non-compliance.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.**Lakeshore Learning Materials, LLC**

2 ☒ **N/A** Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.**None**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No **N/A**

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No **N/A**

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☒ **N/A** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  **Lizbeth Borja, Bid Analyst**
Signature of vendor doing business with the governmental entity

February 3, 2025

Date

EAST TEXAS COUNCIL OF GOVERNMENTS



CUSTOMER SERVICE CREED

Look for a way to say "yes" to the customer within appropriate legal and ethical boundaries.

Strive to exceed customer expectations.

Listen to the customer first; confirm the message and facilitate a solution if requested by the customer.

Approach work with a positive attitude, always looking for ways to improve our service.

Be a candid, kind and encouraging member of the team.

Apply the 4-way test to the things we think, say, or do:

1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill and better friendships?
4. Will it be beneficial to all concerned?

ORGANIZATIONAL OBJECTIVE

ETCOG pledges all of its resources to be a solutions provider for our members and the citizens of the East Texas region.