

**MASTER AGREEMENT #010725**

CATEGORY: STEM Education Solutions and Equipment with Related Accessories, Supplies, and Services
SUPPLIER: Lakeshore Learning Materials, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 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 local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 14, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #010725) to Participating Entities. In-Scope solutions include:
- a) Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities;
- b) Sight, sound, and sensory learning tools;
- c) MakerSpace and fabrication laboratory (Fab Lab) equipment and products;
- d) Robotics, Artificial Intelligence (AI), and coding equipment and products;
- e) Design tools and educational or production-grade 3D printers;
- f) Virtual reality, augmented reality, or simulation devices and applications;
- g) Industrial and technical equipment or tools;
- h) Agricultural or plant science equipment and products; and
- i) Renewable or alternative energy educational products.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

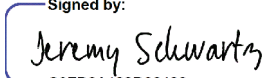
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

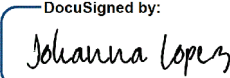
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Lakeshore Learning Materials, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/9/2025 | 5:18 PM CDT

DocuSigned by:

 8A86BAF005224A3...
 By: _____
 Kyle Ferguson-Owens
 Title: Bid Analyst I
 Date: 5/9/2025 | 12:23 PM PDT

RFP 010725 - STEM Education Solutions and Equipment with Related Accessories, Supplies, 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: Monday December 09, 2024 12:18:10

Submitted On: Monday January 06, 2025 15:37:02

Submitted By: Rafael Muro

Email: biddept@lakeshorelearning.com

Transaction #: 884a5f7e-8dd5-4ac9-ba3e-db0b7a97c9bb

Submitter's IP Address: 162.207.95.20

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Lakeshore Learning Materials, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Lakeshore Learning Materials, LLC Lakeshore Parent, LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 0RJY0 SAM/UEI: QMR2KX8DS581	*
5	Provide your NAICS code applicable to Solutions proposed.	423490 453210 453998 454113 611110	
6	Proposer Physical Address:	2695 E. Dominguez Street Carson, CA 90895	*
7	Proposer website address (or addresses):	www.LakeshoreLearning.com	*
8	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):	Authorized Representative Name and Title: Kyle Ferguson-Owens, Bid Analyst I Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: biddept@lakeshorelearning.com Phone: (800) 421-5354, ext. 2980	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Primary Contact for Proposal Name and Title: Kyle Ferguson-Owens, Bid Analyst I Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: biddept@lakeshorelearning.com Phone: (800) 421-5354, ext. 2980	*
10	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 National Chains, Cooperatives & GSA 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 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<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>
12	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.) 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. 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 xml punchout and EDI. 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. 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. 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.</p>

		<p>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 	
13	<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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</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. Please see attached documentation including Lakeshore's balance sheets, banking information, and credit references.</p>	*

14	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 large orders that we skillfully and conscientiously handle on a regular basis.</p> <ul style="list-style-type: none"> On behalf of the Mississippi Department of Human Services, Lakeshore created six customized, STEAM-centered project-based learning kits for two age groups—K-2nd grade and 3rd-5th grade. The kits contain STEAM journals, makerspace materials and a variety of other products that support problem solving, hands-on learning and collaboration. We also included teacher guides filled with activities plus other materials developed specifically for the project. To support their early learning initiative, the City of Phoenix, Arizona, asked Lakeshore to curate materials targeting different learning areas—including dramatic play, block play and early language development for three age ranges—0-12 months, 12-24 months and 24-36 months. To further support the initiative, we provided kits designed to support social-emotional competence and tolerance; materials included books and dolls that reflect a range of families, community members and the world. Lakeshore was honored to partner with Agenda for Children to support their Outdoor Learning Enhancement Opportunity (OLEO) initiative. Over 200 centers in Southeast Louisiana benefitted from targeted professional development, as well as kits designed to support best practices in outdoor play and learning. In addition to kits focused on the unique culture and character of New Orleans, we also provided a custom-curated catalog filled with materials that individual centers could purchase to further enhance their outdoor learning areas. 	*
15	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.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - Lakeshore has never petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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>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 #010725. 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 CN DD DG EE FF GG HH JC JJ KC KT LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WE WF YB</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>	*
18	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.	Lakeshore holds city, county and state licenses for areas that require them. Lakeshore's installer holds a Class B License.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - Lakeshore has not been suspended or debarred during the past ten years.	*

20	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> <p>2022 National Parenting Product Awards (NAPPA): Lakeshore GG519 Create & Play Magnetic Monsters</p> <p>2021 National Parenting Product Awards (NAPPA): Lakeshore TT359 Treasures Await! Adventure Ship</p> <p>2021 National Parenting Product Awards (NAPPA): Lakeshore HH539 Carry Around Robot Town</p> <p>2020 National Parenting Product Awards (NAPPA): Lakeshore TT411 Real-Action Fire Truck</p> <p>Parents Magazine – “Parents Best Toys 2020”: Lakeshore TT411 Real-Action Fire Truck</p> <p>Parents Magazine – “Parents Best Toys 2020”: Lakeshore DD808 Under-the-Sea Mermaid Palace</p> <p>Good Housekeeping’s – “Best Toy Awards for 2020”: Lakeshore DD808 Under-the-Sea Mermaid Palace</p> <p>2019 National Parenting Product Awards (NAPPA): Lakeshore HH238 Build & Play Treehouse</p> <p>2019 National Parenting Product Awards (NAPPA): Lakeshore GG127 Remote-Control Gear-Bot</p> <p>2019 National Parenting Product Awards (NAPPA): Lakeshore EE134 Magical Castle Bed Tent</p> <p>Learning Magazine 2019 Teachers’ Choice Award for the Classroom: Lakeshore PP739 Power Tiles Circuit Kit - Master Set</p> <p>Learning Magazine 2019 Teachers’ Choice Award for Preschool: Lakeshore LM4453 See-Inside Magnetic Blocks</p> <p>Learning Magazine 2019 Teachers’ Choice Award for the Family: Lakeshore PP779 Play & Explore Rocket</p> <p>United States Postal Service</p> <p>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>	*
21	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.	*
22	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.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement 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 Sourcewell members will be the most advantageous of all cooperatives (after accounting for the administrative fee of 2% of sales under the Contract).</p>	*
24	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 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Genesee Intermediate School District	Coley Barkey-Rowlands, Great Start Readiness Program Coordinator	(810) 591-5588	*
Milwaukee Public Schools	Krissy Washington, EC/Curriculum Director - Oversees Math & Others	(414) 336-6249	*
Utica Community Schools	CJ Wajeeh, Director of Community Education, Prof. Dev. and Grants	(586) 797-6904	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
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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:</p> <p>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</p> <ul style="list-style-type: none"> • 41 Sales Support Specialists • 7 Professional Development Specialists. • Sales/Field Support Structure • Sales Staff <p>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	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and 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>	*
29	Describe your service and support standards for your products (e.g., replacement plans, parts, etc.).	<p>We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.</p> <ul style="list-style-type: none"> • Lifetime warranty on premium-quality classroom furniture, tables and desks, chairs, and cots • 10-year warranty on Classroom Carpets • 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs • All other items receive a full-year warranty (unless otherwise noted) 	*
30	Describe the ways in which your products are scalable to the size of an eligible participating entity.	<p>No job is too big or too small for Lakeshore! We are a vertically integrated company who can scale any size project with over 3,500 employees across the US, enabling us to manage multiple projects! Lakeshore does not anticipate any delays in solutions and can fulfill orders of any size. Our teams are trained to provide unbeatable service- we'll take care of every detail from start to finish.</p>	*

31	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</p> <p>Sourcwell 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 Sourcwell 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 Sourcwell 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</p> <p>Lakeshore is proud to offer Sourcwell 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>Sourcwell 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</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>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.</p> <p>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 Sourcwell participating entity's schedule changes.</p>
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32	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. 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: Customer Service Center: Department: Lakeshore Learning Materials - Customer Service Address: 2695 E. Dominguez St., Carson, CA 90895 Phone: (800) 428-4414 Fax: (310) 537-4261 Email: lakeshore@lakeshorelearning.com Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST</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>	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Lakeshore Learning Materials has been in business over 70 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>	*
34	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>	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>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.</p>	*
36	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>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.</p>	*

37	Define any specific 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.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	Describe your marketing strategy for promoting this 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 Vice President of Marketing is Bo Anderson, who is committed to marketing this contract to ensure that Sourcewell participating entities' needs are met. 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. 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. 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>	*
40	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.	*
41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement 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.	*
42	Are your Solutions 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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
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43	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>A Lakeshore representative will be available for any product demonstrations or trainings that are needed by Sourcewell 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</p> <p>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</p> <p>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</p> <p>Professional Development Workshop, Training, Environment Walk-thru, and Product Demonstration</p> <p>Half-day, up to 3 consecutive hours – Rate \$3,500</p> <p>Full-day, 3-6 hours – Rate \$4,500</p> <p>Virtual Training (90-minute webinar session) – Rate \$1,750</p> <p>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>
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44	Describe any technological advances that your proposed Solutions 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</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. 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 <p>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.</p> <ul style="list-style-type: none"> • Special Education <p>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.</p> <ul style="list-style-type: none"> • Early Childhood <p>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.</p> <ul style="list-style-type: none"> • Elementary <p>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.</p>
45	Describe what innovations you are bringing to the market, and how these innovations align with future trends in STEM Education.	<p>Lakeshore continues to introduce new and innovative products to the marketplace on an annual basis. Whether it is the newly created Flex-Space 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 Custom Solutions 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 60 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>
46	Describe how your solutions align with state education standards for STEM subjects.	<p>STEM and science go hand in hand with the elementary years. Here at Lakeshore, our focus is on developing STEM materials that harness children's natural curiosity to help them explore, experiment, build and engineer. Designed for students of all abilities, these exclusive products also support intervention while giving educators the confidence they need to tackle concepts that might not be so familiar.</p> <p>Lakeshore's STEM products support and align with the Science and Engineering Practices called out in the state education standards. One of the product series in Lakeshore's product suite, the Meet the Standards Hands-on Science Kits include activity guides identifying the standards, specific science and engineering practices and crosscutting concepts for each investigation in each kit.</p>

47	<p>Provide information on the availability and accessibility of state education standards within your offered solutions.</p> <p>If the standards are integrated and searchable on your website, describe the search functionality and the resources available to help educators easily locate and apply the relevant standards within your offered solutions.</p>	<p>Custom Solutions</p> <p>From customized products to curriculum support kits and instructional resources, we've created thousands of solutions to support the needs of schools, districts and programs nationwide.</p> <p>Types of Solutions Offered</p> <ul style="list-style-type: none"> • Custom Development • Curriculum Support Kits • School-To-Home Materials • Hands-On Intervention Materials • Content-Specific Kits <p>...and more!</p> <p>Lakeshore offers a suite of PreK – Grade 5 materials intentionally designed to focus on building STEM skills. This suite of products provides hands-on activities that involve students in the Design Process as they brainstorm, design, prototype and iterate. This suite of materials includes a Maker Space Project Cart filled with materials, Circuit Kits, Engineering Kits and Learning Lab. Simply have members visit www.LakeshoreLearning.com and search for "STEAM" or "STEM"-- a list of applicable products shall populate for their use.</p>	*
48	<p>Describe the ways in which your offerings may be customized and deployed.</p>	<p>Custom Solutions: Products and Services Your Way</p> <p>With this exclusive service, we partner with you from start to finish to customize learning solutions for any need. Plus, our team of expert educators gets it all done within your budget and time frame! From targeted needs for a specific district or program to larger statewide initiatives, we're ready to start when you are.</p> <ol style="list-style-type: none"> 1. Our experts meet with you. We develop a detailed understanding of your needs—examining the skills and outcomes important to your program. 2. We create a custom solution together. Our product development team—all former educators—meets with you to design a solution that fulfills your needs. 3. We deliver your materials & provide ongoing support. Your materials arrive in the time frame agreed—plus, we offer hands-on professional development to support implementation. 	*
49	<p>Describe how your offerings integrate with other curricula, platforms, or solutions.</p>	<p>STEM and science go hand in hand with the elementary years. Here at Lakeshore, our focus is on developing STEM materials that harness children's natural curiosity to help them explore, experiment, build and engineer. Designed for students of all abilities, these exclusive products also support intervention while giving educators the confidence they need to tackle concepts that might not be so familiar.</p>	*

50	Describe any “green” initiatives that relate to your company or to your Solutions, 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. 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>
51	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions 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. 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>

52	<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 \$10,000 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 Certification: Lakeshore's furniture lines are certified by the GREENGUARD Environmental Institute to support low
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<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>	*
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
57		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
59		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable. Please see attached M/WBE Participation Letter and Good Faith Effort Policy.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	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).	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Lakeshore does not provide leasing or financing options.	*

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Lakeshore does not propose any additional forms.	*
65	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.	*
66	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>We have developed a tiered discount, as an incentive for your members. 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 #010725" on all purchase orders to receive these terms.</p>	*
67	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 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 #010725" on all purchase orders to receive these terms.</p>	*

68	Describe any quantity or volume discounts or rebate programs that you offer.	<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 #010725" on all purchase orders to receive these terms.</p>	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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>	*

70	<p>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>	<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 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> <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.</p> <p>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:</p> <ul style="list-style-type: none"> • Determine your learning goals • Assist with your organization's decision-making process • Create a custom solution specific to your content/training needs • Plan and lead implementation <p>Below are just a few of our wide range of standing topics:</p> <ul style="list-style-type: none"> • Social-Emotional Development • Developmentally Appropriate Activities • Language and Literacy • Cognitive Development • STEM/STEAM • Environments • Instructional Support • Intervention <p>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.</p> <p>Professional Development Rates / Price Sheet</p> <p>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</p> <p>Professional Development Workshop, Training, Environment Walk-thru, and Product Demonstration</p> <p>Half-day, up to 3 consecutive hours – Rate \$3,500</p> <p>Full-day, 3-6 hours – Rate \$4,500</p> <p>Virtual Training (90-minute webinar session) – Rate \$1,750</p> <p>Virtual Training (60-minute webinar session) – Rate \$1,250</p> <p>Price Sheet for Professional Development Services is good through the initial contract term, and is subject to change on an annual basis.</p>
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71	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.	*
72	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.	*

73	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. 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 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. With more than 2.4 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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74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<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 #010725" 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. 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. 	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	The proposed administrative fee is 2% of sales under the Contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<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 #010725" on all purchase orders to receive these terms.</p>

Table 7A: Depth and Breadth of Offered Solutions (150 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
78	Provide a detailed description of all the Solutions, including used, offered in the proposal.	Lakeshore Learning Materials specializes in the creation of engaging hands-on materials to support learners from early childhood to Grade 6 in a variety of areas, including STEM. We have offerings to support MakerSpace settings, small group experiences and independent practice spanning a variety of standards and grade levels. The majority of our STEM items include guides to give teachers ideas on how to set up intentional experiences, open-ended activities and ways to extend learning. In addition to our hands-on materials, we also have the ability to provide professional development on various STEM topics.	*
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Within the category of STEM, we have materials to support MakerSpace areas, electronics and robotics, engineering activities, gravity, force and motion, design, problem-solving, physical science, earth science, matter and conservation.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Additionally, provide a brief description and any relevant comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
80	Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities.	<input checked="" type="radio"/> Yes <input type="radio"/> No	STEM and science go hand in hand with the elementary years. Here at Lakeshore, our focus is on developing STEM materials that harness children's natural curiosity to help them explore, experiment, build and engineer. Designed for students of all abilities, these exclusive products also support intervention while giving educators the confidence they need to tackle concepts that might not be so familiar.	*
81	Sight, sounds, and sensory learning tools.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore is ready to help bring your ideal expanded learning programs to life! Our engaging materials support needs ranging from reading and math to outdoor play and social-emotional development—and we even offer all-in-one Enrichment Activity Carts that boost key skills through STEM, art and sports. Visit our Expanded Learning page to explore these offerings, plus staff development, support services and custom layouts for your programs.	*
82	MakerSpace and fabrication laboratory (Fab Lab) equipment and products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers a suite of PreK – Grade 5 materials intentionally designed to focus on building STEM skills. This suite of products provides hands-on activities that involve students in the Design Process as they brainstorm, design, prototype and iterate. This suite of materials includes a Maker Space Project Cart filled with materials, Circuit Kits, Engineering Kits and Learning Lab.	*
83	Robotics, Artificial Intelligence (AI), and coding equipment and products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Several of Lakeshore's PreK-grade 5 STEM products involve innovative projects that involve technology. A Remote-Control Gear-Bot product involves students in early robotics at age-appropriate level. Other projects that provide experience with technology are a Power Tile Circuit kit, and a beginning programmable robot to understand early coding.	*
84	Design tools and educational or production-grade 3D printers.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
85	Virtual reality, augmented reality, or simulation devices and applications.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
86	Industrial and technical equipment or tools.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
87	Agricultural or plant science equipment and products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
88	Renewable or alternative energy educational products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
89	Technology and services to the extent that they are complementary and directly related to the solutions described in 80 - 88 above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs. However, this solicitation should NOT be construed to include "service-only" or "software-only" solutions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	At Lakeshore, we're committed to developing top-quality learning materials that mirror best practices in early childhood and elementary education. But that's just the start! If you're looking for products or services you just can't find, please reach out to us. Our Custom Solutions team and Professional Services Group (PSG) partner with customers like you to create specialized products, publish proprietary materials, train teachers and so much more.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 90. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" 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](#) - Lakeshore Pricing.zip - Thursday January 02, 2025 12:21:36
 - [Financial Strength and Stability](#) - Lakeshore Financials.pdf - Thursday January 02, 2025 12:14:06
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Thursday January 02, 2025 12:13:48
 - [WMBE/MBE/SBE or Related Certificates](#) - Lakeshore MWBE Good Faith Effort.pdf - Thursday January 02, 2025 12:09:20
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - RFP_10725_STEM_Education_Master_Agreement.docx - Thursday January 02, 2025 12:20:37
 - [Upload Additional Document](#) - Lakeshore Additional Documents.zip - Friday January 03, 2025 13:06:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Kyle Ferguson-Owens, 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 obligations contemplated in the solicitation proposal.

☒ 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_11_STEM_Education_RFP010725 Mon December 30 2024 04:34 PM	<input checked="" type="checkbox"/>	2
Addendum_10_STEM_Education_RFP010725 Fri December 27 2024 09:18 AM	<input checked="" type="checkbox"/>	1
Addendum_9_STEM_Education_RFP010725 Tue December 24 2024 11:10 AM	<input checked="" type="checkbox"/>	3
Addendum_8_STEM_Education_RFP010725 Fri December 20 2024 03:10 PM	<input checked="" type="checkbox"/>	2
Addendum_7_STEM_Education_RFP010725 Fri December 13 2024 03:07 PM	<input checked="" type="checkbox"/>	2
Addendum_6_STEM_Education_RFP010725 Wed December 11 2024 03:32 PM	<input checked="" type="checkbox"/>	2
Addendum_5_STEM_Education_RFP010725 Mon December 9 2024 08:40 AM	<input checked="" type="checkbox"/>	1
Addendum_4_STEM_Education_RFP010725 Thu December 5 2024 08:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_STEM_Education_RFP010725 Tue December 3 2024 03:36 PM	<input checked="" type="checkbox"/>	1
Addendum_2_STEM_Education_RFP010725 Tue November 26 2024 11:31 AM	<input checked="" type="checkbox"/>	2
Addendum_1_STEM_Education_RFP010725 Tue November 12 2024 03:04 PM	<input checked="" type="checkbox"/>	2