

TIPS VENDOR AGREEMENT

Between Lakeshore Equipment Company dba Lakeshore Learning Materials and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200601 Consulting and Other Related Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement 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 shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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 Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, the end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Solicitation's Anticipated Award Date, published in the Solicitation, plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall*

be May 31, 2024.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the

legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be

construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member’s property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded 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 TIPS Member’s discretion. Awarded 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. **Safety measures:** Awarded 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. Awarded Vendor shall post warning signs against all hazards created by the 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.

Safety Measures

Awarded 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. Awarded vendor shall post warning signs against all hazards created by the 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.

Smoking

Persons working under Agreement shall adhere to the TIPS Member’s or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor’s names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer,

shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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 order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by

either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried

by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200601 Consulting and Other Related Services

Company Name Lakeshore Equipment Company dba Lakeshore Learning Materials

Address 2695 E. Dominguez Street

City Carson State CA Zip 90895

Phone (800) 421-5354 Fax (310) 537-7990

Email of Authorized Representative biddept@lakeshorelearning.com

Name of Authorized Representative Malissa Ramos

Title Bid Analyst


Signature of Authorized Representative 

Date 7/14/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 9/24/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200601 Addendum 1 Lakeshore Learning Materials Supplier Response

Event Information

Number: 200601 Addendum 1
Title: Consulting and Other Related Services
Type: Request for Proposal
Issue Date: 6/4/2020
Deadline: 7/24/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Lakeshore Learning Materials Information

Address: 2695 E. Dominguez St.
Carson, CA 90895
Phone: (800) 421-5354
Fax: (310) 537-7990
Toll Free: (800) 421-5354

By submitting your response, you certify that you are authorized to represent and bind your company.

Malissa Ramos

Signature

Submitted at 7/22/2020 5:05:43 PM

biddept@lakeshorelearning.com

Email

Supplier Note

Discount Structure for Supplemental Materials: 5% discount and FREE shipping on all orders within the contiguous U.S. Discount is not applicable to sale items. Please reference "Per RFP #200601" on all purchase orders. To coordinate a training session or request professional development services, please contact your PSG Inside Partner, Linh Vo at (800) 421-5354 x2388 or via email at psg@lakeshorelearning.com.

Requested Attachments

Vendor Agreement

200601 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200601 Agreement_Signature_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200601 Pricing_form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200601 Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

References

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Lakeshore Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty Flyer.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

Lakeshore Supplementary Documents.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Lakeshore_Logo_2020.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

200601 CONFIDENTIALITY_CLAIM_FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

2020 Lakeshore Elementary Catalog.pdf

2020 Lakeshore Elementary Catalog

2020 Lakeshore Learning Materials Catalog.pdf

2020 Lakeshore Early Childhood Catalog

Lakeshore 2020 Price List with 5% Discount (TIPS-Region 8 ESC).pdf

Lakeshore 2020 Price List with 5% Discount (TIPS/Region 8 ESC)

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
2	<p>Yes - No</p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp</p> <p>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="No response"/></p>

5 Company and/or Product Description:
This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder, and foster a lifelong love of learning. With materials, furniture, and environments for infants, toddlers, and children through the 8th grade, we help children reach developmental milestones and achieve educational goals—while still having fun!

Lakeshore Learning Materials is one of the largest educational materials companies in the world. We've been in business over 66 years and have built our reputation by providing high quality, developmentally appropriate and relevant materials to teachers and young children. We develop and manufacture the vast majority of the items we feature in our catalogs, retail stores and website.

Lakeshore is a full-service partner who can provide entire classroom environments (including carpets, furniture, instructional materials and classroom supplies), both standard and flexible classroom furniture, instructional materials for core curriculum, customized educational materials, general classroom supplies, design services, delivery services, installation services, professional development services, and more.

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

11 Primary Contact Mobile
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

12 Secondary Contact Name
Secondary Contact Name

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Bid Manager"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="biddept@lakeshorelearning.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8004215354"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3105377990"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Kim Reed"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="bidreporting@lakeshorelearning.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8004215354"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Penny Stone"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="orderdept@lakeshorelearning.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8007784456"/>

2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.LakeshoreLearning.com"/>
2 5	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="941525814"/>
2 6	Primary Address Primary Address <input type="text" value="2695 E. Dominguez Street"/>
2 7	Primary Address City Primary Address City <input type="text" value="Carson"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="CA"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="90895"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Classroom Furniture, Flex-Space Furniture, Preschool and Elementary Teaching Aids, Teaching Aids and Supplies, Arts and Crafts Supplies, Classroom Math and Science Materials, Teacher's Resources, Instructional Aids and Materials, Special Education Materials, ESL Aids and Materials, Library Supplies, Infant and Toddler Equipment, Physical Education Equipment, Technology, AV Equipment, Educational Software, Books, Outdoor Furniture"/>
3 1	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal? <input type="text" value="Yes"/>

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

4 2	Pricing discount percentage are guaranteed for? Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? <input type="text" value="YES"/>
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4 3	Right of Refusal Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="No"/>
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4 4	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 5	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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4 6	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
8

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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9

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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 bid, 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 bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid 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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

5
1 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 1986 Comp., p. 189) and 12689 (3 CFR 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 3 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

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 U.S.C. 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 5 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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 certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 0 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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 a 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 or her knowledge and belief, 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 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 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, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 1 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
2** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
3** **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6 **Indemnification**

4

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

5

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

6

6
7 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6
8 **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
9 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

7
0 **Infringement(s) Explanation of No Answer**

7
1 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
2

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

7
3

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

5 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

6 Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

7 **Logos and other company marks**

7 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

78 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

79 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

80 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

81 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

82 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

83 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

84 **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

85 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

86 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

87 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**8
8** **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**8
9** **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

**9
0** **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**9
1** **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**9
2** **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Maricopa County Human Services Head Start Program	Kimberley Tan, Professional Development Coach	tank@mail.maricopa.gov	(480) 464-9669
McAllen Independent School District	Juan Lira, K-2nd Lead Teacher	Juan.Lira@mcallenisd.net	(956) 632-3232
Region One Education Service Center	Juanita Lovejoy, Education Specialist	jlovejoy@esc1.net	(956) 984-6215
Ohio Association for the Education of Young Children	Chris Rishell, Senior Director of Communications & Events	events@oaeyc.org	(419) 946-6693
Upper Merion Area School District	Sean Gardiner, Director of Curriculum and Instruction STEM Education	sgardiner@umasd.org	(610) 205-6422
Socorro Independent School District	Elizabeth Marquez, Instructional Officer, Early Childhood	emarqu04@sisd.net	(915) 526-4441
Neighborhood House	Carly Derrick, Preschool Manager	carlyd@nhwa.org	(206) 335-2955
New Haven Department of Education	Kauaneekee Hernandez, Assistant Director	kauaneekee.hernandez@new-haven.k12.ct.us	(475) 220-1469
Nueces Co Community Action Agency	Melissa Bruce, Curriculum & Instruction Coordinator	mrodriguez@nccaatx.org	(361) 654-7531
Staten Island Region- Catholic Schools in the Archdiocese of New York	Stacie O'Brien, Instructional Specialist	Stacie.OBrien@archny.org	(718) 667-5350

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Lakeshore Equipment Company dba Lakeshore Learning Materials
(Name of Corporation)

David Bo Kaplan certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Malissa Ramos
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Bid Analyst/Authorized Signatory
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/ Please see attached Corporate Resolution.

CORPORATE SEAL if available

/ Please see attached Corporate Resolution.

SIGNATURE

7/14/2020
DATE

Lakeshore[®]

2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990
www.lakeshorelearning.com

SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly elected and acting Assistant Secretary of Lakeshore Equipment Company, a California corporation (the "Corporation"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Directors of the Corporation by unanimous written consent on January 31, 2020; 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 Bid Manager, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Chelsea Gayden, be, and she hereby is, appointed and designated as Bid Analyst, Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, and Heather Saretsky, be, and she hereby is, appointed and designated as Contract Reporting Analyst of the Corporation, all with full power and authority to act in the name and on behalf of the Corporation 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 Corporation's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 14th day of July, 2020.



X *Bo Kaplan*

David Bo Kaplan
Assistant Secretary

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Lakeshore Equipment Company dba Lakeshore Learning Materials

Name of company

Malissa Ramos, Bid Analyst

Printed Name and Title of authorized company officer declaring below the confidential status of material

2695 E. Dominguez Street

Carson

CA

90895

(800) 421-5354

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature 

Date 7/14/2020

Lakeshore®

Warranty Information

Lakeshore offers a lifetime warranty on premium-quality classroom furniture.



Premium-Quality Classroom Furniture	Lifetime Warranty
Premium-Quality Classroom Tables & Desks	Lifetime Warranty
Premium-Quality Classroom Chairs	Lifetime Warranty
Premium-Quality Classroom Cots	Lifetime Warranty
Classroom Carpets	10 Years
Write & Wipe Mobile Tables & Desks	5 Years
Outdoor Furniture	5 Years
Trikes	5 Years
Cribs	5 Years
All other items in catalog (unless otherwise noted)	1 Year

Guarantee

We unconditionally guarantee every item we offer. If you are unhappy with any item for any reason, simply return it to us for a full refund or exchange. Your satisfaction is our top priority! If you ever have questions or concerns, contact Customer Service at (800) 428-4414 or e-mail lakeshore@lakeshorelearning.com.



2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990
www.LakeshoreLearning.com

July 22, 2020

The Interlocal Purchasing System (TIPS)/Texas Region 8 Education Service Center (Region 8 ESC)
4845 US Hwy. 271 North
Pittsburg, Texas 75686

RE: RFP 200601 Consulting and Other Related Services

Dear TIPS/Region 8 ESC Staff,

Thank you for providing Lakeshore Learning Materials with the opportunity to respond to **RFP 200601 Consulting and Other Related Services**. Lakeshore Learning Materials is proud to serve our customers and communities with high-quality, effective Professional Development offerings. We've worked with hundreds of educational programs around the country to develop customized instructional materials kits and professional development modules.

Qualifications

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

Your goals are our goals, and we don't believe in a one-size-fits-all approach. As former educators, our Professional Service Group 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 tailored to your content/training needs
- Plan and lead implementation

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

- Social-Emotional Development
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Environments
- Instructional Support
- Intervention

With over 20 years of combined experience, you can rest assured that our team of specialists are strategy experts that will provide engaging workshops to prepare families, staff, and community leaders to teach young minds.

Experience

Lakeshore's Professional Service Group (PSG) offers a wide range of professional development support options to aid our partners in education in their goal attainment journey. At Lakeshore, we do not believe that a "one

and done” approach for professional development training provides the support needed for true change to occur. Nor, do we believe that a selection of standardized offerings is appropriate for your individualized needs. Therefore, we work side-by-side with Administrators and Teachers to create and implement a successful long term plan. Each event is tied to the others, keeping your desired goals at the forefront of all learning opportunities. Your goals are our goals. As such, we recommend a customized approach as an effective method.

Our team of experts strive to provide engaging training experiences, grounded in hands-on, experiential learning, while achieving desired results. From basic resource driven training to side-by-side coaching, count on Lakeshore as to be your dedicated partner. You can expect a highly interactive environment that is learning outcome driven, with a nice mix of fun for all learners!

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

- In a large metropolitan school district in Ohio, the school was in need of social studies support. With new social studies standards, the district was unable to adopt any texts that aligned to the new standards. Lakeshore worked hand-in-hand with the school to create hands-on, standards aligned resources for fourth, fifth and sixth grades. The linchpin to the project being customized professional development throughout the year for all teachers who received the resources.
- In a rural school district in California, a complete series for elementary and junior high teachers is currently in practice to support second language learners. Teachers receive face-to-face professional development in conjunction with coaching provided with coaches who are under the direction of Lakeshore Professional Development Specialists.
- Lakeshore is currently working directly with a large school district in central Florida on a second customized implementation program with math content, after a pedagogical change on behalf of the district. Our first project with them in 2013 was based on filling the gaps with new Florida standards and an older math adoption. This second project focuses on the same standards, but teachers are now asked to use a task based environment K-5.
- For the past two years, we have been providing the Cleveland Metropolitan School District with 4th-, 5th- and 6th-grade activity kits that are aligned to state and national standards in social studies and English language arts. The kits include customized, hands-on materials, as well as extensive teacher guides. Additionally, we offer professional development for the coaches and teachers involved in the project.
- We provided an array of developmentally appropriate STEM kits for infant/toddler, preschool/pre-K and school-age programs in San Antonio. Innovative and engaging, the kits were designed to give children a fun, hands-on introduction to STEM.

Materials

Materials will vary based on session. Upon award, we can provide a list of supplemental materials which can be purchased at a discounted rate.

Discount Structure for Supplemental Materials: 5% discount and FREE shipping on all orders within the contiguous U.S.

Please reference “Per RFP #200601” on all purchase orders to receive these terms.

Please see attached Resumes & Bios for qualifications and certifications of our PSG trainers.

For more information, please contact us by phone at (800) 421-5354 or by e-mail at psg@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 "Malissa Ramos", with a stylized flourish at the end.

Malissa Ramos
Bid Analyst
Lakeshore Learning Materials

Elda Perez

PROFESSIONAL DEVELOPMENT SPECIALIST

eperez@lakeshorelearning.com

More than two decades of firsthand experience have provided Elda Perez with precious knowledge about what works—and what doesn't—in early childhood programs. From designing and planning new programs to implementing quality improvement criteria for existing ones, Elda has done it all. Eager to share the fruits of her experience, Elda embraces every opportunity to help others benefit from her deep understanding.

In her role as professional development specialist, Elda draws on her knowledge to provide relatable advice that targets the specific needs of her audience. Whether she is speaking to program directors, classroom teachers or parents, Elda offers practical support that addresses their most pressing concerns. A true team player herself, Elda emphasizes the importance of cross-collaboration in meeting essential program goals.

In addition to a Bachelor of Science degree and a master's degree in early childhood education, Elda holds multiple certifications—including as a CLASS trainer and observer. Elda also relies on her considerable bilingual skills to support English-language and Spanish-language audiences alike. With a strong focus on program management, quality improvement and school readiness, Elda enchants her audiences with an unmistakable passion and commitment to early education.



Elda Perez

PROFESSIONAL DEVELOPMENT SPECIALIST

eperez@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Professional Development Specialist

- Develop and present trainings that equip educators to address state standards and assessment measures
- Present training sessions at local, regional and national conferences

The University of Texas Rio Grande Valley

Director of Education & Child Development Services

- Supervised and guided early childhood education mentor coaches and teaching staff
- Worked with lead teachers to create a learning environment that is socially, physically and cognitively appropriate
- Supported curriculum implementation and oversight of education services in line with Early Head Start standards
- Identified and prioritized materials and equipment for classrooms and playgrounds
- Planned and organized professional development trainings to ensure staff compliance with state licensure

The University of Texas-Pan American

Founding Director of Child Development Center

- Established and implemented short-term and long-term goals, objectives, policies and operating procedures
- Coordinated all aspects of child program, parent program, food services and special projects
- Maintained compliance with state and national accreditations, including 4 star-level provider certification with Texas Rising Star (TRS)
- Served as project director of the Child Care Access Means Parents in School (CCAMPIS) Grant

Texas Migrant Council, Inc. – Child Care Services

Child Development Specialist & Quality Improvement Activities Supervisor

- Developed program budget, timelines and local operating procedures
- Ensured all project components were successfully met—including RFPs, bids, project summaries and liaison activities

Early Childhood Development Resources Project Coordinator

- Ensured all activities were completed within established program guidelines, budgets and timelines
- Conducted training workshops for CCS providers

Texas Rising Star Provider Program Management Specialist

- Assessed daily activities of providers—caregiver and child interaction, health and safety, food services, and appropriateness of indoor and outdoor environments
- Reviewed curriculum appropriateness for multiple age groups and assessed parental involvement activities

South Texas College

Adjunct Instructor

- Taught and provided an overview of the Child Development Associate Credential requirements and training
- Focused on the responsibilities of a working program director—budgets, staff development, accreditation, etc.



Elda Perez

PROFESSIONAL DEVELOPMENT SPECIALIST
eperez@lakeshorelearning.com

EDUCATION

MASTER OF SCIENCE, EARLY CHILDHOOD EDUCATION

The University of Texas-Pan American

BACHELOR OF SCIENCE, FAMILY AND CONSUMER SCIENCES

Southwest Texas State University

CERTIFICATIONS

Professional Development Specialist

Council for Professional Recognition -
Infants, Toddlers & Preschool

Certified CLASS™ Observer

Infant & Toddler Observer

Certified CLASS™ Train-The-Trainer

Infant Trainer

Center-Based Director Certificate

Texas Department of Family & Protective Services

First Aid and CPR Certified

Pediatric, July 2019





Jenna Sekerak

PROFESSIONAL DEVELOPMENT SPECIALIST

jjsekerak@lakeshorelearning.com

Jenna Sekerak is a seasoned educator, having taught in early childhood and elementary settings for over a decade. Possessing a real passion for results, Jenna focuses on tools and strategies that teachers can implement right away.

In her role as a Professional Development Specialist, Jenna draws on her experience teaching Title I, high-ELL populations. As a former struggling reader, she has a heart for struggling students, which has fueled her passion for providing teachers with effective differentiated instruction strategies to meet the needs of all learners. Her background in RTI makes Jenna a great resource for educators of students who need extra support.

With a B.S. in Early Childhood Education and an M.A. in School Administration, Jenna is able to connect with both teachers and administrators. In addition, she is QRIS-approved in Pennsylvania and Ohio. As a trainer, she is master-level registered with the Texas Early Childhood Professional Development System (TECPDS). She has been trained in classroom-quality assessments, including ECERS-3 and ITERS-3. Through in-person training and engaging and informative webinars, Jenna enhances teaching and learning through content-rich, hands-on experiences that captivate and resonate with audiences.



Jenna L. Sekerak

OPERATIONS MANAGER AND TRAINER, PROFESSIONAL SERVICES GROUP
jsekerak@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Professional Services Group Manager, May 2016-Present

- Design Custom Solutions based on individual customer needs, including state standards, local curriculum maps, and school and district assessment data
- Develop and present trainings that equip educators to address state standards and assessment measures
- Collaborate with Regional Elementary Managers for customer support

WILLYARD ELEMENTARY SCHOOL, RAVENNA, OH

Third-Grade Teacher, August 2015 to May 2016

- Maintained grade book and attendance records
- Provided weekly communication with families
- Created and delivered differentiated lessons for all subject areas
- Worked as a collaborative team member
- Attended PTO, grade-level and staff meetings
- Provided after school tutoring

CLARK COUNTY SCHOOL DISTRICT, LAS VEGAS, NV

Response to Intervention (RTI) Strategist, Mentor, August 2012 to June 2015

K-2 Classroom Teacher, January 2007 to June 2012

- Provided professional development for school staff
- Served as math site leader
- Served as chairperson of the Literacy Team, Math Team, Safety and Community Teams, Response to Intervention Team, and Sunshine Club
- Organized and led Parent-Teacher Group meetings
- Organized community outreach activities
- Organized and supervised after school ELL tutoring
- Member of the School Performance Plan Team
- AIMSweb School Manager
- Administered universal assessments to determine underachieving students
- Maintained intervention logs, weekly progress monitoring data and intervention plans for K-5 RTI students
- Created and delivered differentiated lessons
- Maintained grade book and attendance records
- Collaborated with administration, teachers and school psychologist to determine educational needs of RTI students
- Attended grade-level Professional Learning Community meetings to support grade-level teams
- Attended professional development trainings



Jenna L. Sekerak

OPERATIONS MANAGER AND TRAINER, PROFESSIONAL SERVICES GROUP
jsekerak@lakeshorelearning.com

EDUCATION

MASTER OF EDUCATION IN SCHOOL ADMINISTRATION

Touro University Nevada, Henderson, NV, 2015

BACHELOR OF SCIENCE IN EARLY CHILDHOOD EDUCATION

Cleveland State University, Cleveland, OH, 2006

CERTIFICATION

Master Registered Trainer

Texas Early Childhood Professional Development System (TECPDS)

Registered Trainer

The Ohio Child Care Resource and Referral Association (OCCRRA)

Registered Trainer

Pennsylvania Quality Assurance System (PGAS)

Ohio Early Childhood Teaching License (Pre K-Grade 3)

Certified Trainer

Write from the Beginning and Beyond: Setting the Stage and Response to Literature





Jessica Peters

PROFESSIONAL DEVELOPMENT SPECIALIST

jpeters@lakeshorelearning.com

Some people are born to be educators—and there is no doubt that Jessica Peters is one of those people. With over 20 years of experience in early childhood, Jessica’s passion is to improve practices that impact teachers, administrators, and most of all, children and their families. This passion has fueled Jessica’s involvement on research projects focused on self-regulation development and the effectiveness of the on-site coaching she has provided to numerous teachers.

Jessica leads participants through professional development opportunities that model fundamental best practices—such as promoting hands-on practice, initiating high levels of child engagement and making outcome-driven, evidence-based choices in the classroom. Throughout, she highlights those skills that translate professional development concepts into concrete practices.

Dedicated to ensuring that children have a strong foundation for lifelong successful learning and development, Jessica has both a B.A. and an M.A. in Education and is certified in CLASS (PK/Toddler/Infant). Jessica draws on her experience in Special Education, teaching, coaching and leadership when reminding teachers of the impact they have on children. From early childhood through elementary, Jessica’s expertise in facilitating change in the classroom has proven highly effective all across the country.



Jessica Peters

PROFESSIONAL DEVELOPMENT SPECIALIST

jpeters@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Professional Development Specialist

- Design Custom Solutions based on individual customer needs, including state standards, local curriculum maps, and school and district assessment data
- Develop training that equips educators to address standards and assessment measures
- Present training sessions at local, regional and national conferences

PROFESSIONAL DEVELOPMENT & CONSULTATION

Educational Consultant

- Developed and provided individualized workshops to clients to improve teaching practices aligned to CLASS and ECERS
- Conducted on-site observations, and offered feedback to support coaching and teaching practices
- Developed curriculum to meet the needs of a school based on current practices, requirements and test data

TOOLS OF THE MIND

Director of Operations and Research Coordinator

- Acted as a liaison to Third Sector New England, the fiscal sponsor for Tools of the Mind, overseeing contracts, human resources and finances
- Developed and monitored the budget and all financial aspects for the organization
- Oversaw client contracts, including all communication and follow-through; implemented on-site trainings; and supported visits/coaching
- Coordinated Head Start Cares research project and trained 12 Head Start grantees nationwide
- Coordinated the Tools of the Mind portion of an NIH grant in Santiago, Chile, by training local staff and teachers, and adapting the program to fit the cultural context

HOBOKEN PUBLIC SCHOOLS

Director of Early Childhood Program

- Oversaw all aspects of the preschool program and kindergarten curriculum implementation
- Grew the program from over 400 students to over 700 students in three years
- Planned professional development, maintained budgets, completed state reports, met state standards and analyzed ongoing data to make program decisions
- Managed and led staff, including special education, master teachers and intervention staff

NEW JERSEY DEPARTMENT OF EDUCATION

Early Childhood Program Specialist

- Supported early childhood programs by reviewing operational plans and providing site support
- Ensured programs met state standards and fiscal requirements
- Evaluated program, and analyzed data for improvement and support
- Developed and offered professional development session for districts



Professional Development



Custom Solutions



Conferences & Workshops

Jessica Peters

PROFESSIONAL DEVELOPMENT SPECIALIST
jpeters@lakeshorelearning.com

WEST NEW YORK SCHOOL DISTRICT

Inclusion Early Childhood Master Teacher

- Supported preschool and kindergarten students with curriculum and teaching strategies
- Provided support to teachers to improve instruction for all students, with and without IEPs
- Mentored new preschool, kindergarten and first-grade teachers

WEST NEW YORK SCHOOL DISTRICT

Preschool Teacher

- Taught inclusion and special education classes
- Trained parents, teachers and assistants through workshops
- Organized and implemented a mainstream program for IEP children

MT. OLIVE SCHOOL DISTRICT

Special Education Teacher, Pre K-Grade 3

- Implemented instruction and IEPs
- Planned for and supported mainstream programs

ISSAQUAH SCHOOL DISTRICT

Special Education Teacher, Pre K-Grade 3

- Planned and implemented curriculum
- Assessed students, and wrote and implemented IEPs
- Served as an elected member of the site-based school management team

EDUCATION

MASTER OF ARTS IN EDUCATION, WITH EMPHASIS IN LANGUAGE DEVELOPMENT

Antioch University

BACHELOR OF ARTS IN ELEMENTARY EDUCATION, SPECIAL EDUCATION, AND PSYCHOLOGY

Pacific Lutheran University

CERTIFICATION

Certified Infant CLASS™ Observer

Certified Pre-K CLASS™ Observer

Certified Toddler CLASS™ Observer

Master Registered Trainer

Texas Early Childhood Professional
Development System (TECPDS)

New Jersey Supervisor Certificate

New Jersey EXCEL Program-NJ Principal Certificate

New Jersey EXCEL Program-NJ School Administrator Certificate

New Jersey Teaching Certificates:

Teacher of the Handicapped
Elementary K-8
Preschool-Grade 3





Jessie Olson

PROFESSIONAL DEVELOPMENT SPECIALIST

jessieolson@lakeshorelearning.com

As an advocate for students with suspected or diagnosed disabilities, Jessie has a passion for creating individualized educational experiences that maximize meaningful learning. Jessie not only has experience as a special education teacher—she also spent time overseeing Head Start and Early Head Start programming as a child welfare agency education manager.

As a Professional Development Specialist, Jessie builds a positive rapport with participants through genuine openness and interest in individual growth. She captivates audiences through her emphasis on hands-on experiences, real-world application and a sprinkling of humor along the way.

In addition to a dual B.S. in early childhood education and early childhood special education, Jessie holds an M.A. in special education with a certificate in autism studies. In addition, Jessie is certified in CLASS (Infant/Toddler/Pre-K). She is driven by the Thomas Davidson quote: “What you are will show in what you do.” This is quite evident as Jessie exudes a passion for education that inspires audiences nationwide.



Jessie E. Olson

PROFESSIONAL DEVELOPMENT SPECIALIST
jessieolson@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Professional Development Specialist

- Determine customer needs based on data and discussion
- Design and facilitate custom professional development offerings for customers based on their determined needs in both English and Spanish
- Facilitate engaging, hands-on professional learning opportunities for administrators, teachers and families across the country
- Provide environmental rating scale walk-throughs and CLASS observations, complete with feedback and professional development support

CHILDREN'S HOME + AID

Education Manager

- Managed Early Childhood Education programming across 7 sites and 2 program options
- Decreased consultant expenditures by 50%-65% across 5 sites by designing and conducting staff training
- Developed and rolled out intensive coaching system in order to provide continuous professional development
- Strategically planned for curricula implementation, ongoing staff training and fidelity monitoring
- Monitored and maintained multisite database to ensure service delivery was in accordance with Federal Office of Head Start (OHS) regulations and Illinois Early Learning standards, provide accurate reporting to OHS and support grant reapplication
- Aggregated and analyzed quarterly outcome data, and provided summary reporting at both site and leadership levels to identify key training opportunities
- Authored and implemented universal service agreements and policies, resulting in streamlined record keeping and mitigated legal risk

CHILDREN'S HOME + AID

Mental Health & Disabilities Supervisor

- Created, coordinated and executed workshops across content areas to satisfy federal regulations for educational staff and clients; 600+ families served annually
- Conducted data collection and provided dashboard reporting and projections to influence recruitment of clients with special needs
- Provided ongoing assessment and individualized planning for clients with disabilities—approximately 60 students per school year served
- Spearheaded multidisciplinary team meetings to address specific client/class needs, devise differentiated instruction strategies and facilitate outside referrals as needed

HANCOCK MADISON SHELBY EDUCATIONAL SERVICES

Lead Special Education Preschool Teacher: 3- to 4-year-olds and 4- to 5-year-olds

- Created individualized training maps to meet individual learning needs
- Advocated for services at Individualized Education Plan (IEP) and Individualized Family Service Plan (IFSP) meetings
- Informed programming and monitored progress on IEP goals by administration and interpretation of the Developmental Assessment of Young Children-2, The Bracken-3 and Learning Accomplishment Profile-3



Jessie E. Olson

PROFESSIONAL DEVELOPMENT SPECIALIST
jessieolson@lakeshorelearning.com

EDUCATION

MASTER OF ARTS IN SPECIAL EDUCATION

Seton Hall University, College of Education and Human Services

BACHELOR OF SCIENCE

Early Childhood Education

New York University, Steinhardt School of Culture, Education, and Human Development

BACHELOR OF SCIENCE

Early Childhood Special Education

New York University, Steinhardt School of Culture, Education, and Human Development

CERTIFICATION

Certified Infant CLASS™ Observer

Certified Pre-K CLASS™ Observer

Certified Toddler CLASS™ Observer

Master Registered Trainer

Texas Early Childhood Professional Development System (TECPDS)

Registered Trainer

The Ohio Child Care Resource and Referral Association (OCCRRA)

Registered Instructor

Pennsylvania Quality Assurance System (PQAS)

BOARD AND ORGANIZATION MEMBERSHIPS

MEMBER, CHICAGO MAYORAL LITERACY TASK FORCE





Patti Jo Wilson

PROFESSIONAL DEVELOPMENT SPECIALIST

pjwilson@lakeshorelearning.com

As a former education director, deputy director for education, and teacher—with more than 25 years of educational experience in Head Start, UPK, child care, and elementary and middle school programs—Patti Jo has an uncanny ability to connect with others in the field from parents and teachers to directors and more. Patti Jo has three teacher certifications in the state of New York and was on the board of directors for the New York Head Start Association for four years. Patti Jo is certified reliable in CLASS and has been trained in ECERS-R, ECERS-3, ITERS-R and ITERS-3. Patti Jo is QRIS-approved in Pennsylvania, Ohio and Minnesota, and she is master-level registered with the Texas Early Childhood Professional Development System (TECPDS).

Patti Jo has a passion for validating and respecting children, regardless of age, developmental progression or ability, and this is evident in her professional development sessions. Patti Jo leverages her numerous years of experience to provide thought-provoking and engaging content designed to inspire educators. She focuses on putting play back into learning by supporting teachers to guide and facilitate learning. Patti Jo believes in the quote by Albert Einstein, “Play is the highest form of research,” understanding that children not only learn through play, but that teachers can also assess children’s learning during play.



Patti Jo Wilson

PROFESSIONAL DEVELOPMENT SPECIALIST

pjwilson@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Professional Development Specialist

- Develop and present trainings that equip educators to address state standards and assessment measures
- Present training sessions at local, regional and national conferences

CARDINAL McCLOSKEY COMMUNITY SERVICES/LITTLE ANGELS

Deputy Director for Education

- Developed and facilitated trainings and professional development for educators
- Aligned and correlated resources with standards, outcomes and assessment results

MOSHOLU MONTEFIORE COMMUNITY CENTER

Education Director

- Provided oversight for nine classrooms to ensure that high-quality learning was taking place
- Coached educational staff on CLASS, ITERS, ECERS and Creative Curriculum
- Responsible for parent education workshops pertaining to education and kindergarten readiness

CHARTER SCHOOL OF EDUCATIONAL EXCELLENCE

Teacher

- Taught general education to fifth-grade students, using multiple strategies—e.g., guided reading and math
- Encouraged independent skills as a way to prepare students for middle school
- Worked closely with parents on transitional ideas, preparing children and families for kindergarten

HARRIET TUBMAN CHARTER SCHOOL

Teacher

- Worked with sixth-grade students on all general topics, and focused on math with seventh and eighth graders
- Incorporated real-world projects into everyday classroom experiences

TEMPLE BETH SHALOM

Assistant Teacher/Teacher

- Planned and implemented activities to meet the physical, emotional, intellectual and social needs of the children in the program
- Developed culturally appropriate programs and activities
- Developed activities that introduced math and literacy concepts



Patti Jo Wilson

PROFESSIONAL DEVELOPMENT SPECIALIST
pjwilson@lakeshorelearning.com

EDUCATION

MASTER OF ARTS, LITERACY K-12

The College of New Rochelle

BACHELOR OF SCIENCE, BEHAVIORAL SCIENCE

Mercy College

CERTIFICATIONS

New York State Teaching Certification

Pre K-6th Grade Multi-Subject, Permanent

New York State Teaching Certification

Literacy K-5, Professional

New York State Teaching Certification

Literacy 6-12, Professional

Certified Pre-K CLASS™ Observer

Master Registered Trainer

Texas Early Childhood Professional
Development System (TECPDS)

Registered Trainer

The Ohio Child Care Resource and Referral
Association (OCCRRA)

Registered Trainer

Pennsylvania Quality Assurance System (PGAS)





Ron Mohl

LEAD EDUCATIONAL PRESENTER

rmohl@lakeshorelearning.com

Ron Mohl holds a B.A. from Florida Atlantic University and brings over 20 years of experience in the education industry to his position of Lead Educational Presenter for Lakeshore Learning Materials. Ron is a CLASS-certified classroom observer for both toddler and pre-k classrooms. Ron has also studied at the Environmental Rating Scale Institute for ECERS-3 and ITERS. In this role, Ron has collaborated with school districts to enrich their scope of instruction and summer programs—as well as public and private institutions—to provide professional development related to curriculum, including The Creative Curriculum® and HighScope.

Ron's experience with Head Start programs spans across the country with keynotes in state, regional and national conferences. Ron has also contributed education strategies to military child development centers around the world, including the United Kingdom, Italy, South Korea and Japan.

By focusing on the importance of play in the learning process, Ron's interactive trainings help educators enrich curricula that relate to being a partner in play through authentic experiences with children. Ron instills the need for creating a learning environment of mutual respect, and finds inspiration in a quote from Ralph Waldo Emerson: "The secret of education lies in respecting the pupil."



Ron Mohl

LEAD EDUCATIONAL PRESENTER

rmohl@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Lead Educational Presenter

- Develop and present trainings that equip educators to address state standards and assessment measures
- Give keynote presentations and provide training sessions at local, regional and national conferences

Regional Manager

- Presented trainings aligned to state standards, assessment measures and specialized customer needs

Early Childhood Education Consultant

- Presented training sessions at local, regional and national conferences

PALM BEACH COUNTY SCHOOL DISTRICT

After School Enrichment Program

- Built children's language and communication skills in an after school and summer enrichment program

EDUCATION

BACHELOR OF ARTS, ACCOUNTING

Florida Atlantic University

CERTIFICATION

Certified Toddler CLASS™ Observer

Certified Pre-K CLASS™ Observer

Level 3 ECERS-3

Level 3 ITERS





Stacy D'Angelo

PROFESSIONAL DEVELOPMENT SPECIALIST

sdangelo@lakeshorelearning.com

Instilling a love of lifelong learning is the passion of Stacy D'Angelo. As a classroom teacher, Stacy built strong relationships with her students by listening to and respecting their opinions and feelings. By developing a relationship with each student, Stacy was able to utilize multiple teaching strategies to best meet the needs of all her students, which in turn developed their excitement for learning.

As a professional development specialist, Stacy holds fast to these ideals. She is able to develop a positive rapport with participants, while sharing effective teaching strategies that can be utilized in the classroom right away. Stacy promotes high levels of engagement through hands-on experiences and collaboration.

In addition to a bachelor of arts degree in elementary education, Stacy possesses endorsements in early childhood education and Structured English Immersion. Stacy lives by the quote "Never stop learning, because life never stops teaching." With an infectious smile and a love of learning, she captivates audiences and exudes an excitement for learning and professional growth.



Stacy D'Angelo

PROFESSIONAL DEVELOPMENT SPECIALIST

sdangelo@lakeshorelearning.com

EXPERIENCE

LAKESHORE LEARNING MATERIALS

Professional Development Specialist

- Determine customer needs based on data and discussion
- Design and facilitate custom professional development offerings for customers based on their determined needs
- Facilitate engaging, hands-on professional learning opportunities for administrators, teachers and families across the country

LAKESHORE LEARNING MATERIALS

Regional Elementary Manager

- Cultivated relationships with all the school districts and educational programs to support with sales
- Participated in a variety of product presentations and major industry conferences

DEER VALLEY UNIFIED SCHOOL DISTRICT

Elementary Educator, Gr. K-2

- Prepared and planned grade-level instruction of curriculum according to the Arizona State Standards
- Enhanced student learning and critical thinking skills by implementing new teaching techniques and methodology through effective instructional planning
- Created performance-based assessments to evaluate students' progress and achievements; maintained current data folders and portfolios to promote student growth
- Provided a positive, safe learning environment by establishing classroom management that encouraged self-discipline and appropriate respect for all students
- Established and built parental awareness of student growth and school events
- Managed and led staff, including special education, master teachers and intervention staff

CAVE CREEK UNIFIED SCHOOL DISTRICT

Elementary Educator, Gr. K-2

- Prepared and planned grade-level instruction of curriculum according to the Arizona State Standards
- Enhanced student learning and critical thinking skills by implementing new teaching techniques and methodology through effective instructional planning
- Created performance-based assessments to evaluate students' progress and achievements; maintained current data folders and portfolios to promote student growth
- Provided a positive, safe learning environment by establishing classroom management that encouraged self-discipline and appropriate respect for all students
- Established and built parental awareness of student growth and school events
- Grant Writer: 2010 recipient of the SRP Technology Grant; created and designed a new LEGO lab on our school campus



Stacy D'Angelo

PROFESSIONAL DEVELOPMENT SPECIALIST
sdangelo@lakeshorelearning.com

EDUCATION

BACHELOR OF ARTS, ELEMENTARY EDUCATION

Governors State University

BACHELOR OF ARTS, MEDIA COMMUNICATIONS

Southern Illinois University

CERTIFICATIONS

Arizona Department of Education

Certificate in Structured English Immersion, Pre K-12

Arizona Department of Education

Certificate in Early Childhood Endorsement, Birth-Age 8

Provisional Registered Trainer

Texas Early Childhood Professional Development System (TECPDS)



Professional Development References

Maricopa County Human Services Head Start Program

Contact: Kimberley Tan, Professional Development Coach

2150-1 S. Country Club Drive, Suite 7, Mesa, AZ 85210

Phone: (480) 464-9669

E-mail: tank@mail.maricopa.gov

Period of Performance: 2017 -2018 (ongoing)

Scope of Project: Professional Development focused in STEAM and Teambuilding for Early Childhood

United States Air Force Academy (Colorado)

Contact: Laurel Mellott, Falcon Trail Youth Center Leader

USAF Academy, CO 80840

Phone: (719) 333-4169

E-mail: laurel.mellott@us.af.mil

Period of Performance: 2016 -2018 (ongoing)

Scope of Project: Workshops focused on STEM, STEAM, Science, Outdoor Play, Arts, Language and Literacy at the USAF Academy Annual Front Range Conference

Volusia County School Board

Contact: Toni Chieppa, District Math Supervisor

Phone: (386) 734-7190

200 N. Clara Avenue, DeLand, FL 32720

E-mail: tmchiepp@volusia.k12.fl.us

Period of Performance: December 2013-2015, November 2015-2016

Scope of Project: Math content support training to support supplemental kits

KIPP New Orleans

Contact: Theresa Schmitt, School Leader

Phone: (504) 373-6290

2524 Third St., New Orleans, LA 70113

E-mail: tschmitt@kipppneworleans.org

Period of Performance: 2018 (ongoing)

Scope of Project: Workshops, coaching series for Assistant Principals and Teachers



Community Action Council

Contact: April R. Mullins-Datko, Assistant Director of Child Development

Phone: (859) 233-4600 ext. 1424

PO Box 11610, Lexington, KY 40576

E-mail: april.mullinsdatko@commaction.org

Period of Performance: 2018 (ongoing)

Scope of Project: Environmental trainings based on both ITERS and ECERS.

Three Rivers Community Action

Contact: Jayne Payton, Head Start Director

Phone: (507) 732-7391

1414 North Star Dr., Zumbrota, MN 55992

E-mail: jpayton@threeriverscap.org

Period of Performance: 2018 (ongoing)

Scope of Project: Professional Development focused on Science, Technology, Arts, and Mathematics (S.T.E.A.M) for Head Start teachers

Ohio Association for the Education of Young Children

Contact: Chris Rishell, Senior Director of Communications & Events

P.O. Box 71 Mount Gilead, OH 43338

Phone: (419) 946-6693

E-mail: events@oaeyc.org

Period of Performance: 2015-2018 (ongoing)

Scope of Project: Series of workshops focusing in STEM, STEAM, Music, Diversity and School Readiness for Early Head Start and Head Start teachers

Council of Three Rivers American Indian Center

Contact: Debbie Gallagher, Early Head Start/Family Center Director

201 Rochelle Street, Pittsburgh, PA 15210

Phone: (412) 488-2750

E-mail: dgallagher@cotraic.org

Period of Performance: 2016-2018 (ongoing)

Scope of Project: Environmental trainings based on ITERS



Upper Merion Area School District

Contact: Dr. Sean Gardiner, Director of Curriculum and Instruction STEM Education

435 Crossfield Road, King of Prussia, PA 19406

Phone: (610) 205-6422

E-mail: sgardiner@umasd.org

Period of Performance: 2017-2018 (ongoing)

Scope of Project: STEM content support training to support supplemental kits

Staten Island Region- Catholic Schools in the Archdiocese of New York

Contact: Stacie O'Brien, Instructional Specialist

2820 Amboy Road, Staten Island, NY 10306

Phone: (718) 667-5350

E-mail: Stacie.O'Brien@archny.org

Period of Performance: 2015-2018 (ongoing)

Scope of Project: Math, ELA, and STEM content support training to support supplemental kits

McAllen Independent School District

Contact: Juan Lira, K-2nd Lead Teacher

2000 North 23rd St., McAllen TX 78501

Phone: (956) 632-3232

E-mail: Juan.Lira@mcallenisd.net

Period of Performance: 2016-2018 (ongoing)

Scope of Project: On-going Training focused on Texas School Readiness Objectives: Focused Read Alouds; Intentional Instruction Writing throughout the Daily Routine; Pre-K Mathematics (math talk, mathematic continuum and hands on instruction)

Socorro Independent School District

Contact: Elizabeth Marquez, Instructional Officer, Early Childhood

Phone: (915) 526-4441

P.O. Box 292800, El Paso, TX 79929

E-mail: emarqu04@sisd.net

Period of Performance: 2016-2018 (ongoing)

Scope of Project: On-going training Series Pre-K through 2nd: Mathematics instruction using visual models, Written Expression, STEM, Coding and Robotics, Physical Movement and Nutrition, Specific Kit Training to supplement curriculum.



Region One Education Service Center

Contact: Juanita Lovejoy, Education Specialist

Phone: (956) 984-6215

1900 W. Schunior St., Edinburg, TX 78541

E-mail: jlovejoy@esc1.net

Period of Performance:

Scope of Project: On-going Training Series focused on Elementary STEM, Coding and Robotics, and Infant and Toddler Developmental Milestones and Intervention

Neighborhood House

Contact: Carly Derrick, Preschool Manager

1225 S. Weller St. Suite 510, Seattle, WA 98144

Phone: (206) 335-2955

E-mail: carlyd@nhwa.org

Period of Performance: 2017-2018 (ongoing)

Scope of Project: CLASS observations, workshops, coaching

New Haven Department of Education

Contact: Kauaneekee Hernandez, Assistant Director

New Haven Public Schools, Business Office 5th Floor, 54 Meadow St., New Haven, CT 06519

Phone: (475) 220-1469

E-mail: kauaneekee.hernandez@new-haven.k12.ct.us

Period of Performance: 2018 (ongoing)

Scope of Project: CLASS observations, workshops, coaching

Nueces Co Community Action Agency

Contact: Melissa Bruce, Curriculum & Instruction Coordinator

101 S. Padre Island Dr Corpus Christi, TX 78405

Phone: (361) 654-7531

E-mail: mrodriguez@nccaatx.org

Period of Performance: 2018 (ongoing)

Scope of Project: CLASS observations, workshops, coaching



Lakeshore[®]

2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990
www.lakeshorelearning.com

SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly elected and acting Assistant Secretary of Lakeshore Equipment Company, a California corporation (the "Corporation"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Directors of the Corporation by unanimous written consent on January 31, 2020; 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 Bid Manager, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Chelsea Gayden, be, and she hereby is, appointed and designated as Bid Analyst, Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, and Heather Saretsky, be, and she hereby is, appointed and designated as Contract Reporting Analyst of the Corporation, all with full power and authority to act in the name and on behalf of the Corporation 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 Corporation's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 15th day of July, 2020.



X *Bo Kaplan*

David Bo Kaplan
Assistant Secretary

Customized Support for Today's Educators

Lakeshore[®]
Professional Services Group

PROFESSIONAL DEVELOPMENT by LAKESHORE



Lakeshore's passion for supporting teachers doesn't end with the products we develop. Our **Professional Services Group (PSG)** offers personalized, hands-on learning services designed to support the unique needs of educators—from professional development and conference workshops to quality-improvement services for early learning and elementary programs.

PROFESSIONAL DEVELOPMENT

Providing customized support to meet a variety of needs, PSG's content-based sessions are led by educators who are experts in the field.

KEYNOTES & WORKSHOPS

We offer engaging keynote addresses, plus pre-service workshops and conference sessions—or you can create your own "Lakeshore Academy."

MATERIALS TRAINING

Our on-site trainings ensure that teachers and students receive the greatest educational benefit from our materials beginning on day one.

SUPPORT SERVICES

To support your quality-improvement goals, we offer targeted services designed to get your program where you would like it to be.

Popular topics:

Social-emotional development, flexible classrooms, special education, STEM & much more!

FLEXIBLE SCHEDULING OPTIONS

■ Half-Day Sessions (up to 3 hours) ■ Full-Day Sessions (over 3 hours) ■ Multi-Day Series

HOW CAN WE HELP?

Have a specific need or program goal?
Contact us at **(800) 421-5354** or **psg@lakeshorelearning.com**
for all the details!

LakeshoreLearning.com



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Lakeshore®





WELCOME to the World of Lakeshore®



At Lakeshore, we believe in creating materials that matter. Our innovative furniture and hands-on learning materials are designed to support the needs of students and teachers—while meeting the highest standards of quality and safety.

Developed by teachers for teachers, our products are meticulously crafted to help students reach developmental and academic milestones through sixth grade. Plus, all Lakeshore products are backed by our unconditional guarantee of customer satisfaction.

Lakeshore has been proud to serve teachers and students for over 65 years—and we look forward to the opportunity to support your needs, too.

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The Lakeshore® STORY

A Simple Beginning

The Lakeshore story begins with one person taking a chance—our founder, Ethelyn Kaplan. In 1954, this single mom packed up her family and headed to California to open a toy store. Not long after she set up shop, educators began calling her for classroom supplies. In that moment, Ethelyn discovered a higher purpose—serving teachers.



Ethelyn at her original store.

Reaching Our Customers Today

Today, we have a thriving e-commerce business, a national sales division, catalogs and retail locations across the country. We attribute our growth to the more than 2,000 people who make up our team—and who keep us reaching for the stars on behalf of students and teachers everywhere!

E-Commerce

LakeshoreLearning.com is your one-stop shop for products and services you won't find anywhere else—from innovative teaching materials to Customized Learning Solutions.

Catalogs

For materials that spark a love of learning, look to our flagship catalogs—*Early Childhood*, *Elementary*, *Infant & Toddler Environments* and *Gifts for Growing Minds*.



National Sales Division

If you need in-person, expert support with product selection, consultation or classroom design, our sales team is ready to help. Their depth of knowledge and problem-solving abilities are at your service—in any city, state or region!



Lakeshore Learning Store

Today, you will find Lakeshore Learning Stores from coast to coast! Customers can stop by any store for exclusive learning materials, teacher discounts, lamination services, expert support from our associates and more!

- **Free Loyalty Club**
Enjoy 15% savings on hundreds of in-store items.
- **Free Crafts for Kids**
Stop by our stores every Saturday from 11 am to 3 pm.
- **Try Before You Buy**
Want a closer look? We'll open any package you like.



**60+ stores
nationwide!**

Lakeshore® PRODUCT Innovation

At Lakeshore, we're focused on innovation—not only in the products we create but also in the way we develop them. What's our secret? Our in-house developers are teachers themselves, using firsthand knowledge of the classroom to create one-of-a-kind materials you won't find anywhere else. From the diverse tones of *People Colors® Crayons* to the hands-on reinforcement of *Snap & Slide Number Bonds*, our product developers put innovation front and center.

Developed by Teachers for Teachers

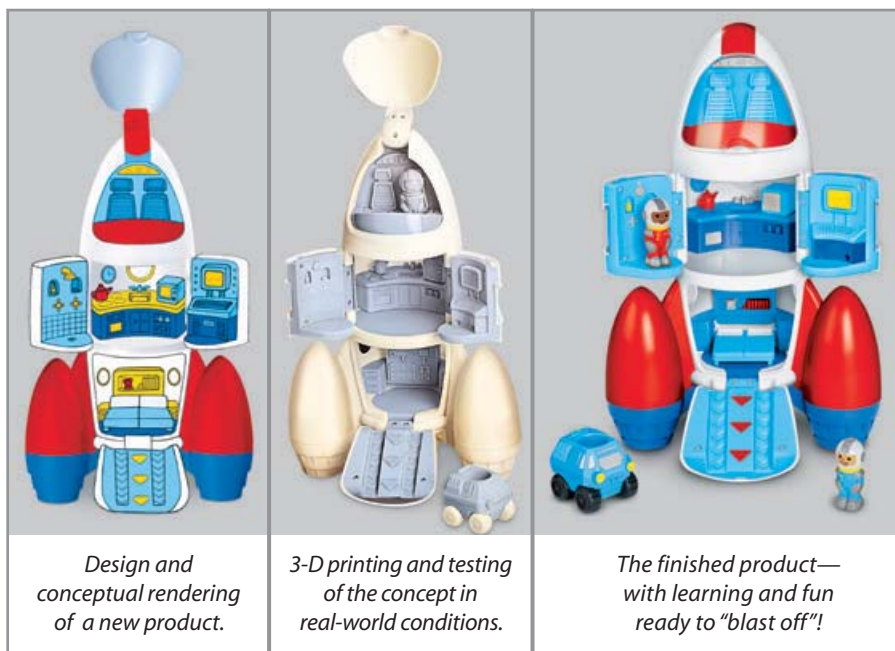
All of our product developers are educators who apply real-world classroom experience to every product they create—helping Lakeshore provide the materials teachers need so students can reach their education goals year after year.



Engineered for Success

Lakeshore product developers are supported by in-house engineers and designers who turn great concepts into products that promote learning in and out of the classroom.

To ensure quality and safety, every product undergoes an average of 100-plus hours of development and testing before it reaches our customers.



Design and conceptual rendering of a new product.

3-D printing and testing of the concept in real-world conditions.

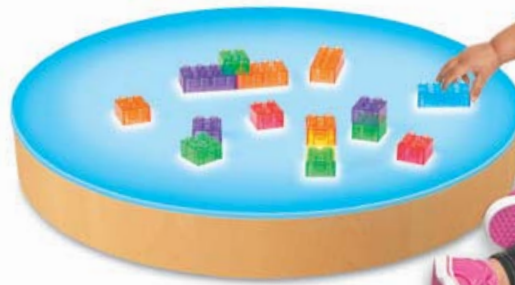
The finished product—with learning and fun ready to “blast off”!

Infants & Toddlers

We know that little ones love to investigate the world around them. So our product developers create infant & toddler materials that invite lots of exploration—while withstanding wear & tear and keeping children safe.



Feelings & Emotions Washable Dolls



Play & Explore Color-Changing Light Center

Preschool & Prekindergarten

As children grow, their developmental needs change. Our products for preschool & prekindergarten reflect this change—with materials that promote learning and discovery, creative expression and social-emotional development.



People Colors® Crayons



Alphabet Learning Locks



Jumbo Magnetic Building Tiles

Elementary

Our elementary products target core curriculum—from literacy and language to math, science and STEM. With an emphasis on versatility, we offer standards-based materials designed for a variety of instructional methods—including project-based learning, small groups and independent learning.



Snap & Slide Number Bonds



Hydraulics Engineering STEM Kit

Lakeshore® FURNITURE

Our proprietary furniture lines serve a variety of student populations and support their physical, social-emotional and academic needs. Whether you are expanding your infant & toddler program or incorporating flexible seating into your 21st-century classrooms, Lakeshore has the superior-quality furniture to create learning environments that will stand the test of time.

Infant & Toddler FURNITURE



Early Childhood FURNITURE



Flex-Space FURNITURE



Our product developers use their extensive classroom experience in partnership with a top-notch engineering team to create Lakeshore's exclusive furniture lines. From comfort and durability to developmental appropriateness, versatility and value, our school furniture meets the needs of:

- Children
- Teachers
- Classrooms
- Programs
- Facilities management
- School administrators

GREENGUARD® Certified

Products featuring the GREENGUARD logo are certified to comply with low-emissions standards—reducing chemical pollutants and improving the quality of indoor air.





Infant & Toddler

FURNITURE

We offer caregiver-tested furniture lines appropriate for any program—and all items support ITERS and NAEYC standards!

Not only are our infant & toddler furniture lines in full compliance with U.S. safety regulations, but they also provide ready-made solutions for every classroom...with features including nontoxic, wipe-clean finishes, easy-grip rails and fully contained play-top surfaces. We even offer a connective furniture system that allows teachers to create separate areas within the classroom!



- Birth-36 months
- Focus on safety
- Practical for caregivers

Early Childhood

FURNITURE



Made of the finest raw materials, our early childhood furniture lines are classroom-tough and built to last. With features like metal-to-metal construction and moisture-resistant surfaces, Lakeshore tables, chairs and storage units are guaranteed to withstand daily wear for years to come. Plus, our furniture and carpets are designed to support specific areas of the classroom...including dramatic play, block play and reading areas.

- Supports classroom organization
- Top-quality
- Built to last a lifetime





Flex-Space

FURNITURE

Lakeshore's product developers were inspired to create Flex-Space so teachers could meet the real-world needs of 21st-century elementary classrooms. Our most versatile furniture line lets teachers arrange flexible spaces that fluidly change throughout the day—supporting a wide variety of independent and cooperative learning activities while giving students choices about how they learn best.

Lifetime Warranty

on all Flex-Space storage units, desks and tables
(excluding write & wipe desks and tables)



- Over 10 flexible seating & storage options
- Easy to move & reconfigure

Lakeshore's POWER to Deliver

At Lakeshore, we are the developer, designer and distributor of our furniture and educational materials. This exceptional degree of control allows us to focus all of our efforts on creating the highest-quality classroom materials available. And with over 1.2 million square feet of inventory and distribution space, we are ready to fulfill all orders large and small.

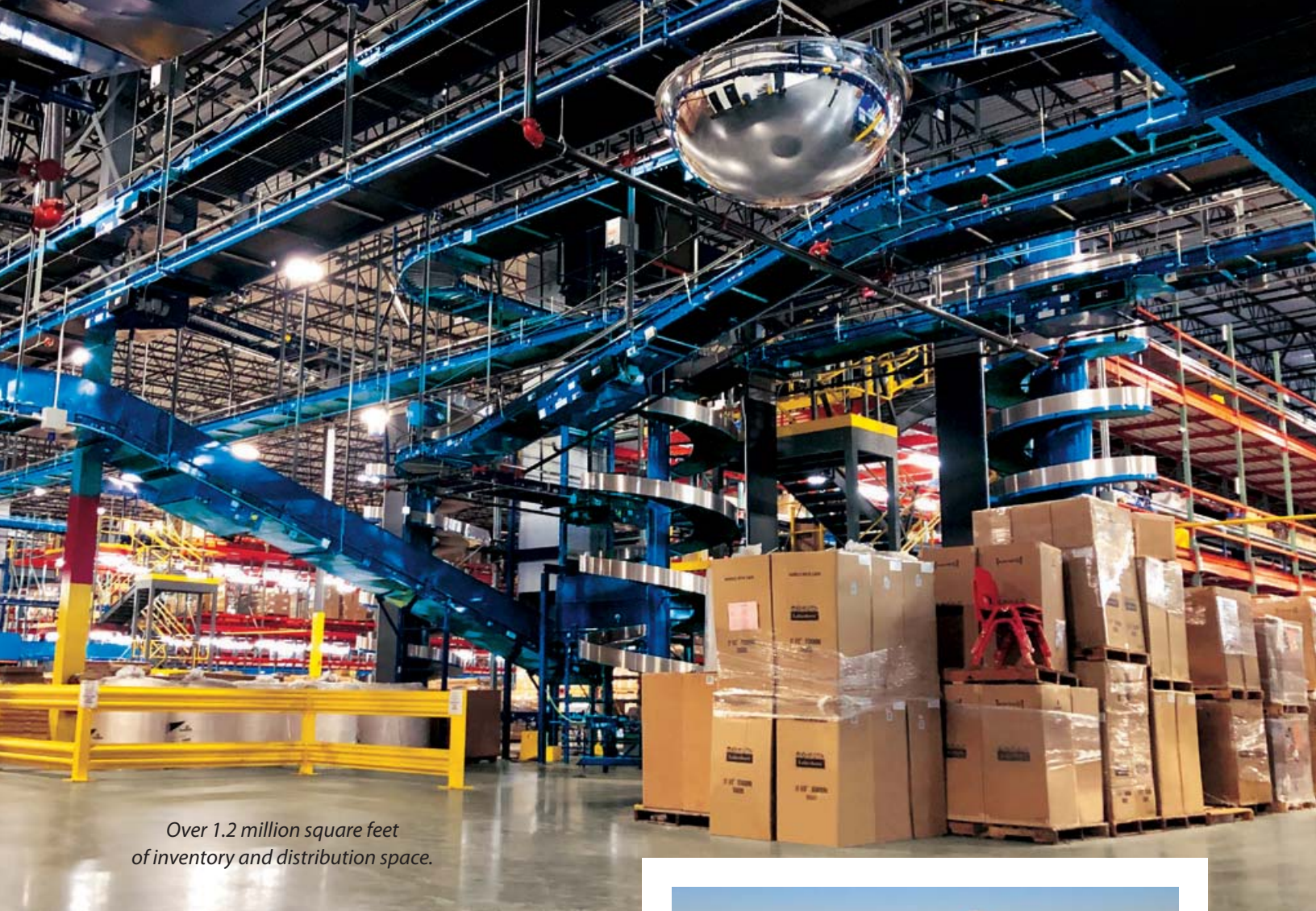
We're happy to be called perfectionists—as long as our customers get the materials they need when they need them. That's why **all orders arrive fast, 100% complete** and **with one invoice**.



Company Headquarters—Carson, California



Home to our west coast distribution center, Lakeshore headquarters is in close proximity to the **Ports of Los Angeles** and **Long Beach**, giving us unbeatable access to multiple points of the supply chain—and resulting in faster order fulfillment for our customers.



*Over 1.2 million square feet
of inventory and distribution space.*

Super-Fast Delivery

With two national distribution centers, we can provide faster shipping anywhere in the country—with no drop shipments ever!

- In stock and ready to ship
- Custom labeling—so every item is delivered to the right classroom
- One invoice...and no bill until delivery is complete

Quality Control

From the selection of raw materials to order fulfillment, we provide the highest degree of quality control at every point of the supply chain.

International Customers

Our products are available in over 70 countries—and the list is growing! Plus, Lakeshore distributors are committed to upholding our standards of excellence and service.



Our eastern distribution center in Midway, Kentucky.



Super-fast, comprehensive service from order to delivery!

The Lakeshore[®] CUSTOMER Commitment

At Lakeshore, our commitment to customers is a cut above the rest. That's why we offer some of the most comprehensive warranties in the industry—along with an unconditional guarantee of customer satisfaction: If you aren't happy with an item, return it for a full refund or exchange...no questions asked. But there's more to our commitment than that. We are determined to provide a level of value and service you won't find anywhere else.

Warranties & Guarantees

Lakeshore offers a lifetime warranty on premium-quality furniture, classroom tables, chairs and cots; a 10-year warranty on all classroom carpets; and a 5-year warranty on our outdoor furniture, trikes and vehicles.



Responsible Manufacturing

Lakeshore holds itself to the highest standards of conduct among its employees, vendors and suppliers. We are proud to be in full compliance with the California Transparency in Supply Chains Act.

Product Safety

All Lakeshore products meet or exceed U.S. safety regulations. Plus, our in-house Quality Assurance team tests and inspects all items with even more rigorous standards than those required by law.



Complete Classrooms®

Lakeshore Complete Classrooms* provide the service needed to fulfill any project...at no additional cost. Using our experienced sales, design and installation teams, you get the expertise you need and the support you want.

It's as Easy as 1, 2, 3!

- 1 Meet with our experts to discuss your needs.
- 2 Select a classroom design.
- 3 On delivery day, we take care of everything!



**Complete Classrooms service is provided for orders of \$10,000 or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations.*

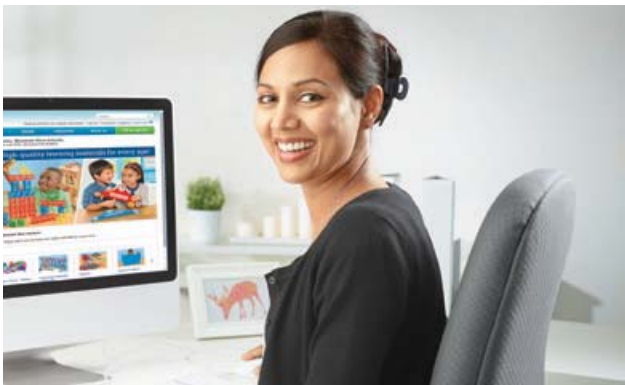


See your room design come alive in 3-D!

Free White-Glove Service

Complete Classrooms come with complimentary white-glove service! Once your order is placed, our delivery teams provide unbeatable service—taking care of every detail from start to finish!

- Free Delivery
- Free Assembly
- Free Classroom Setup



eProcurement

Cut administrative costs, streamline processes and put the purchasing cycle at your fingertips. Our ePro site complements any system and only includes features you need.

- Oracle
- Ariba
- SAP
- Skyward...and more

Professional Services Group

Our passion for education doesn't end with the products we make. Our PSG team offers personalized, hands-on services to support the unique and growing needs of schools—with targeted trainings for both teachers and administrators.



Custom Solutions

We customize materials for thousands of districts and programs nationwide—providing the educational products they need but can't find anywhere else. Our team is ready to help!



Visit Our Stores!

For maps to store locations, visit: LakeshoreLearning.com

Arizona

Paradise Valley
(Phoenix Area)
4727 E. Bell Rd.
(602) 482-7900

Phoenix
4819 E. Ray Rd.
(480) 940-7700

California

Carson & outlet
2695 E. Dominguez St.
(310) 537-4778

Fountain Valley
18679 Brookhurst St.
(714) 963-8255

Laguna Hills
23501 Avenida de la Carlota
(949) 462-9353

Los Angeles
2323 S. Sepulveda Blvd.
(310) 893-1150

Murrieta
24420 Village Walk Pl.
(951) 461-1352

Northridge
17072 Devonshire St.
(818) 366-4105

Pasadena
3848 E. Foothill Blvd.
(626) 356-3848

Roseville
1850 Douglas Blvd.
(916) 774-4304

San Bernardino
898 E. Harriman Pl.
(909) 890-1222

San Diego
7510 Hazard Center Dr.
(619) 297-8494

San Jose
1099 S. Bascom Ave.
(408) 998-0794

San Leandro & outlet
1144 Montague Ave.
(510) 483-9750

San Marcos
702 Center Dr.
(760) 504-0292

Upland
125 N. Mountain Ave.
(909) 985-9945

California cont'd

Ventura New Location
4300 E. Main St.
(805) 289-1550

Walnut Creek
1929 Mt. Diablo Blvd.
(925) 944-1495

Colorado

Littleton
8680A Park Meadows
Center Dr.
(303) 768-8484

Connecticut

Hamden
2335 Dixwell Ave.
(203) 287-0900

Florida

Davie New
5795 S. University Dr.
(954) 284-0411

Fern Park
335 E. State Rd. 436
(407) 260-5531

Tampa
4501 W. Kennedy Blvd.
(813) 207-0468

Georgia

East Cobb
(Marietta Area)
4287 Roswell Rd.
(770) 578-3100

Idaho

Boise
417 N. Milwaukee St.
(208) 377-1855

Illinois

Chicago
2255 W. 95th St.
(773) 233-9210

Orland Park
15780 S. La Grange Rd.
(708) 403-6300

Palatine
1403 N. Rand Rd.
(847) 705-5052

Indiana

Indianapolis
1300 E. 86th St.
(317) 574-0304

Kansas

Merriam
5670 Antioch Rd.
(913) 432-3998

Maryland

Towson & outlet
1620 E. Joppa Rd.
(410) 296-5888

Massachusetts

Newton
230 Needham St.
(617) 969-1171

Saugus
352E Broadway
(781) 233-3770

Michigan

Sterling Heights
12210 Hall Rd.
(586) 803-1435

Minnesota

Maplewood
1721 Beam Ave.
(651) 777-0650

St. Louis Park
5699 W. 16th St.
(952) 541-0991

Nebraska

Omaha
12005 W. Center Rd.
(402) 334-4466

Nevada

Henderson
1243 W. Warm
Springs Rd.
(702) 396-2890

New Jersey

Cherry Hill
2020 Marlton Pike West
(856) 910-0888

**East
Brunswick** New Location
269 State Route 18
(732) 967-8585

Hackensack
449 Essex St.
(201) 441-9214

New Mexico

Albuquerque
6646 Indian School Rd. NE
(505) 884-4866

New York

New Hyde Park
2079 Hillside Ave.
(516) 616-9360

Scarsdale
969A Central Park Ave.
(914) 472-1820

North Carolina

Matthews
10005 E. Independence
Blvd.
(704) 849-2370

Ohio

Cleveland
(Beachwood Area)
27500 Chagrin Blvd.
(216) 378-9488

Columbus
2148 Polaris Pkwy.
(614) 846-1710

Oklahoma

Oklahoma City
6300 N. May Ave.
(405) 858-8778

Oregon

Lake Oswego
16901 SW 65th Ave.
(503) 620-9888

Pennsylvania

King of Prussia
340 W. DeKalb Pike
(610) 354-0551

Rhode Island

Cranston
1400 Oaklawn Ave.
(401) 463-8800

Tennessee

Nashville New
21 White Bridge Rd.
(800) 428-4414

Texas

Austin
9828 Great Hills Trail
(512) 241-2885

Dallas
14060 N. Dallas Pkwy.
(972) 934-8866

Friendswood
19032 Gulf Fwy.
(281) 461-6263

Houston
2405 Post Oak Blvd.
(713) 355-1893

McAllen
1316 E. Expressway 83
(956) 618-0225

San Antonio
327 NW Loop 410
(210) 340-0504

The Woodlands
(Shenandoah Area)
19075 Interstate
45 South
(936) 271-3585

Utah

Salt Lake City
5480 S. 900 East
(801) 268-2224

Virginia

Alexandria
7009A Manchester Blvd.
(703) 719-0202

Washington

Bellevue
11027 NE 4th St.
(425) 462-8076

Visit our stores or shop online!
LakeshoreLearning.com

Lakeshore®

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 Equipment Company		
	2 Business name/disregarded entity name, if different from above Lakeshore Learning Materials		
	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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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.		
	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:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 7/15/2020
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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.