



Solicitation Number: RFP #091423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lakeshore Learning Materials, LLC, 2695 E. Dominguez Street, Carson, CA 90895 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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 C.F.R. § 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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Lakeshore Learning Materials, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/29/2023 | 1:54 PM CST

DocuSigned by:
Christopher Kingston
By: 8A86BAF005224A3...
Christopher Kingston
Title: Bid Analyst
Date: 11/29/2023 | 10:58 AM PST

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 11/29/2023 | 2:05 PM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Lakeshore Learning Materials
Does your company conduct business under any other name? If yes, please state: California
Address: 2695 E. Dominguez Street
Carson, CA 90895
Contact: Rafael Muro
Email: biddept@lakeshorelearning.com
Phone: 800-421-5354
Fax: 310-537-7990
HST#: 94-1525814

Submission Details

Created On: Tuesday August 08, 2023 13:16:02
Submitted On: Thursday September 14, 2023 11:50:46
Submitted By: Rafael Muro
Email: biddept@lakeshorelearning.com
Transaction #: da9b0bc1-c37d-4083-8b2b-d24ccb829e00
Submitter's IP Address: 142.202.105.81

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Lakeshore Learning Materials, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 0RJY0 SAM/UEI: QMR2KX8DS581
5	Proposer Physical Address:	2695 E. Dominguez Street Carson, CA 90895
6	Proposer website address (or addresses):	www.lakeshorelearning.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Representative Name and Title: Christopher Kingston, Bid Analyst Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: biddept@lakeshorelearning.com Phone: (800) 421-5354, ext. 2614
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact for Proposal Name and Title: Christopher Kingston, Bid Analyst Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: biddept@lakeshorelearning.com Phone: (800) 421-5354, ext. 2614
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Additional Contact for Proposal Name and Title: Doug Williams, Senior Vice President of Government & Military Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: dougwilliams@lakeshorelearning.com Phone: (317) 615-0051 Additional Contact for Proposal Name and Title: Tamara Serrato, Sales Support Specialist Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2760 E-Mail: tserrato@lakeshorelearning.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Like many great enterprises, Lakeshore started with one person taking a chance. In 1954, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. The move was a bit unconventional for a woman in 1950s America—but entrepreneurs don't typically follow the status quo. Initially, Ethelyn focused on selling toys to parents, but before long, local schools started calling her for art materials and other classroom supplies. Ethelyn listened to her customers. Sensing an untapped market, she sold the store and started Lakeshore Learning Materials.</p> <p>Eventually, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and turning Lakeshore into a million-dollar company within just a few years. When Ethelyn retired in 1971, Michael assumed the duties of CEO, while Charles became the Vice President in charge of merchandise and buying. Today, Michael's sons, Bo and Josh, are an integral part of the business as well—having worked their way up from summer jobs in the warehouse to CEO and Chief Product Officer, respectively.</p> <p>Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 60 retail stores, we offer multiple mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, classroom designs for infants through middle school and much more.</p>
11	What are your company's expectations in the event of an award?	<p>Upon award, your dedicated Lakeshore representative Doug Williams will reach out to confirm all post-award requirements and provide a timeframe for delivery of goods. All internal teams and personnel assigned to the account will be briefed on contractual requirements. If your order includes furniture or other goods needing installation, Lakeshore offers installation services, as outlined below.</p> <p>Order Procedure Sourcewell participating entities can order by credit card or purchase order. (In order to meet the project delivery schedule, Lakeshore requires purchase orders within 10 business days before scheduled delivery dates.)</p> <p>When Lakeshore receives an order from a Sourcewell participating entity, your dedicated Lakeshore Sales Support Specialist Tamara Serrato will contact the member to coordinate the logistics of the delivery, such as:</p> <ul style="list-style-type: none"> • Delivery dates and locations • Unloading restrictions • Stairs/elevator restrictions • Setup requirements <p>Once delivery details are confirmed, Tamara will process the order and work with our Traffic Department to arrange delivery dates according to your schedule.</p> <p>For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, KY and Carson, CA), until the Sourcewell participating entity provides confirmation to release orders and schedule deliveries.</p> <p>Sales Support Specialist Name: Tamara Serrato Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2760 Fax: (310) 537-7990 E-Mail: tserrato@lakeshorelearning.com</p> <p>Online Ordering System – Lakeshore ePro Site Lakeshore is proud to offer Sourcewell participating entities a free eProcurement website to help schools and institutions cut administrative costs, streamline processes, and put the entire purchasing cycle at their fingertips. Our eProcurement team serves over 10,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can customize multiple features and support electronic integration via cxml punchout and EDI.</p> <p>Sourcewell participating entities' free eProcurement website will display item name, item number, item description, intended age/grade range, catalog price, contract price, image(s) of the product, assembly information (if applicable), shipping information (if applicable), eco-labeling (if applicable), warranty information, and more.</p> <p>Lakeshore's eProcurement website complements any purchasing system (Oracle, SAP, Ariba, Skyward and more) and includes only those features you need.</p> <p>Delivery of Goods Lakeshore typically ships over a million boxes via Fedex each year, with four to</p>

		<p>eight Fedex semi-truckloads leaving our warehouses every day. We contract with five trucking companies that deliver 45,000 truckloads of materials each year to different regions across the country, and that number is growing.</p> <p>Delivery Time is 7-21 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to APO/FPO addresses take 4-6 weeks. Shipments to U.S. territories take 3-6 weeks. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Freight charges will apply to orders shipping outside of the contiguous United States.</p> <p>Lakeshore is flexible and can alter delivery and installation schedules if the Sourcewell participating entity's schedule changes.</p> <p>Product Availability and Delivery Capability From order to delivery, expect the best service in the industry!</p> <ul style="list-style-type: none"> • More than 2 million square feet of warehouse space in Carson, California, and Midway, Kentucky, to keep items in stock and ready to ship • Simple and hassle-free order tracking • Custom labeling—so every item is delivered to the right classroom, library, media center or other learning space • A single invoice no matter how many boxes or shipments in your order • Personalized service from order to delivery <p>Classroom Design Planning We have extensive experience partnering with Site and Design Advisory Teams on large classroom projects. Upon award, our team can meet with Advisory Boards to visit the classroom sites to measure, develop and deliver 3-D renderings of each classroom at no additional cost.</p> <p>We will offer complimentary 3-D classroom layouts for all Complete Classrooms® orders, which include “scaled” renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. Using our experienced Sales, Design and Installation teams, you get the expertise you need and the support you want.</p> <p>Installation Procedure On delivery day, we take care of everything! Our delivery teams are trained to provide unbeatable service from the moment they arrive. We'll take care of every detail from start to finish. Lakeshore's Installation Supervisor will supervise the delivery to ensure that all items are assembled, complete setup in each room, and remove all debris such as cardboard and packaging. Upon completion of each installation, our supervisor will also verify that classrooms are left in ready to move in condition! Should any rooms require further cleaning, such as vacuuming, dusting or mopping, additional cleaning services will be arranged.</p> <p>Complete Classrooms® design, delivery and white-glove installation service complimentary on orders of \$20,000 or more that ship to a single location in the contiguous United States.</p> <p>Depending on delivery location, additional charges may apply. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised setup in a classroom, a library, a media center or other learning space • Custom labeling and boxing of orders by designated information, such as by classroom or teacher • Supervised verification that all rooms are in ready-to-move-in condition
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Lakeshore is in sound financial condition and has received an unqualified audit opinion for the latest audit of its financial statements. We have no outstanding liabilities, nor tax and judgment liens, to the Internal Revenue Service or any other government entity. We are current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.</p> <p>Please see attached documentation including Lakeshore's balance sheets, banking information, and credit references.</p>

13	What is your US market share for the solutions that you are proposing?	<p>As one of the largest educational materials companies in the world, Lakeshore relies on over 70 knowledgeable members of our sales force. As the needs of the industry are ever changing, our consultants continue to learn and evolve to meet and exceed those needs. You can be confident that your local Lakeshore representative, Doug Williams, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings.</p> <p>Lakeshore has extensive experience working with school districts, individual schools, elementary programs, early childhood programs (both public and private), and all related government agencies. Below are a few examples of the types of furniture large orders that we skillfully and conscientiously handle on a regular basis.</p> <p>Killeen Independent School District - Based in Killeen, Texas, the district tasked Lakeshore with designing and furnishing 60 elementary classrooms and 10 specialty rooms—including breakout spaces, a music center, a library and a special education resource area. In addition to supplying the furniture and materials, Lakeshore also provided full installation services and debris removal for all 70 learning spaces. Killeen ISD is now equipped with flexible, multipurpose spaces to support teachers, students and overall classroom management.</p> <p>San Diego City Schools - Based in San Diego, California, this sprawling district partnered with Lakeshore to modernize 151 elementary classrooms at 32 different sites. The goal was to provide teachers and students with environments that reflect best practices for 21st-century learning—while also encouraging engagement, exploration and collaboration across multiple learning domains. Lakeshore fulfilled every order and provided comprehensive setup for each location, including installation and debris removal. All 151 classrooms were completed ahead of schedule and in less than four weeks.</p> <p>Peoria Public Schools - Based in Peoria, Illinois, the Board of Education contracted with Lakeshore to outfit their Early Learning Center, off-campus Extension Center and Parent Lending Library with furniture and supplemental materials. The partnership continued to grow—with Lakeshore contracted to upgrade all kindergarten through 4th-grade classrooms with mobile furniture designed to engage students and allow teachers to utilize a variety of different instructional practices. By the end of 2023, Lakeshore will also have outfitted the district's dual-language programs, media centers and self-contained classrooms designed for special education.</p> <p>Salinas City Elementary School District - Based in Salinas, California, the district reached out to Lakeshore to implement the use of mobile furniture in pre-k and transitional kindergarten classrooms, as well as classrooms for students with special needs. This process involved intensive collaboration and modification to classroom design to support the use of adaptive equipment and to accommodate varying learning modalities. To support the process further, Lakeshore furnished pilot classrooms to ensure success when furniture was fully implemented across 60+ classrooms in the district.</p> <p>Long Beach Unified School District - Based in Long Beach, California, the district partnered with Lakeshore to modernize 265 preschool, transitional kindergarten, kindergarten, outdoor and special day classrooms using the company's proprietary mobile furniture. In addition, each preschool environment was aligned to California Preschool Learning Foundations criteria and LBUSD school readiness goals. Prior to implementation, 30 classrooms were piloted for 45 days to allow for necessary modifications and improvements. All classrooms were delivered and installed over summer break so that each setting would be ready in time for the new school year.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Lakeshore has over 30 years of experience working to serve customers in Canada. Lakeshore has a long-established partnership to distribute goods to our Canadian customers. Since Lakeshore is a private company, market share is not possible to accurately gauge, although Lakeshore has a rich history of successfully providing goods to customers across Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A - Lakeshore has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b. Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations. For this proposal, we are happy to offer our Furniture Solutions with Related Accessories and Services for RFP #091423. Please visit our website, www.LakeshoreLearning.com, or review the enclosed catalogs and price list to view all of our available products.</p> <p>Among the wide range of educational products offered by Lakeshore, there are over a thousand items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere else: AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WF YB.</p> <p>Please see the attached store list for authorized Lakeshore retail stores. We certify that we are the manufacturer of, and are authorized to sell and install, all Lakeshore Learning Materials products and furniture lines.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Lakeshore holds city, county and state licenses for areas that require them. Lakeshore's installer holds a Class B License.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A - Lakeshore has not been suspended or debarred during the past ten years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Lakeshore has been developing its own line of innovative learning materials since 1988. All of our product developers are educators who apply real-world classroom experience to every product we develop—helping us provide the materials children need to reach their education goals. Below are just a few of our most recent award-winning products:</p> <ul style="list-style-type: none"> 2022 National Parenting Product Awards (NAPPA): Lakeshore GG519 Create & Play Magnetic Monsters 2021 National Parenting Product Awards (NAPPA): Lakeshore TT359 Treasures Await! Adventure Ship 2021 National Parenting Product Awards (NAPPA): Lakeshore HH539 Carry Around Robot Town 2020 National Parenting Product Awards (NAPPA): Lakeshore TT411 Real-Action Fire Truck Parents Magazine – “Parents Best Toys 2020”: Lakeshore TT411 Real-Action Fire Truck Parents Magazine – “Parents Best Toys 2020”: Lakeshore DD808 Under-the-Sea Mermaid Palace Good Housekeeping’s – “Best Toy Awards for 2020”: Lakeshore DD808 Under-the-Sea Mermaid Palace 2019 National Parenting Product Awards (NAPPA): Lakeshore HH238 Build & Play Treehouse 2019 National Parenting Product Awards (NAPPA): Lakeshore HH587 Carry-Around Animal Town 2019 National Parenting Product Awards (NAPPA): Lakeshore GG127 Remote-Control Gear-Bot 2019 National Parenting Product Awards (NAPPA): Lakeshore EE134 Magical Castle Bed Tent Learning Magazine 2019 Teachers’ Choice Award for the Classroom: Lakeshore PP739 Power Tiles Circuit Kit - Master Set Learning Magazine 2019 Teachers’ Choice Award for Preschool: Lakeshore LM4453 See-Inside Magnetic Blocks Learning Magazine 2019 Teachers’ Choice Award for the Family: Lakeshore PP779 Play & Explore Rocket <p>United States Postal Service The United States Postal Service (USPS) recognized Lakeshore in May 2019 with the Pacific Area Mailing and Digital Award, given for innovation and industry best practices. This award recognizes companies who demonstrate creativity by finding new methods to use the mail to drive significant business results and mail growth. Lakeshore was one of 14 companies awarded nationwide.</p>
20	What percentage of your sales are to the governmental sector in the past three years	One percent (1%) of Lakeshore’s sales in the past three years have been to the governmental sector.
21	What percentage of your sales are to the education sector in the past three years	Ninety-nine percent (99%) of Lakeshore’s sales in the past three years have been to the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>The following are just a few cooperative contracts Lakeshore is a part of and their respective annual sales volume for the past three years:</p> <ul style="list-style-type: none"> • Harris County Department of Education / Choice Partners - \$259,297.69 • Region 20/PACE - \$383,160.17 • Region 8/TIPS - \$1,497,352.77 • Region 19/Allied States Cooperative - \$1,016,813.48 • NCPA (National Cooperative Purchasing Alliance) - \$148,421.02 • AEPA - \$111,680.84 • Greenbush - \$471,384.91 • Mohave - \$966,097.34 • NPP - \$782,775.35 • MISBO - \$567.98 <p>Lakeshore works with customers to determine the best value to them. Terms offered by Lakeshore to Sourcwell members will be the most advantageous of all cooperatives (after accounting for the administrative fee of 2% of sales under the Contract).</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Lakeshore has GSA Contract #GS-03F-101GA, which has an annual sales volume of \$1 million per year.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Todd County Board of Education	Mark Thomas	(270) 265-2436	*
Killeen Independent School District	Kasey Modde	(254) 336-0093	*
South Dakota State University - Child and Family Resource Network	Rachel Busmann	(605) 688-6281	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Dallas ISD	Education	Texas - TX	Complete Classroom installations, Order fulfillment	\$1,628.29	\$12,327,748.97	*
Houston ISD	Education	Texas - TX	Complete Classroom installations, Order fulfillment	\$2,733.92	\$10,684,152.06	*
Step up for Students	Non-Profit	Florida - FL	Complete Classroom installations, Order fulfillment	\$139.99	\$8,976,160.25	*
Philadelphia School District	Education	Pennsylvania - PA	Complete Classroom installations, Order fulfillment	\$2,558.66	\$6,522,032.55	*
Killeen ISD	Education	Texas - TX	Complete Classroom installations, Order fulfillment	\$5,282.71	\$5,673,625.37	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	<p>Lakeshore is proud to have over 70 knowledgeable team members around the United States who comprise our sales force. As the needs of the industry are ever changing, our consultants continue to learn and evolve to meet those needs. You can be confident that your assigned Lakeshore representative, Doug Williams, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings.</p> <p>The following are the number of sales persons employed in 6 different regions across the U.S: Southern California – 13 sales persons Northwest Region – 8 sales persons Central Region – 10 sales persons Texas/New Mexico – 10 sales persons Midwest – 10 sales persons Northeast – 10 sales persons Southeast – 12 sales persons Mid-Atlantic Region - 7 sales persons</p> <p>We also have 41 Sales Support Specialists and 7 Professional Development Specialists.</p> <p>Sales/Field Support Structure Sales Staff Corporate Headquarters:</p> <ul style="list-style-type: none"> • President of Sales • President of Educational Division • Senior Vice President of Sales • Vice President of Retail Division • Vice President of Sales Operations • Vice President of Solutions • Vice President of Sales • Vice President of Elementary • Vice President of Business Development • Vice President of Business Process & Contracts • Senior Vice President of Marketing • Sales Assistant Manager • Professional Services Group Manager • 41 Sales Support Specialists • 39 Inside Sales Representatives • 2 Sales Administrative Assistants • 5 Person Events Team • 4 Custom Solutions Coordinators <p>Throughout the United States:</p> <ul style="list-style-type: none"> • Senior Vice President of Government & Military • Vice President of Military Sales • 8 Regional Vice Presidents (Southern California, Northwest, Midwest, Texas/New Mexico, Mid-Atlantic, Southeast, and Northeast) • 68 Regional Managers • 9 Sales Support Representatives • 7 Professional Development Specialists
27	Dealer network or other distribution methods.	<p>With Lakeshore, you will be working with a single point-of-contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or Dealer Authorizations. In addition, our products are always in stock and are backed by our ironclad warranties and guarantee of customer satisfaction. Additionally, all items can be purchased through our website at www.LakeshoreLearning.com.</p> <p>Lakeshore typically ships over a million boxes via Fedex each year, with four to eight Fedex semi-truckloads leaving our warehouses every day. We contract with five trucking companies that deliver 45,000 truckloads of materials each year to different regions across the country, and that number is growing.</p> <p>Because we ship everything from our two national distribution centers, all ordered items will arrive with a complete and accurate packing list. We ship orders within two business days of receipt, and you will receive your order in 7 to 21 working days (applicable to the 48 contiguous states).</p>

28	Service force.	<p>Lakeshore has two (2) state-of-the-art distribution centers (located in Carson, CA and Midway, KY) and more than 2 million square feet of warehouse space! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor. Our new distribution center in Midway, Kentucky is centrally located for all U.S. customers, enabling us to serve the U.S. from coast to coast!</p> <p>Distribution Center Locations:</p> <p>Distribution Center 1: 2161 E Dominguez St Carson, CA 90810</p> <p>Distribution Center 2: 547 McKinney Ave Midway, KY 40347</p> <p>Retail Network Lakeshore retail stores are located nationwide, currently in 30 states. Sourcewell members can take advantage of our retail stores located in St. Louis Park and Maplewood, Minnesota (or any of our nationwide retail store locations). Our Minnesota store managers and team of over 30 store associates are available to provide a seamless shopping experience. Simply provide account name "Sourcewell" and "RFP #091423" at the register to receive contract pricing. Lakeshore is also willing to make these retail store spaces available to Sourcewell members for special events.</p> <p>Lakeshore Learning Store (St. Louis Park) 5699 W. 16th St. St. Louis Park, MN 55416 Phone: (952) 541-0991 Fax: (952) 541-0915 Store Hours: Monday-Saturday 10:00 AM-8:00 PM, Saturday 10:00 am -7:00 pm, Sunday 11:00 AM-5:00 PM.</p> <p>Lakeshore Learning Store (Maplewood) 1721 Beam Ave. Maplewood, MN 55109 Phone: (651) 777-0650 Fax: (651) 777-0668 Store Hours: Monday-Friday 10:00 AM-8:00 PM, Saturday 10:00 am -7:00 pm, Sunday 11:00 AM-5:00 PM.</p> <p>For additional Lakeshore store locations, please see attached Store List.</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Order Procedure Sourcewell participating entities can order by credit card or purchase order. (In order to meet the project delivery schedule, Lakeshore requires purchase orders within 10 business days before scheduled delivery dates.)</p> <p>When Lakeshore receives an order from a Sourcewell participating entity, your dedicated Lakeshore Sales Support Specialist Tamara Serrato will contact the member to coordinate the logistics of the delivery, such as:</p> <ul style="list-style-type: none"> • Delivery dates and locations • Unloading restrictions • Stairs/elevator restrictions • Setup requirements <p>Once delivery details are confirmed, Tamara will process the order and work with our Traffic Department to arrange delivery dates according to your schedule.</p> <p>For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, KY and Carson, CA), until the Sourcewell participating entity provides confirmation to release orders and schedule deliveries.</p> <p>Sales Support Specialist Name: Tamara Serrato Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2760 Fax: (310) 537-7990 E-Mail: tserrato@lakeshorelearning.com</p> <p>Online Ordering System – Lakeshore ePro Site Lakeshore is proud to offer Sourcewell participating entities a free eProcurement website to help schools and institutions cut administrative costs, streamline processes, and put the entire purchasing cycle at their fingertips. Our eProcurement team serves over 10,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can customize multiple features and support electronic integration via cxml punchout and EDI.</p> <p>Sourcewell participating entities' free eProcurement website will display item name, item number, item description, intended age/grade range, catalog price, contract price, image(s) of the product, assembly information (if applicable), shipping information (if applicable), eco-labeling (if applicable), warranty information, and more.</p> <p>Lakeshore's eProcurement website complements any purchasing system (Oracle, SAP, Ariba, Skyward and more) and includes only those features you need.</p> <p>Delivery of Goods Lakeshore typically ships over a million boxes via Fedex each year, with four to eight Fedex semi-truckloads leaving our warehouses every day. We contract with five trucking companies that deliver 45,000 truckloads of materials each year to different regions across the country, and that number is growing.</p> <p>Delivery Time is 7-21 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to APO/FPO addresses take 4-6 weeks. Shipments to U.S. territories take 3-6 weeks. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Freight charges will apply to orders shipping outside of the contiguous United States. Lakeshore is flexible and can alter delivery and installation schedules if the Sourcewell participating entity's schedule changes.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Lakeshore always has a comparative advantage over competing companies, in that we are both manufacturer and provider. This allows us to tackle customer service concerns at the source—from prototype development to factory floor to distribution and delivery. Providing unsurpassed customer service and support is an integral part of the purchasing process, which is why we attach a dedicated Inside Partner to all Sourcewell orders. Sales Support Specialist Tamara Serrato (contact information below) is there to assist with any and all service questions or concerns—before they become problems. Response-time capabilities are typically same day, or within 24 hours.</p> <p>We can't say it enough: Customer satisfaction is our number-one priority. In addition to a dedicated Inside Partner, our in-house Customer Service Department is staffed with multifaceted individuals who go out of their way to provide a peak experience. Our Customer Service representatives are available to assist with any questions regarding our products. They can be reached at (800) 428-4414 Monday–Friday, 6:00 a.m.–6:00 p.m., PST.</p> <p>Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee: If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked.</p> <p>Customer Service – Sales Support Specialist: Name: Tamara Serrato Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2760 Fax: (310) 537-7990 E-Mail: tserrato@lakeshorelearning.com</p> <p>Customer Service Center: Address: Lakeshore Learning Materials - Customer Service Department 2695 E. Dominguez St., Carson, CA 90895 Phone: (800) 428-4414 Fax: (310) 537-4261 E-mail: lakeshore@lakeshorelearning.com Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST</p> <p>As a customer support resource, Sourcewell participating entities can also take advantage of our retail stores located in St. Louis Park and Maplewood, Minnesota (or any of our nationwide retail store locations). Please see attached Store List for locations.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Lakeshore Learning Materials has been in business over 69 years and have built our reputation by providing high quality, developmentally appropriate and relevant materials to teachers, young children, and students across the United States. We develop and manufacture the vast majority of the items we feature in our catalogs, retail stores and website.</p> <p>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.</p> <p>Delivery of Goods Lakeshore ships millions of boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the United States, and that number is growing.</p> <p>More than 2 million square feet of warehouse space in Carson, California, and Midway, Kentucky! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor. Our new distribution center in Midway, Kentucky is centrally located for all U.S. customers, enabling us to serve the U.S. from coast to coast!</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Lakeshore is able and willing to provide products and services to Sourcewell participating entities in Canada, without issue. Lakeshore has many years of experience providing products to this group of customers and does not foresee any issues. Lakeshore has a dedicated logistics team that specializes in ensuring orders reach their destinations in a timely manner. In addition to our established history in Canada stretching back over 30 years, we also have warehouse facilities located in Canada, to ensure all provinces are able to receive prompt service, without stock issues.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Lakeshore will be able to serve all geographic areas of the United States and Canada. There may be charges applied for extremely remote areas, but these remote destination charges would reflect additional fees incurred by Lakeshore and are not assessed arbitrarily.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Lakeshore will be able to serve any and all Sourcewell Member sectors, including government, education, not-for-profit organizations. Lakeshore ships to over 70 countries worldwide, providing products to all 7 continents. We do not have any cooperative purchasing contracts that limit our ability to promote another contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For orders shipping to Alaska and Hawaii, shipping charges are 25% of the total merchandise cost, with a \$9.99 minimum. If an order shipping to Alaska, Hawaii, U.S. territories, P.O. Box or APO/FPO contains a shipping-restricted item, we will e-mail you with a separate quote. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks for delivery. Shipments to APO/FPO addresses take 4-6 weeks. Please note that this is the time it takes your order to reach the centralized APO/FPO address, and we cannot guarantee delivery times to specific military installations. However, we ship via USPS Parcel Post, and most orders arrive in a timely manner. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Shipments to U.S. territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the Sourcewell Marketing Plan. Our Marketing Director is Brittany Balandis, who is committed to marketing this contract to ensure that Sourcewell participating entities' needs are met.</p> <p>Our marketing staff has extensive experience implementing strategies throughout the country and will be versed in the intricacies of the contract with Sourcewell. Marketing staff will be trained to use Sourcewell as a primary source, and will create and distribute materials that specifically emphasize the benefits of working with Sourcewell and Lakeshore.</p> <p>Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new Sourcewell relationship when visiting customers. If requested, we can create targeted flyers that include specific contract details. We can also note the contract in each participating agency's Lakeshore account. Lakeshore regional managers can also attend any conferences related to Sourcewell.</p> <p>Sales will be monitored from the participating agencies provided they reference the Sourcewell contract on their purchase orders. All reported sales will be provided in the form of a Usage Report. Simply provide a Sourcewell member list and we will include those members on our reports.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Lakeshore regularly and consistently uses e-mail and social media to market products and services to its current and prospective customers. With an active presence across all leading social media and networking platforms, Lakeshore maintains a close connection to its digital customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will be able to offer Lakeshore a variety of new opportunities to work with its members. We look forward to acting on any leads for projects relevant to Sourcewell participating entities. From Lakeshore's perspective, the Sourcewell contract will be used in the field in any situation where it would be applicable to a particular customer or customers.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>eProcurement Services Lakeshore offers custom eProcurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cxml punchout and EDI.</p> <p>Benefits of Custom E-Procurement Websites Online Ordering</p> <ul style="list-style-type: none"> • Control spending by setting up authorized users and restrictions. • Improve efficiency • Simplify reporting & reconciliation • Achieve "green" goals • Access to contract pricing! <p>Online features</p> <ul style="list-style-type: none"> • Online order tracking and administration • Purchasing system integration (SAP, Oracle & more) • Custom spending thresholds and approval processes • Custom product assortments and terms • Setup is fast and secure <p>Customization Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our e-Procurement website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.</p> <p>Restrictions We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow item selection to target customers' needs by removing certain categories of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.</p> <p>Purchase Options Staff can purchase online by using a purchase order or credit card. For further customization or EDI integration with Sourcewell systems, contact our ePro support team at (855) 827-5830 or via e-mail at myepro@lakeshorelearning.com.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>A Lakeshore representative will be available for any product demonstrations or trainings that are needed by Sourcwell members. Trainings can be provided in person, by phone (Skype, Zoom, etc.), or via the Internet.</p> <p>In addition, Lakeshore is offers high-quality, targeted, and effective professional development solutions. Our Lakeshore Professional Services Group works with hundreds of educational programs around the country to develop customized training materials and professional development modules. We are proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators.</p> <p>Qualifications Lakeshore's passion for supporting educators does not end with the products we make. As educators themselves, our Professional Services 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:</p> <ul style="list-style-type: none"> • 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 <p>Below are just a few of our wide range of standing topics:</p> <ul style="list-style-type: none"> • Social-Emotional Development • STEM/STEAM • Developmentally Appropriate Activities • Environments • Language and Literacy • Instructional Support • Cognitive Development • Intervention <p>With decades of combined experience, our team of specialists are strategy experts who will provide engaging workshops to prepare families, staff, and community leaders to teach young minds.</p> <p>Professional Development Rates / Price Sheet At Lakeshore, we believe that live, hands-on learning opportunities provide the best results for optimal, long-term learning for all participants. Please see our training options below:</p> <ul style="list-style-type: none"> • Keynote presentations (district wide, school based or defined group) • Face to face workshops (at the district or school level, open or closed groups), • Live and recorded webinars (open or closed groups) <p>Session & Rates Professional Development Workshop, Training, Environment Walk-thru, and Product Demonstration Half-day, up to 3 consecutive hours – Rate \$3,500 Full-day, 3-6 hours – Rate \$4,500 Virtual Training (90-minute webinar session) – Rate \$1,750 Virtual Training (60-minute webinar session) – Rate \$1,250</p> <p>Rates for Professional Development Services are in effect through the initial contract term and subject to change on an annual basis.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>Lakeshore continues to introduce new and innovative products to the marketplace on an annual basis. Whether it is the newly created Flex-Space and Engage furniture line, or one of the many Sole Source products designed in-house, Lakeshore is constantly paying attention to market trends and the purchasing patterns of our customers. Our dedicated group of professional educators works to develop new materials they know teachers will need. In addition, Lakeshore is constantly improving the service we provide to customers. By offering Complete Classroom options, as well as a one-stop solution for classroom issues, Lakeshore is able to maintain an edge in the marketplace. Lakeshore also operates over 62 retail stores, providing innovative spaces for educators to learn about, and shop for, new and unique products. Through exceptional customer service and unmatched deliverability, Lakeshore is positioned to further increase market share in the future.</p> <p>Lakeshore created our new Engage line with student collaboration in mind. Furniture designed for older kids, that allows for group work and makes study time more inviting—with sleek yet comfy modular seating. Easy to clean with added foam with comfort in mind, kids of all ages will love sitting on our couches and ottomans.</p> <p>Customized Learning Solutions At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Customizing educational materials is our business! We can develop customized learning solutions.</p> <p>Our kits can zero in on the particular member strategies listed below and initiatives that may need specialized products and packaging:</p> <ul style="list-style-type: none"> • Family Engagement An integral part of any early learning or school readiness program, family engagement products help families become active partners in the education of the children in their lives. • Special Education We specialize in offering custom solutions for students with disabilities. One example is SANDI, an online assessment created by the Riverside County Office of Education. We’ve also worked with districts around the country to develop materials kits that provide students with access to state standards in ways that are developmentally appropriate and respectful of chronological age. • Early Childhood Our sourcing and manufacturing capacity is simply the best in the industry. We’ve worked with Early Head Start & Head Start programs, and school districts around the country to customize kits that meet standards and help children become school ready. • Elementary To help schools around the country implement educational standards and measurable benchmarks in their elementary programs, we have customized a variety of kits that feature hands-on and engaging materials that can be used in whole group, small group and intervention settings.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Lakeshore is committed to many green initiatives, and we recognize the importance of achieving sustainability in our businesses and schools. That's why we have taken big steps to explore how our company and employees can effectively contribute to reducing our carbon footprint.</p> <p>Thanks to our investment in renewable energy, one of our warehouses is powered by solar energy. Our solar panels occupy roughly 80,000 square-feet or about 1.5 football fields. In all, our solar panels cut CO2 emissions by 320 tons a year—the same as planting 8,742 new trees per year. Solar panels last 30-40 years, so we are going to conserve energy for many years to come.</p> <p>Lakeshore's top-quality products are designed to last year after year—promoting sustainability in the classroom and reducing waste. From our ruggedly built furniture to our many reusable classroom activities, the majority of our products are non-consumable and will stand up to years of use.</p> <p>As a company, we work to encourage recycling, reduce waste, and save energy. At our headquarters—as well as in all of our stores nationwide—we recycle our materials and supplies wherever possible. We have also lowered electricity use by installing motion sensors on our lights and using energy-saving settings on our computers.</p> <p>To reduce paper waste, we promote the use of our website and e-commerce with all of our customers, creating an environment where a paper trail can be substituted with a digital trail. We have also purchased Forest Stewardship Council Certified Paper, and we're working toward printing all of our catalogs on FSC paper.</p> <p>Listed below are several of the ways we are investing in the environment beyond the typical efforts to reduce, reuse and recycle our paper and cardboard waste, and to cut back on inefficient use of power, water, and other renewable resources:</p> <p>Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Gold Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.</p> <p>GREENGUARD Gold Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Gold Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD Gold logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards—reducing chemical pollutants and helping improve the quality of indoor air.</p> <p>For a complete listing of Lakeshore's GREENGUARD Gold Certified products, just search the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department by calling (800) 421-5354.</p> <ul style="list-style-type: none"> • We are one of the founding sponsors of the Nature Forum, which helps early childhood programs around the world get children outdoors and learning about the natural world. • Kids & Company, our on-site preschool for our employees' children, has partnered with Dimensions and the Nature Forum to create our own Nature Explore Classroom, giving employees' children a natural play area where they reconnect with the earth in the midst of an industrial and urban environment. • We actively promote and reward carpooling with our employees. • The safety of all of our products is of paramount importance. Every item we sell has been tested for toxic materials—and we continually exceed every federal regulation in the pureness of our materials. • We promote the use of our on-line catalog and e-commerce with all of our customers, effectively creating an environment where a paper trail can be substituted with a digital trail, not only reducing the use of the paper generated by our customers and ourselves, but also reducing the amount of electricity and fuel needed to deliver and process those orders. • We have just purchased FSC {Forest Stewardship Council) Certified Paper, and from here on out, all of our catalogs will be printed on FSC paper. • All of our used corrugate materials are efficiently bundled and sent to be recycled and used again. <p>These are just a few of our initial steps to create a greener environment for our employees and our customers, and those we touch around the United States.</p>
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Gold Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.</p> <p>GREENGUARD Gold Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Gold Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD Gold logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards—reducing chemical pollutants and helping improve the quality of indoor air.</p> <p>For a complete listing of Lakeshore’s GREENGUARD Gold Certified products, just search the keyword “GREENGUARD” on our website. You may also request more information from Lakeshore’s Customer Service Department by calling (800) 421-5354.</p>	*
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	Lakeshore has earned GREENGUARD Gold Certification.	
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a company founded by a woman and single mom, Lakeshore is committed to equal opportunity for all. We have enclosed a partial list of some of the minority-owned and women-owned businesses that we use as vendors. We have enclosed this partial list because our vendor base numbers over 2,000 (and the products and components we carry are well over that number). We would not need to specifically “contract” with another company to fill your order because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times.</p> <p>We strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company’s operations can be maintained while enhancing both the nation’s economic progress and each individual’s progress.</p> <p>To that end, Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran-owned business enterprises whenever possible. Please see the attached M/WBE Participation Letter and Good Faith Effort Policy.</p>	*

46	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Industry Leader</p> <p>Lakeshore is proud to be an industry leader in many important ways. Below we have outlined several key areas where service greatly impacts student outcomes. We believe that agencies like Sourcewell should expect all of these things as minimum requirements for any vendor who wishes to do business with them.</p> <ul style="list-style-type: none"> • Product Safety: Lakeshore will provide up-to-date testing documentation upon request to ensure that each item sold or distributed meets all current ASTM requirements. • Distribution: NO DROP SHIPMENTS. All orders arrive 100% complete, in one shipment, from one point of origin—Lakeshore’s distribution center. • Custom Cartoning & Labeling: Boxes are labeled by site, by classroom, and/or by teacher name so materials can be quickly inventoried and delivered to each location without error. • Delivery Services: Lakeshore offers complimentary White-Glove Service on Complete Classroom orders over \$20,000 shipping to a single location within the contiguous U.S. (may include additional charge for remote locations), which includes working with on-site personnel to schedule the delivery, meeting the truck upon arrival, coordinating with site contacts, assembling all furniture, placing materials, and organizing each room to specification. • Classroom Layouts: Lakeshore provides complimentary 3-D classroom layouts for all Complete Classroom orders, which includes scaled renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. • E-Procurement Services: Lakeshore offers complimentary and customized e-procurement services that are compatible with in-house purchasing systems and web-based platforms (Oracle, Ariba, SAP, Skyward, etc.). We offer a full-service menu of functions including quick order approval, multi-level approvals, user-specific budgets, customized product assortments, multiple payment options, easy self-service user administration, and more. • Warranties & Guarantees: Lakeshore offers a lifetime warranty on all premium-quality classroom furniture, tables and desks, chairs, and cots, a 10-year warranty on all classroom carpets, a 5-year warranty on all write & wipe mobile tables & desks, outdoor furniture, trikes and cribs, a full-year warranty on all other items, and an unconditional guarantee of satisfaction on all purchases. • GREENGUARD Gold Certification: Lakeshore’s furniture lines are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	<p>Do your warranties cover all products, parts, and labor?</p>	<p>Product Warranty</p> <p>We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange. Your satisfaction is our number-one priority.</p> <ul style="list-style-type: none"> • Lifetime warranty on Premium-Quality Classroom Furniture, Tables and Desks, Chairs, and Cots • 10-year warranty on Classroom Carpets • 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, Trikes, and Cribs • All other items receive a full-year warranty (unless otherwise noted) <p>If any product breaks within the warranty period, we will repair or replace it... at no charge for parts or labor.</p>

48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Lakeshore believes in the quality of our products, and we stand behind them. Our no-nonsense warranties guarantee that the items we create are meticulously designed and carefully crafted to withstand the test of time. If any product breaks within the warranty period, we will repair or replace it... at no charge for parts of labor.</p> <p>Our warranties cover any structural defects that are found under normal, everyday use. Structural defects do not include cosmetic damage caused by regular wear and tear (such as the gradual fading of fabrics over time) or damage caused by factors outside of normal use, such as acts of nature, modification or unreasonable or abusive use.</p>	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Lakeshore does not offer maintenance or repair services. However, our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Lakeshore does not offer maintenance or repair services. However, our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>With Lakeshore, you will be working with a single point-of-contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or Dealer Authorizations. In addition, our products are always in stock and are backed by our ironclad warranty!</p> <p>Our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.</p>	*
52	What are your proposed exchange and return programs and policies?	<p>Returns or Exchanges</p> <p>Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.</p>	*
53	Describe any service contract options for the items included in your proposal.	<p>Complete Classrooms® design, delivery and white-glove installation service complimentary on orders of \$20,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised setup in a classroom, a library, a media center or other learning space • Custom labeling and boxing of orders by designated information, such as by classroom or teacher • Supervised verification that all rooms are in ready-to-move-in condition <p>Classroom Design Planning</p> <p>We have extensive experience partnering with Site and Design Advisory Teams on large classroom projects. Upon award, our team can meet with Advisory Boards to visit the classroom sites to measure, develop and deliver 3-D renderings of each classroom at no additional cost.</p> <p>We will offer complimentary 3-D classroom layouts for all Complete Classrooms® orders, which include "scaled" renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. Using our experienced Sales, Design and Installation teams, you get the expertise you need and the support you want.</p> <p>Customized Learning Solutions</p> <p>At Lakeshore, we understand that a "one size fits all" product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Target areas of customization include family engagement, special education, elementary education strategies and curricula, early childhood education strategies and curricula, and more. Pricing for our customized learning solutions depends on the materials and supplies needed.</p> <p>Professional Development</p>	

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

Your goals are our goals, and we don't believe in a one-size-fits-all approach. As former educators, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:

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

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

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

Our sessions combine customized content, real-life stories, best practice implementation strategies and a motivational delivery to engage your participants. PSG trainers offer a personal touch that only teachers themselves can provide. Professional development can be tailored for a variety of audiences, including teachers, administrators and parents. Choose from in-person events, live or recorded virtual sessions, or a combination of both.

Professional Development Rates / Price Sheet

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

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

Session & Rates

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

Half-day, up to 3 consecutive hours – Rate \$3,500

Full-day, 3-6 hours – Rate \$4,500

Virtual Training (90-minute webinar session) – Rate \$1,750

Virtual Training (60-minute webinar session) – Rate \$1,250

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	Lakeshore's standard payment terms are Net 30 Days. For your convenience, we accept a wide variety of payment options to make ordering a breeze, including check, money order/cashier's check, ACH and EDI. We also accept Purchasing Cards (Pcards).
55	Describe any leasing or financing options available for use by educational or governmental entities.	Lakeshore does not provide leasing or financing options.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Lakeshore does not propose any additional forms.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, staff can purchase online by using a purchase order, or credit card at no additional cost. For further customization, please contact our customer service team at (855) 827-5830. You can also pay with PayPal, Apple Pay or any of the following major credit cards: Visa, MasterCard, American Express and Discover. If you have an existing account with Lakeshore, you can order on account from our website. Simply select the "Pay on Account" option on the payment section of the order process. If you are a domestic school or institution interested in opening an account, you will need to fill out our credit application on our website. You can submit your credit application with your order, but the order will be held pending approval of the application. If you want your items right away, prepay with PayPal or a credit card and use your account for future orders.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Lakeshore is pleased to present the following tiered discount structure to Sourcwell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #091423" on all purchase orders to receive these terms.</p> <p>Please see the attached Price List for detailed pricing data on all of our items included in our RFP response.</p>

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Lakeshore is pleased to present the following tiered discount structure to Sourcewell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #091423" on all purchase orders to receive these terms.</p> <p>Please see the attached Price List for detailed pricing data on all of our items included in our RFP response.</p>	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Lakeshore is pleased to present the following tiered discount structure to Sourcewell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #091423" on all purchase orders to receive these terms.</p>	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Lakeshore would provide a quote for each request of a "sourced" item. Since methods used to obtain the item may vary, a specialized quote will provide the member with the best value proposition as they look to make a purchase.</p>	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Complete Classrooms® design, delivery and white-glove installation service complimentary on orders of \$20,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised setup in a classroom, a library, a media center or other learning space • Custom labeling and boxing of orders by designated information, such as by classroom or teacher • Supervised verification that all rooms are in ready-to-move-in condition <p>Customized Learning Solutions</p> <p>At Lakeshore, we understand that a "one size fits all" product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a</p>	

custom approach to meet your unique product needs. Target areas of customization include family engagement, special education, elementary education strategies and curricula, early childhood education strategies and curricula, and more. Pricing for our customized learning solutions depends on the materials and supplies needed.

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- Intervention

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Virtual Training (90-minute webinar session) – Rate \$1,750

Virtual Training (60-minute webinar session) – Rate \$1,250

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

63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Lakeshore is offering free shipping on orders over \$500 shipping to one location, within the contiguous United States! Delivery Time is 7-21 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, shipping charges are 25% of the total merchandise cost, with a \$9.99 minimum. If an order shipping to Alaska, Hawaii, U.S. territories, P.O. Box or APO/FPO contains a shipping-restricted item, we will e-mail you with a separate quote. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks for delivery. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Shipments to U.S. territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For orders shipping to Alaska and Hawaii, shipping charges are 25% of the total merchandise cost, with a \$9.99 minimum. If an order shipping to Alaska, Hawaii, U.S. territories, P.O. Box or APO/FPO contains a shipping-restricted item, we will e-mail you with a separate quote. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks for delivery. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Shipments to U.S. territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States.

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Delivery of Goods Lakeshore typically ships over a million boxes via Fedex each year, with four to eight Fedex semi-truckloads leaving our warehouses every day. We contract with five trucking companies that deliver 45,000 truckloads of materials each year to different regions across the country, and that number is growing.</p> <p>Delivery Time is 7-21 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to APO/FPO addresses take 4-6 weeks. Shipments to U.S. territories take 3-6 weeks. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Freight charges will apply to orders shipping outside of the contiguous United States.</p> <p>Lakeshore is flexible and can alter delivery and installation schedules if the Sourcewell member's schedule changes.</p> <p>Product Availability and Delivery Capability As a company, we work very hard to keep all of our items stocked in our warehouse and available for immediate delivery. If by some chance there is a back order, we won't bill or invoice you until every item is delivered. From the day we receive your order, you will receive your materials in 7-21 working days (applicable to the 48 contiguous states), guaranteed.</p> <p>With more than 2 million square feet of warehouse space, we're able to keep items in stock and ready to ship. We have two state-of-the-art distribution centers located in Carson, California, and Midway, Kentucky, enabling us to serve the United States coast-to-coast! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor. In Midway, our new distribution center is centrally located for all U.S. customers—eliminating back orders and drop shipments!</p> <p>From order to delivery, expect the best service in the industry!</p> <ul style="list-style-type: none"> • No invoice until your entire order has shipped • Simple and hassle-free order tracking • Custom labeling—so every item is delivered to the right classroom • A single invoice no matter how many boxes or shipments in your order • Personalized service from order to delivery <p>For orders shipping to Alaska and Hawaii, shipping charges are 25% of the total merchandise cost, with a \$9.99 minimum. If an order shipping to Alaska, Hawaii, U.S. territories, P.O. Box or APO/FPO contains a shipping-restricted item, we will e-mail you with a separate quote. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks for delivery. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Shipments to U.S. territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States.</p> <p>Complete Classrooms® design, delivery and white-glove installation service complimentary on orders of \$20,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised setup in a classroom, a library, a media center or other learning space • Custom labeling and boxing of orders by designated information, such as by classroom or teacher • Supervised verification that all rooms are in ready-to-move-in condition • Debris Removal
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	<p>We have developed a tiered discount, as an incentive for your members. Lakeshore is pleased to present the following tiered discount structure to Sourcewell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #091423" on all purchase orders to receive these terms.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Lakeshore has the capability to report and track all products and services sold to Sourcewell members. We have an in-house IT team of over 40 people that can design, program, and implement reporting tools and analysis for your program to your specifications. Lakeshore does not charge any fees associated with our reports. We would be happy to set up any automated reports that you may need. Members must reference "Per RFP #091423" on all purchase orders. Designated to this contact for reporting is Kelly Brim.</p> <p>Kelly Brim, Contract Reporting Specialist Kelly has over 6 years of experience at Lakeshore Learning Materials and is an expert at understanding and adhering to the contractual reporting requirements. Kelly can be reached by phone at (800) 421-5354 ext. 2597, by fax (310) 537-7990, or by e-mail at bidreporting@lakeshorelearning.com.</p> <p>Kelly's responsibilities include:</p> <ul style="list-style-type: none"> Managing executive and ad-hoc reporting utilizing Salesforce, SQL, and other internal systems Setting up and managing all monthly, bi-monthly, quarterly and annual sales reports in connection with contracts to ensure all reports and payments are processed.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Lakeshore will use the following internal metrics to track and measure our success with the contract: number of orders placed, amount of sales per participating entity, number sales per region, total number of quotes created for participating entities, and more.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee is 2% of sales under the Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Lakeshore is a full-service partner who can provide entire classroom environments (including carpet and furniture) both standard and flexible classroom furniture, design services, delivery services, installation services, professional development services, and more.</p> <p>Lakeshore provides the following commodities: Engage Furniture, Classroom Furniture, Flex-Space Furniture, Infant and Toddler Furniture, plus so much more. To view our full list of items, please visit us at www.LakeshoreLearning.com.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Lakeshore is a full-service partner who can provide entire classroom environments (including carpet and furniture) both standard and flexible classroom furniture, design services, delivery services, installation services, professional development services, and more.</p> <p>Lakeshore provides the following commodities: Engage Furniture, Classroom Furniture, Flex-Space Furniture, Infant and Toddler Furniture, plus so much more. To view our full list of items, please visit us at www.LakeshoreLearning.com.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
76	Cubicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
77	Patio or outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
79	Casegoods	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
80	Residential hall furnishings	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>White-Glove Delivery & Installation Lakeshore offers complimentary White-Glove Delivery & Installation service on orders \$20,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised classroom setup • Debris removal • Custom labeling and boxing of orders by designated information, such as by classroom or teacher <p>Classroom Design Planning We have extensive experience partnering with Site and Design Advisory Teams on large classroom projects. Upon award, our team can meet with Advisory Boards to visit the classroom sites to measure, develop and deliver 3-D renderings of each classroom at no additional cost.</p> <p>We will offer complimentary 3-D classroom layouts for all</p>	*

Complete Classrooms® orders, which include “scaled” renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. Using our experienced Sales, Design and Installation teams, you get the expertise you need and the support you want.

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

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

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

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

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

Defective Merchandise

We will always take full responsibility for any defective or damaged merchandise.

Lakeshore is happy to take care of any product that arrives to the customer and is damaged in any way. We provide a replacement right away and arrange a pickup for the damaged item with our carrier at no additional charge. We have an unconditional guarantee on every item, which means our customers are welcome to return any product

			<p>back to us for a refund or exchange.</p> <p>Lakeshore will repair or replace any product or product component that is defective in material or workmanship for the life of its warranty period as long as the product is owned and used by Sourcewell participating entities.</p> <p>Product Warranty We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange. Your satisfaction is our number-one priority.</p> <ul style="list-style-type: none"> • Lifetime warranty on Premium-Quality Classroom Furniture, Tables and Desks, Chairs, and Cots! • 10-year warranty on Classroom Carpets • 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, Trikes, and Cribs • All other items receive a full-year warranty (unless otherwise noted)
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lakeshore offers a wide variety. Please see our attached price list or visit us at www.lakeshorelearning.com for a complete listing.</p>

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
Lakeshore does not propose any exceptions.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Pricing.zip - Thursday September 14, 2023 10:00:09
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday September 14, 2023 11:28:02
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday September 07, 2023 11:35:40
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE - MBE - SBE.zip - Thursday September 07, 2023 11:33:46
- [Warranty Information](#) - Warranty Flyer.pdf - Thursday September 07, 2023 11:34:05
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Thursday September 14, 2023 09:55:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christopher Kingston, Bid Analyst, Lakeshore Learning Materials, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2