

**Solicitation Number: RFP #040121****CONTRACT**

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

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 1, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

Lakeshore Equipment Company
dba Lakeshore Learning Materials

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
5/25/2021 | 9:00 PM CDT
Date: _____

DocuSigned by:
Malissa Ramos
8A86BAF005224A3...
By: _____
Malissa Ramos
Title: Bid Analyst
5/27/2021 | 9:42 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
5/27/2021 | 11:57 AM CDT
Date: _____

RFP 040121 - STEM Curriculum 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: Wednesday February 24, 2021 09:43:17
Submitted On: Wednesday March 31, 2021 15:44:24
Submitted By: Rafael Muro
Email: biddept@lakeshorelearning.com
Transaction #: 1f320da6-c3b1-445f-af96-1051ff6b623e
Submitter's IP Address: 64.60.147.108

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Lakeshore Equipment Company dba Lakeshore Learning Materials
2	Proposer Address:	2695 E. Dominguez Street Carson, CA 90895
3	Proposer website address:	www.LakeshoreLearning.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Representative Name and Title: Malissa Ramos, Bid Analyst Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: biddept@lakeshorelearning.com Phone: (800) 421-5354, ext. 2394
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact for Proposal Name and Title: Malissa Ramos, Bid Analyst Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: biddept@lakeshorelearning.com Phone: (800) 421-5354, ext. 2394
6	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 Address: 2695 E. Dominguez St., Carson, CA 90895 E-Mail: dougwilliams@lakeshorelearning.com Phone: (317) 615-0051 Additional Contact for Proposal Name and Title: Lavoria Little, Sales Support Specialist Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2780 E-Mail: llittle@lakeshorelearning.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Lakeshore Learning Materials is one of the largest educational materials companies in the world. We opened our doors in 1954 and have built a reputation for providing top-quality, developmentally appropriate and relevant materials to teachers, children, and families worldwide. We develop and manufacture the vast majority of products available through our Elementary and Early Childhood catalogs, 62 retail stores, and full-service website.</p> <p>Like many great enterprises, Lakeshore started with one person taking a chance. 67 years ago, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. Initially, Ethelyn focused on offering 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>Later, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and transforming 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 Vice President in charge of merchandising. In 1988, Lakeshore began developing its own original products—providing us with exceptional quality control and the ability to respond to customer needs faster than ever before. Today, Michael's sons, Bo and Josh, lead the business—having worked their way up from summer jobs in the warehouse to President/CEO and President of Merchandising, respectively.</p> <p>Lakeshore has grown from that first brick-and-mortar store to a leading developer and retailer of top-quality educational materials for early childhood programs, elementary schools and homes nationwide. Today, we have a thriving e-commerce business, a national sales division, multiple catalogs and 62 retail locations across the country. We attribute our growth to the more than 2,000 people who make up our team. The combined talent of our people allows us to reach for the stars—as we continue to experiment and try new things. In recent years, we have expanded our export market, opened offices in Asia, and built our second national distribution center in Midway, Kentucky to complement our first distribution center in Carson, California. Together, our inventory and distribution space is currently over 1.2 million square feet.</p> <p>We also continue to reinvent ourselves and explore new areas of business—recently launching Flex-Space Furniture for the elementary school market, partnering with school districts and nonprofit organizations to create customized learning materials, and developing a Complete Classrooms® service that includes the design, delivery and installation of entire classrooms. As we continue to evolve, we look forward to what the future will bring.</p>
8	What are your company's expectations in the event of an award?	<p>Upon award, your dedicated Lakeshore representative Doug Williams will reach out to confirm all post-award requirements and provide a timeframe for delivery of goods. All internal teams and personnel assigned to the account will be briefed on contractual requirements. If your order includes furniture or other goods needing installation, Lakeshore offers installation services, as outlined below.</p> <p>Order Procedure Sourcewell participating entities can order by credit card or purchase order. (In order to meet the project delivery schedule, Lakeshore requires purchase orders within 10 business days before scheduled delivery dates.)</p> <p>When Lakeshore receives an order from a Sourcewell participating entity, your dedicated Lakeshore Sales Support Specialist Lavoria Little 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, Lavoria will process the order and work with our Traffic Department to arrange delivery dates according to your schedule.</p> <p>For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, KY and Carson, CA), until the Sourcewell participating entity provides confirmation to release orders and schedule deliveries.</p> <p>Sales Support Specialist Name: Lavoria Little Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2780 Fax: (310) 537-7990 E-Mail: llittle@lakeshorelearning.com</p>

Online Ordering System – Lakeshore ePro Site

Lakeshore is proud to offer Sourcewell participating entities a free eProcurement website to help schools and institutions cut administrative costs, streamline processes, and put the entire purchasing cycle at their fingertips. Our eProcurement team serves over 10,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can customize multiple features and support electronic integration via cxml punchout and EDI.

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.

Delivery of Goods

Lakeshore typically ships over a million boxes via UPS each year, with four to eight UPS 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 7-10 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to APO/FPO addresses take 4-6 weeks. Shipments to U.S. territories take 3-6 weeks. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Freight charges will apply to orders shipping outside of the contiguous United States.

Lakeshore is flexible and can alter delivery and installation schedules if the Sourcewell participating entity's schedule changes.

Product Availability and Delivery Capability

From order to delivery, expect the best service in the industry!

- 99% fill rate—with more than 1.9 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

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.

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.

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.

Complimentary White-Glove Service on orders \$10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations.

This service includes:

- Free delivery
- Free unpacking and assembly
- Free supervised classroom setup

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Lakeshore is in sound financial condition and has received an unqualified audit opinion for the latest audit of its financial statements. We have no outstanding liabilities, nor tax and judgment liens, to the Internal Revenue Service or any other government entity. We are current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.</p> <p>Please see attached documentation including Lakeshore's balance sheets, banking information, and credit references.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>As one of the largest educational materials companies in the world, Lakeshore offers its products through multiple mail-order catalogs, 62 retail stores and a full-service website. To support its reach and market share, Lakeshore also 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 STEM large orders that we skillfully and conscientiously handle on a regular basis.</p> <p>City of San Antonio – based in San Antonio, Texas, the City selected Lakeshore to be the sole provider of STEM materials and corresponding professional development for early childhood programs in support of a citywide STEM initiative. The materials were created to give early childhood teachers resources and training on how to incorporate STEM and STEAM opportunities for young children in developmentally appropriate ways.</p> <p>Joliet Public Schools – based in Joliet, Illinois, the district partnered with Lakeshore to create individual student Math and STEM resources for grades K through 3. Lakeshore created 5,000 kits that were used to provide students with the hands-on materials needed to complete math and STEM activities assigned by their teachers, plus a custom STEM journal that was created specifically for the project.</p> <p>San Diego Unified School District – based in San Diego, California, the district has partnered with Lakeshore over the last 3 years to modernize their early elementary grades. Each year, Lakeshore has completed a new grade level. In 2020, we completed 152 classrooms at the tune of \$2 Million to recreate their 1st grade rooms. Project 'Tinker Space' was to create new 21st century project based learning environments with an emphasis on STEM. We created 3-D classroom layouts, supported with trainings, and streamlined their delivery process.</p> <p>Los Angeles Unified School District - based in Los Angeles, California, the district's Early Childhood and Special Education Department partnered with Lakeshore's Custom Learning Solutions division to develop and deliver more than 24,000 custom backpack kits to support its distance learning goals. Lakeshore also offered customized Professional Development for the dozens of curriculum coaches and teachers involved in the project to ensure each educational professional was comfortable using the resources with fidelity.</p> <p>Governor's Office of Early Childhood/Kentucky Department of Education - based in Frankfort, Kentucky, the governor's office reached out to Lakeshore to provide area-specific custom classroom solutions for the entire state. Lakeshore delivered and installed 2,200 programs statewide—all on schedule, and with a total value of more than \$10 million. Each custom classroom solution was designed to meet the specific needs of its intended program and contained a combination of furniture, carpets, and manipulatives. All 2,200 programs were delivered successfully and on time, with no drop shipments.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>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.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Lakeshore has never petitioned for bankruptcy protection.</p>	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b. Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations. For this proposal, we are happy to offer our STEM curriculum solutions and equipment for RFP #040121. Please visit our website, www.LakeshoreLearning.com, or review the enclosed catalogs and price list to view all of our available products.</p> <p>Among the wide range of educational products offered by Lakeshore, there are over a thousand items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere else: AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT LA LC LCW LDA LK LL LM PP PX RA RE RJ RR RS TT VX WF YB.</p> <p>Please see the attached store list for authorized Lakeshore retail stores. We certify that we are the manufacturer of, and are authorized to sell and install, all Lakeshore Learning Materials products and furniture lines.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Lakeshore holds city, county and state licenses for areas that require them. Lakeshore's installer holds a Class B License.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Lakeshore does not have any applicable past/present suspension or disbarment information.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Lakeshore has been developing its own line of innovative learning materials since 1988. All of our product developers are educators who apply real-world classroom experience to every product we develop—helping us provide the materials children need to reach their education goals. Below are just a few of our most recent award-winning products:</p> <ul style="list-style-type: none"> • 2020 National Parenting Product Awards (NAPPA): Lakeshore TT411 Real-Action Fire Truck • Parents Magazine – “Parents Best Toys 2020”: Lakeshore TT411 Real-Action Fire Truck • Parents Magazine – “Parents Best Toys 2020”: Lakeshore DD808 Under-the-Sea Mermaid Palace • Good Housekeeping’s – “Best Toy Awards for 2020”: Lakeshore DD808 Under-the-Sea Mermaid Palace • 2019 National Parenting Product Awards (NAPPA): Lakeshore HH238 Build & Play Treehouse • 2019 National Parenting Product Awards (NAPPA): Lakeshore HH587 Carry-Around Animal Town • 2019 National Parenting Product Awards (NAPPA): Lakeshore GG127 Remote-Control Gear-Bot • 2019 National Parenting Product Awards (NAPPA): Lakeshore EE134 Magical Castle Bed Tent • Learning Magazine 2019 Teachers’ Choice Award for the Classroom: Lakeshore PP739 Power Tiles Circuit Kit - Master Set • Learning Magazine 2019 Teachers’ Choice Award for Preschool: Lakeshore LM4453 See-Inside Magnetic Blocks • Learning Magazine 2019 Teachers’ Choice Award for the Family: Lakeshore PP779 Play & Explore Rocket <p>DonorsChoose We consistently receive the highest grade of vendor rating in DonorsChoose’s annual report—99%—and have received the number-one ranking in every category from customer service to product quality since DonorsChoose’s inception in 2000. DonorsChoose is the leading online platform for giving to public schools with over 75% of public schools having a teacher who has created a classroom project on their site. Lakeshore has impacted DonorsChoose in the following ways since we began working with them:</p> <ul style="list-style-type: none"> • 170,036: teachers with fully-funded Lakeshore projects • 44,943: schools with one or more fully-funded Lakeshore project • 355,429: projects with any Lakeshore resources fully-funded • \$1,293,156: dollars applied to teachers’ projects through Lakeshore donations • 1,589,541: students that have been impacted by Lakeshore’s materials • 99.19%: availability and Lakeshore’s fulfillment rate for teachers’ projects <p>United States Postal Service The United States Postal Service (USPS) recognized Lakeshore in May 2019 with the Pacific Area Mailing and Digital Award, given for innovation and industry best practices. This award recognizes companies who demonstrate creativity by finding new methods to use the mail to drive significant business results and mail growth. Lakeshore was one of 14 companies awarded nationwide.</p>	
17	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.	*
18	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.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>The following are just a few cooperative contracts Lakeshore is a part of and their respective annual sales volume for the past three years:</p> <ul style="list-style-type: none"> • BuyBoard - \$5.6 Million • Harris County Department of Education / Choice Partners - \$87,000 • Region 20/PACE - \$375,000 • Region 8/TIPS - \$914,000 • Region 19/Allied States Cooperative - \$389,000 • National IPA/TCPN/OMNIA - \$2.5 Million • NCPA (National Cooperative Purchasing Alliance) - \$108,000 <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>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Lakeshore has GSA Contract #GS-03F-101GA, which has an annual sales volume of \$1 million per year.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Buffalo Public Schools	Scott L. Keller Jr., Buyer	(716) 816-3604	*
City of Boston	Kevin Coyne, Assistant Purchasing Agent	(617) 635-4564	*
Milwaukee Public Schools	Krissy Washington, Program Coordinator	(414) 475-8094	*
Waukegan Public Schools	Nicholas Chin, Coordinator of State and Federal Programs	(847) 336-3100	
Cicero Board of Education School District 99	Dorene Cherry, Accounts Payable Manager	(708) 863-4856 Ext. 68121	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Buffalo Public Schools	Education	New York - NY	Complete Classroom installations, Order fulfillment	Average size of transactions: \$1,202	\$761,000	*
City of Boston	Education	Massachusetts - MA	Complete Classroom installations, Order fulfillment	Average size of transactions: \$6,424	\$623,000	*
Milwaukee Public Schools	Education	Wisconsin - WI	Complete Classroom installations, Order fulfillment	Average size of transactions: \$1,286	\$1,941,000	*
Waukegan Public Schools	Education	Illinois - IL	Complete Classroom installations, Order fulfillment	Average size of transactions: \$954	\$467,000	*
Cicero Board of Education School District 99	Education	Illinois - IL	Complete Classroom installations, Order fulfillment	Average size of transactions: \$1,153	\$718,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	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: West Coast – 15 sales persons Central Region – 11 sales persons Texas/New Mexico – 9 sales persons Midwest – 10 sales persons Northeast – 12 sales persons Southeast – 16 sales persons</p> <p>We also have 25 Sales Support Specialists, 3 Regional Elementary Managers, and 7 Professional Development Specialists.</p> <p>Sales/Field Support Structure Sales Staff Corporate Headquarters:</p> <ul style="list-style-type: none"> • President of Sales • President of Educational Division • Senior Vice President of Sales • Vice President of Retail Division • Vice President of Sales Operations • Vice President of Solutions • Vice President of Sales • Vice President of Elementary • Vice President of Business Development • Vice President of Business Process & Contracts • Senior Vice President of Marketing • Sales Assistant Manager • Professional Services Group Manager • 23 Sales Support Specialists • 15 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"> • Vice President of Military Sales • 6 Regional Vice Presidents (West Coast, Central Region, Texas/New Mexico, Midwest, Northeast, Southeast) • 3 Texas Regional Elementary Managers • 66 Regional Managers • 7 Sales Support Representatives • 7 Professional Development Specialists
24	Dealer network or other distribution methods.	<p>With Lakeshore, you will be working with a single point-of-contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or Dealer Authorizations. In addition, our products are always in stock and are backed by our ironclad warranties and guarantee of customer satisfaction. Additionally, all items can be purchased through our website at www.LakeshoreLearning.com.</p> <p>Lakeshore typically ships over a million boxes via UPS each year, with four to eight UPS 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 10 working days (applicable to the 48 contiguous states).</p>

25	Service force.	<p>Lakeshore has two (2) state-of-the-art distribution centers (located in Carson, CA and Midway, KY) and more than 1.9 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: 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 #040121" 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 Store Hours: Monday-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 Store Hours: Monday-Saturday 10:00 AM-7:00 PM, Sunday 11:00 AM-5:00 PM.</p> <p>For additional Lakeshore store locations, please see attached Store List.</p>
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26	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 Lavoria Little (contact information below) is there to assist with any and all service questions or concerns—before they become problems. Response-time capabilities are typically same day, or within 24 hours.</p> <p>We can't say it enough: Customer satisfaction is our number-one priority. In addition to a dedicated Inside Partner, our in-house Customer Service Department is staffed with multifaceted individuals who go out of their way to provide a peak experience. Our Customer Service representatives are available to assist with any questions regarding our products. They can be reached at (800) 428-4414 Monday–Friday, 6:00 a.m.–6:00 p.m., PST.</p> <p>Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee: If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked.</p> <p>Customer Service – Sales Support Specialist: Name: Lavoria Little Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2780 Fax: (310) 537-7990 E-Mail: llittle@lakeshorelearning.com</p> <p>Customer Service Center: Address: Lakeshore Learning Materials - Customer Service Department 2695 E. Dominguez St., Carson, CA 90895 Phone: (800) 428-4414 Fax: (310) 537-4261 E-mail: lakeshore@lakeshorelearning.com Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST</p> <p>As a customer support resource, Sourcewell participating entities can also take advantage of our retail stores located in St. Louis Park and Maplewood, Minnesota (or any of our nationwide retail store locations). Please see attached Store List for locations.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Lakeshore Learning Materials has been in business over 67 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>Lakeshore has a 99% fill rate – with more than 1.9 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>
28	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>

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

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the Sourcewell Marketing Plan. Our Director of Marketing and Events is Emily Fain, who is committed to marketing this contract to ensure that Sourcewell participating entities' needs are met.</p> <p>Our marketing staff has extensive experience implementing strategies throughout the country and will be versed in the intricacies of the contract with Sourcewell. Marketing staff will be trained to use Sourcewell as a primary source, and will create and distribute materials that specifically emphasize the benefits of working with Sourcewell and Lakeshore.</p> <p>Upon award, we will notify all appropriate Lakeshore departments and regional managers about the new contract. Our regional managers will actively spread the word about our new Sourcewell relationship when visiting customers. If requested, we can create targeted flyers that include specific contract details. We can also note the contract in each participating agency's Lakeshore account. Lakeshore regional managers can also attend any conferences related to Sourcewell.</p> <p>Sales will be monitored from the participating agencies provided they reference the Sourcewell contract on their purchase orders. All reported sales will be provided in the form of a Usage Report. Simply provide a Sourcewell member list and we will include those members on our reports.</p>
33	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.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will be able to offer Lakeshore a variety of new opportunities to work with its members. We look forward to acting on any leads for projects relevant to Sourcewell participating entities. From Lakeshore's perspective, the Sourcewell contract will be used in the field in any situation where it would be applicable to a particular customer or customers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>eProcurement Services Lakeshore offers custom eProcurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cxml punchout and EDI.</p> <p>Benefits of Custom E-Procurement Websites</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 Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our ePro website to limit purchases to just Classroom Furniture. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.</p> <p>Restrictions We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow item selection to target customers' needs by removing certain categories of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.</p> <p>Purchase Options Staff can purchase online by using a purchase order or credit card. For further customization or EDI integration with Sourcewell systems, contact our ePro support team at (855) 827-5830 or via e-mail at myepro@lakeshorelearning.com.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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>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 Lakeshore's passion for supporting educators does not end with the products we make. As educators themselves, our Professional Services Group specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:</p> <ul style="list-style-type: none"> • Determine your learning goals • Assist with your organization's decision-making process • Create a custom solution tailored to your content/training needs • Plan and lead implementation <p>Below are just a few of our wide range of standing topics:</p> <ul style="list-style-type: none"> • Social-Emotional Development • STEM/STEAM • Developmentally Appropriate Activities • Environments • Language and Literacy • Instructional Support • Cognitive Development • Intervention <p>With decades of combined experience, our team of specialists are strategy experts who will provide engaging workshops to prepare families, staff, and community leaders to teach young minds.</p> <p>Professional Development Rates / Price Sheet At Lakeshore, we believe that live, hands-on learning opportunities provide the best results for optimal, long-term learning for all participants. Please see our training options below:</p> <ul style="list-style-type: none"> • Keynote presentations (district wide, school based or defined group) • Face to face workshops (at the district or school level, open or closed groups), • Live and recorded webinars (open or closed groups) <p>Session & Rates Professional Development Workshop, Training, Environment Walk-thru, and Product Demonstration Half-day, up to 3 consecutive hours – Rate \$2,500 Full-day, 3-6 hours – Rate \$3,500 Virtual Training (90-minute webinar session) – Rate \$1,500 Virtual Training (60-minute webinar session) – Rate \$1,000</p> <p>Rates for Professional Development Services are in effect through the initial contract term and subject to change on an annual basis.</p>

<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<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 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>Customized Learning Solutions At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Customizing educational materials is our business! We can develop customized learning solutions.</p> <p>Our kits can zero in on the particular member strategies listed below and initiatives that may need specialized products and packaging:</p> <ul style="list-style-type: none"> • Family Engagement An integral part of any early learning or school readiness program, family engagement products help families become active partners in the education of the children in their lives. • Special Education We specialize in offering custom solutions for students with disabilities. One example is SANDI, an online assessment created by the Riverside County Office of Education. We’ve also worked with districts around the country to develop materials kits that provide students with access to state standards in ways that are developmentally appropriate and respectful of chronological age. • Early Childhood Our sourcing and manufacturing capacity is simply the best in the industry. We’ve worked with Early Head Start & Head Start programs, and school districts around the country to customize kits that meet standards and help children become school ready. • Elementary To help schools around the country implement educational standards and measurable benchmarks in their elementary programs, we have customized a variety of kits that feature hands-on and engaging materials that can be used in whole group, small group and intervention settings.
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Lakeshore is committed to many green initiatives, and we recognize the importance of achieving sustainability in our businesses and schools. That's why we have taken big steps to explore how our company and employees can effectively contribute to reducing our carbon footprint.</p> <p>Thanks to our investment in renewable energy, one of our warehouses is powered by solar energy. Our solar panels occupy roughly 80,000 square-feet or about 1.5 football fields. In all, our solar panels cut CO2 emissions by 320 tons a year—the same as planting 8,742 new trees per year. Solar panels last 30-40 years, so we are going to conserve energy for many years to come.</p> <p>Lakeshore's top-quality products are designed to last year after year—promoting sustainability in the classroom and reducing waste. From our ruggedly built furniture to our many reusable classroom activities, the majority of our products are non-consumable and will stand up to years of use.</p> <p>As a company, we work to encourage recycling, reduce waste, and save energy. At our headquarters—as well as in all of our stores nationwide—we recycle our materials and supplies wherever possible. We have also lowered electricity use by installing motion sensors on our lights and using energy-saving settings on our computers.</p> <p>To reduce paper waste, we promote the use of our website and e-commerce with all of our customers, creating an environment where a paper trail can be substituted with a digital trail. We have also purchased Forest Stewardship Council Certified Paper, and we're working toward printing all of our catalogs on FSC paper.</p> <p>Listed below are several of the ways we are investing in the environment beyond the typical efforts to reduce, reuse and recycle our paper and cardboard waste, and to cut back on inefficient use of power, water, and other renewable resources:</p> <ul style="list-style-type: none"> • Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards-reducing chemical pollutants and helping improve the quality of indoor air. For a complete listing of Lakeshore's GREENGUARD Certified products, just search for the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department at (800) 428-4414. • We are one of the founding sponsors of the Nature Forum, which helps early childhood programs around the world get children outdoors and learning about the natural world. • Kids & Company, our on-site preschool for our employees' children, has partnered with Dimensions and the Nature Forum to create our own Nature Explore Classroom, giving employees' children a natural play area where they reconnect with the earth in the midst of an industrial and urban environment. • We actively promote and reward carpooling with our employees. • The safety of all of our products is of paramount importance. Every item we sell has been tested for toxic materials—and we continually exceed every federal regulation in the pureness of our materials. • We promote the use of our on-line catalog and e-commerce with all of our customers, effectively creating an environment where a paper trail can be substituted with a digital trail, not only reducing the use of the paper generated by our customers and ourselves, but also reducing the amount of electricity and fuel needed to deliver and process those orders. • We have just purchased FSC (Forest Stewardship Council) Certified Paper, and from here on out, all of our catalogs will be printed on FSC paper. • All of our used corrugate materials are efficiently bundled and sent to be recycled and used again. <p>These are just a few of our initial steps to create a greener environment for our employees and our customers, and those we touch around the United States.</p>
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39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>GREENGUARD Certification</p> <p>Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.</p> <p>GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD 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 Certified products, just search for the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department at (800) 428-4414.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a company founded by a woman and single mom, Lakeshore is committed to equal opportunity for all. We have enclosed a partial list of some of the minority-owned and women-owned businesses that we use as vendors. We have enclosed this partial list because our vendor base numbers over 2,000 (and the products and components we carry are well over that number). We would not need to specifically "contract" with another company to fill your order because we have over one million feet of warehouse space where we keep a complete inventory of all materials at all times.</p> <p>We strongly believe and demonstrate that profitable, responsible growth and the business success of the Company, as well as the personal growth of individuals to the fullest extent practical within the framework of the business environment, are worthy goals. By selecting vendors and service providers on the basis of merit, the effectiveness of the Company's operations can be maintained while enhancing both the nation's economic progress and each individual's progress.</p> <p>To that end, Lakeshore Learning Materials is committed to continuing its policy of utilizing minority, female-owned and disabled veteran-owned business enterprises whenever possible. Please see the attached M/WBE Participation Letter and Good Faith Effort Policy.</p>	*

41	<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 emissions standards—reducing chemical pollutants and helping to improve indoor air quality.
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Table 9: Warranty

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

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

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Lakeshore believes in the quality of our products, and we stand behind them. Our no-nonsense warranties guarantee that the items we create are meticulously designed and carefully crafted to withstand the test of time. If any product breaks within the warranty period, we will repair or replace it...at no charge for parts of labor.</p> <p>Our warranties cover any structural defects that are found under normal, everyday use. Structural defects do not include cosmetic damage caused by regular wear and tear (such as the gradual fading of fabrics over time) or damage caused by factors outside of normal use, such as acts of nature, modification or unreasonable or abusive use.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Lakeshore does not offer maintenance or repair services. However, our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Lakeshore does not offer maintenance or repair services. However, our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>With Lakeshore, you will be working with a single point-of-contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or Dealer Authorizations. In addition, our products are always in stock and are backed by our ironclad warranty!</p> <p>Our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.</p>	*
47	What are your proposed exchange and return programs and policies?	<p>Returns or Exchanges</p> <p>Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>White-Glove Delivery & Installation Service</p> <p>This service is complimentary on orders of \$10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:</p> <ul style="list-style-type: none"> • Free delivery • Free unpacking and assembly • Free supervised classroom setup <p>Classroom Design Planning</p> <p>We have extensive experience partnering with Site and Design Advisory Teams on large classroom projects. Upon award, our team can meet with Advisory Boards to visit the classroom sites to measure, develop and deliver 3-D renderings of each classroom at no additional cost.</p> <p>We will offer complimentary 3-D classroom layouts for all Complete Classrooms® orders, which include "scaled" renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. Using our experienced Sales, Design and Installation teams, you get the expertise you need and the support you want.</p> <p>Customized Learning Solutions</p> <p>At Lakeshore, we understand that a "one size fits all" product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Target areas of customization include family engagement, special education, elementary education strategies and curricula, early childhood education strategies and curricula, and more. Pricing for our customized learning solutions depends on the materials and supplies needed.</p> <p>Professional Development</p> <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>	

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

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

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

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

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

Professional Development Rates / Price Sheet

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

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

Session & Rates

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

Half-day, up to 3 consecutive hours – Rate \$2,500

Full-day, 3-6 hours – Rate \$3,500

Virtual Training (90-minute webinar session) – Rate \$1,500

Virtual Training (60-minute webinar session) – Rate \$1,000

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Lakeshore's standard payment terms are Net 30 Days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Lakeshore does not provide leasing or financing options.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Orders can be placed online at www.LakeshoreLearning.com, over the phone by calling (800) 778-4456, by fax (800) 537-5403 or by emailing PO's to orderdept@lakeshorelearning.com.</p> <p>Order Procedure Sourcewell members can order by credit card or purchase order. (In order to meet the project delivery schedule, Lakeshore requires purchase orders within 10 business days before scheduled delivery dates.)</p> <p>When Lakeshore receives an order from a Sourcewell participating entity, your dedicated Lakeshore Sales Support Specialist Lavoria Little 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, Lavoria 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 Sourcewell entities provide confirmation to release orders and schedule deliveries.</p> <p>Sales Support Specialist: Lavoria Little Address: 2695 E. Dominguez Street, Carson, CA 90895 Phone: (800) 421-5354 ext. 2780 Fax: (310) 537-7990 E-Mail: llittle@lakeshorelearning.com</p> <p>Reporting 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 #040121" on all purchase orders. Designated to this contact for reporting is Kelly Brim, who can be reached at the following:</p> <p>Kelly Brim, Contract Reporting Specialist Phone: (800) 421-5354 ext. 2597 Email: bidreporting@lakeshorelearning.com</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, staff can purchase online by using a purchase order, or credit card at no additional cost. For further customization, please contact our customer service team at (855) 827-5830. You can also pay with PayPal, Apple Pay or any of the following major credit cards: Visa, MasterCard, American Express and Discover. If you have an existing account with Lakeshore, you can order on account from our website. Simply select the "Pay on Account" option on the payment section of the order process. If you are a domestic school or institution interested in opening an account, you will need to fill out our credit application on our website. You can submit your credit application with your order, but the order will be held pending approval of the application. If you want your items right away, prepay with PayPal or a credit card and use your account for future orders.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Lakeshore is pleased to present the following tiered discount structure to Sourcwell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #040121" on all purchase orders to receive these terms.</p> <p>Please see the attached Price List for detailed pricing data on all of our items included in our RFP response.</p>
54	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 #040121" on all purchase orders to receive these terms.</p> <p>Please see the attached Price List for detailed pricing data on all of our items included in our RFP response.</p>

55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Lakeshore is pleased to present the following tiered discount structure to Sourcewell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #040121" on all purchase orders to receive these terms.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Lakeshore would provide a quote for each request of a "sourced" item. Since methods used to obtain the item may vary, a specialized quote will provide the member with the best value proposition as they look to make a purchase.</p>	*

57	<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>Complimentary White-Glove Service This service is available on orders of \$10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:</p> <ul style="list-style-type: none"> • Free delivery • Free unpacking and assembly • Free supervised classroom setup <p>Customized Learning Solutions At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. 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 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 At Lakeshore, we believe that live, hands-on learning opportunities provide the best results for optimal, long-term learning for all participants. Please see our training options below:</p> <ul style="list-style-type: none"> • Keynote presentations (district wide, school based or defined group) • Face to face workshops (at the district or school level, open or closed groups), • Live and recorded webinars (open or closed groups) <p>Session & Rates Professional Development Workshop, Training, Environment Walk-thru, and Product Demonstration Half-day, up to 3 consecutive hours – Rate \$2,500 Full-day, 3-6 hours – Rate \$3,500 Virtual Training (90-minute webinar session) – Rate \$1,500 Virtual Training (60-minute webinar session) – Rate \$1,000</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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58	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 7-10 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.	*
59	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.	*

60	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 UPS each year, with four to eight UPS 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 7-10 business days ARO for ship-to destinations within the contiguous United States. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to APO/FPO addresses take 4-6 weeks. Shipments to U.S. territories take 3-6 weeks. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Freight charges will apply to orders shipping outside of the contiguous United States.</p> <p>Lakeshore is flexible and can alter delivery and installation schedules if the Sourcewell member's schedule changes.</p> <p>Product Availability and Delivery Capability As a company, Lakeshore is proud to have a 99% fill rate. 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 7-10 working days (applicable to the 48 contiguous states), guaranteed.</p> <p>With more than 2 million square feet of warehouse space, we're able to keep items in stock and ready to ship. We have two state-of-the-art distribution centers located in Carson, California, and Midway, Kentucky, enabling us to serve the United States coast-to-coast! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor. In Midway, our new distribution center is centrally located for all U.S. customers—eliminating back orders and drop shipments!</p> <p>From order to delivery, expect the best service in the industry!</p> <ul style="list-style-type: none"> • No invoice until your entire order has shipped • Simple and hassle-free order tracking • Custom labeling—so every item is delivered to the right classroom • A single invoice no matter how many boxes or shipments in your order • Personalized service from order to delivery <p>For orders shipping to Alaska and Hawaii, shipping charges are 25% of the total merchandise cost, with a \$9.99 minimum. If an order shipping to Alaska, Hawaii, U.S. territories, P.O. Box or APO/FPO contains a shipping-restricted item, we will e-mail you with a separate quote. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks for delivery. We ship to the following U.S. territories: Puerto Rico, U.S. Virgin Islands, Guam, Marshall Islands, Palau, American Samoa, Federated States of Micronesia and Northern Mariana Islands. Shipments to U.S. territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States.</p> <p>Complimentary White-Glove Service This service is available on orders of \$10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:</p> <ul style="list-style-type: none"> • Free delivery • Free unpacking and assembly • Free supervised classroom setup
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	<p>We have developed a tiered discount, as an incentive for your members. Lakeshore is pleased to present the following tiered discount structure to Sourcewell members:</p> <ul style="list-style-type: none"> • 5% discount on all orders up to \$100,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 6% discount on all orders from \$100,000.01 through \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • 7% discount on all orders above \$200,000.00: on all non-sale items from Lakeshore's catalogs (Lakeshore Early Childhood Catalog and Lakeshore Elementary Catalog), website (www.LakeshoreLearning.com), and retail stores (see attached Store List for locations). • FREE shipping on orders over \$500 shipping to one location, within the contiguous United States. For orders under \$500, please estimate freight charges at 15% of the subtotal, with a minimum freight charge of \$6.99. <p>Must reference "Per RFP #040121" on all purchase orders to receive these terms.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<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 #040121" on all purchase orders. Designated to this contact for reporting is Kelly Brim.</p> <p>Kelly Brim, Contract Reporting Specialist Kelly has over 3 years of experience at Lakeshore Learning Materials and is an expert at understanding and adhering to the contractual reporting requirements. Kelly can be reached by phone at (800) 421-5354 ext. 2597, by fax (310) 537-7990, or by e-mail at bidreporting@lakeshorelearning.com.</p> <p>Kelly's responsibilities include:</p> <ul style="list-style-type: none"> Managing executive and ad-hoc reporting utilizing Salesforce, SQL, and other internal systems Setting up and managing all monthly, bi-monthly, quarterly and annual sales reports in connection with contracts to ensure all reports and payments are processed
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee is 2% of sales under the Contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	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. Lakeshore provides the following commodities: Classroom Furniture, Flex-Space Furniture, Preschool and Elementary Teaching Aids, Teaching Aids and Supplies, Arts and Crafts Supplies, Classroom Math and Science Materials, Teacher's Resources, Instructional Aids and Materials, Special Education Materials, ESL Aids and Materials, Library Supplies, Infant and Toddler Equipment, Physical Education Equipment Technology, AV Equipment, Educational Software, Books, Outdoor Furniture and more.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Lakeshore's subcategories of solutions available to Sourcewell members under a resultant contract include (but are not limited to): Classroom Furniture, Flex-Space Furniture, Preschool and Elementary Teaching Aids, Teaching Aids and Supplies, Arts and Crafts Supplies, Classroom Math and Science Materials, Teacher's Resources, Instructional Aids and Materials, Special Education Materials, ESL Aids and Materials, Library Supplies, Infant and Toddler Equipment, Physical Education Equipment Technology, AV Equipment, Educational Software, Books, Outdoor Furniture and more. To view our full list of items, please visit us at www.LakeshoreLearning.com .

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

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

Line Item	Category or Type	Offered *	Comments
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66	Teaching resources, curriculum, kits, videos, and Do-it-Yourself (DIY) activities	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lakeshore offers the following Teacher Resources: Write & Wipe boards, Storage Bins & Boxes, Timers, Folder Bins, Mobile Storage Carts, Pocket Charts, Supply Caddies, Book Bins, Pencils, Markers, Sentence Strips, Math Practice Workbooks, Writing Practice Workbooks, Spanish Workbooks, and more!</p> <p>We also offer the following Kits & Curriculum: Social-Emotional Activity Kit, Teaching Diversity & Inclusion, STEM, STEAM, School Readiness Kits (Math, Science, Language Arts, Reading) and more!</p>	*
67	Sight, sound, and sensory learning tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers the following Sight, Sound and Sensory tools: Foam Sensory Paint, Sensory Beads, Sensory Sand, Sensory Viewers, Sensory Dough, Fingerpaint, Sensory Beanbags, Sing-Along Read-Along Classics with CDs, Read-Along Listening Center, Read-Along Books, Toddler Favorites CD Library, and more!	*
68	MakerSpace and fabrication laboratory (Fab Lab) equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers the following MakerSpace equipment and products: Project Cards, Tool Pack, Electrical Components, Wooden Shapes, Containers, Craft Tools, Wheels & Propellers, Gears & Spools, Wooden Dowels, Plastic Tubing, Craft Boxes, Assorted Material Sheets, Wire, Hardware, Foam, Fasteners, Craft Sticks, Hole Punch Tool, Plastic Rivets, and more!	*
69	Robotics, AI, and coding equipment and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers the following Robotics, Coding Equipment and products: Power Tiles Circuit Kits, Learn to Code File Folder Games, Learn to Code! Ladybug, and more!	*
70	Design tools and educational or production-grade 3D printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lakeshore offers the following Design tools: Construct-A-Letter Activity Center, Scratch Art Design Tools, Painting Design Sets, Dough Design Wheels, Build-It-Yourself Woodworking Kit, Create & Design Drill Kit, Spiral Art Design Center, Texture Brushes, Craft Scissors, Classroom Clay & Dough Designer Kit, and more!	*
71	Virtual reality or simulation devices and applications	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
72	Industrial and technical equipment or tools	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
73	Agricultural or plant science equipment and products	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
74	Renewable or alternative energy educational products	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
75	Technology and services related to the solutions described above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>White-Glove Delivery & Installation</p> <p>Lakeshore offers complimentary White-Glove Delivery & Installation service on orders \$10,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:</p> <ul style="list-style-type: none"> • Unpacking and assembly • Supervised classroom setup • Debris removal • Custom labeling and boxing of orders by designated information, such as by classroom or teacher <p>Classroom Design Planning</p> <p>We have extensive experience partnering with Site and Design Advisory Teams on large classroom projects. Upon award, our team can meet with Advisory Boards to visit the classroom sites to measure, develop and deliver 3-D renderings of each classroom at no additional cost.</p> <p>We will offer complimentary 3-D classroom layouts for all Complete Classrooms® orders, which include "scaled" renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each classroom environment. Using our experienced Sales, Design and Installation teams, you get the expertise you need and the support you want.</p> <p>Professional Development</p> <p>Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As 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 	

		<ul style="list-style-type: none"> • Assist with your organization’s decision-making process • Create a custom solution specific to your content/training needs • Plan and lead implementation <p>Below are just a few of our wide range of standing topics:</p> <ul style="list-style-type: none"> • Social-Emotional Development • Flexible Seating for 21st-Century Classrooms • Developmentally Appropriate Activities • Language and Literacy • Cognitive Development • STEM/STEAM • Standards for Mathematical Practice • Environments • Instructional Support • Intervention <p>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>Defective Merchandise We will always take full responsibility for any defective or damaged merchandise. Lakeshore is happy to take care of any product that arrives to the customer and is damaged in any way. We provide a replacement right away and arrange a pickup for the damaged item with our carrier at no additional charge. We have an unconditional guarantee on every item, which means our customers are welcome to return any product back to us for a refund or exchange.</p> <p>Lakeshore will repair or replace any product or product component that is defective in material or workmanship for the life of its warranty period as long as the product is owned and used by Sourcewell participating entities.</p> <p>Product Warranty We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange. Your satisfaction is our number-one priority.</p> <ul style="list-style-type: none"> • Lifetime warranty on Premium-Quality Classroom Furniture, Tables and Desks, Chairs, and Cots! • 10-year warranty on Classroom Carpets • 5-year warranty on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, Trikes, and Cribs • All other items receive a full-year warranty (unless otherwise noted)
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Table 15: Industry Specific Questions

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Lakeshore will use the following internal metrics to track and measure our success with the contract: number of orders placed, amount of sales per participating entity, number sales per region, total number of quotes created for participating entities, and more.

77	Describe the ways in which your offering may be customized and deployed.	<p>Customized Learning Solutions At Lakeshore, we understand that a “one size fits all” product selection may not satisfy all of your educational needs. Therefore we created our Custom Solutions Team to assist in tailoring a custom approach to meet your unique product needs. Customizing educational materials is our business! We can develop customized learning solutions.</p> <p>Our kits can zero in on the particular member strategies listed below and initiatives that may need specialized products and packaging:</p> <ul style="list-style-type: none"> • Family Engagement An integral part of any early learning or school readiness program, family engagement products help families become active partners in the education of the children in their lives. • Special Education We specialize in offering custom solutions for students with disabilities. One example is SANDI, an online assessment created by the Riverside County Office of Education. We’ve also worked with districts around the country to develop materials kits that provide students with access to state standards in ways that are developmentally appropriate and respectful of chronological age. • Early Childhood Our sourcing and manufacturing capacity is simply the best in the industry. We’ve worked with Early Head Start & Head Start programs, and school districts around the country to customize kits that meet standards and help children become school ready. • Elementary To help schools around the country implement educational standards and measureable 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>eProcurement Services Lakeshore offers custom eProcurement solutions that can meet all electronic ordering and invoicing needs. Our eProcurement team serves over 5,000 organizations nationwide, from metropolitan school districts to local Head Starts. We can create custom Procurement websites, as well as electronic integration via cxml punchout and EDI.</p> <p>Benefits of Custom E-Procurement Websites Online Ordering</p> <ul style="list-style-type: none"> • Control spending by setting up authorized users and restrictions. • Improve efficiency • Simplify reporting & reconciliation • Achieve “green” goals • Access to contract pricing! <p>Online features</p> <ul style="list-style-type: none"> • Online order tracking and administration • Purchasing system integration (SAP, Oracle & more) • Custom spending thresholds and approval processes • Custom product assortments and terms • Setup is fast and secure <p>Customization Lakeshore has the capability of creating separate user logons and passwords, with no limit of users. We can also customize our ePro website to limit purchases to just STEM Curriculum Solutions and Equipment. Terms such as discount, free shipping, and tax exemption are built right into the site, so you always receive contract pricing.</p> <p>Restrictions We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow item selection to target customers’ needs by removing certain categories of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.</p> <p>Purchase Options Staff can purchase online by using a purchase order or credit card. For further customization or EDI integration with Sourcewell systems, contact our ePro support team at (855) 827-5830 or via e-mail at myepro@lakeshorelearning.com.</p>
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78	Describe how your offerings integrate with other curricula, platforms or solutions.	Lakeshore Learning Materials specializes in the design and development of innovative and standards-based supplemental materials in a variety of subject areas. Specifically, for STEM and STEAM initiatives in elementary schools, we offer the types of hands-on resources that are necessary to support whatever curricula is being used. In addition to the types of supplies that are needed to conduct investigations and experiments, we also have more comprehensive offerings that challenge students to solve real-world problems, take a deeper look at essential standards through hands-on investigations and collaborate with each other to reach an identified outcome. Our materials are used by teachers to enhance publisher's programs and allow students to learn at a deeper level through collaboration and exploration.
79	Identify any certification(s) or accreditation(s) that your business or the products included in your proposal have attained or received.	<p>Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.</p> <p>GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD 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 Certified products, just search for the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department at (800) 428-4414.</p>
80	Describe service and support standards for your products (i.e. replacement plans, parts, etc.).	Lakeshore does not offer maintenance or repair services. However, our ironclad warranty allows for easy return/replacement of our products. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.
81	Describe the ways in which your products are scalable to the size of a school, educational institution, or municipality.	<p>No job is too big or too small for Lakeshore Learning Materials. We are a vertically integrated company who can scale any size project for any school, educational institution, or municipality. Lakeshore has extensive experience working with school districts, early childhood programs, both public and private, and all government agencies and municipalities. We continually coordinate and execute large orders without much fanfare on a daily basis.</p> <p>With a salesforce of over 2,000 employees across the US, Lakeshore is able to manage multiple installation projects! On a single site school project, our installation team can complete up to 3-4 classrooms per site, per day, with one crew. Lakeshore does not anticipate any delays in installations and can fulfill installation projects of any size!</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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."

- [Financial Document](#) - Lakeshore Learning Materials - Financial Documentation - Sourcewell RFP 040121.pdf - Tuesday March 30, 2021 13:03:49
- [Marketing Document](#) - Lakeshore Marketing Flyer & Brochure Samples.pdf - Tuesday March 30, 2021 13:05:37
- [Warranty](#) - Lakeshore MWBE Participation Letter, Minority Vendors List & DMWBE Good Faith Effort Policy.pdf - Tuesday March 30, 2021 13:12:02
- [Value Added Attributes](#) - Warranty Flyer.pdf - Tuesday March 30, 2021 13:12:11
- [Pricing](#) - Lakeshore 2021 Price List with 5% Discount (Sourcewell).pdf - Tuesday March 30, 2021 13:12:23
- [Additional Document](#) - Lakeshore Supplemental Documents.pdf - Wednesday March 31, 2021 11:33:50

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Tue March 23 2021 04:37 PM	<input checked="" type="checkbox"/>	1
Addendum_9_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Fri March 19 2021 12:24 PM	<input checked="" type="checkbox"/>	2
Addendum_8_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Thu March 18 2021 07:55 AM	<input checked="" type="checkbox"/>	2
Addendum_7_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Tue March 16 2021 03:58 PM	<input checked="" type="checkbox"/>	1
Addendum_6_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Mon March 15 2021 10:13 AM	<input checked="" type="checkbox"/>	1
Addendum_5_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Thu March 4 2021 06:21 PM	<input checked="" type="checkbox"/>	3
Addendum_4_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Mon March 1 2021 01:27 PM	<input checked="" type="checkbox"/>	2
Addendum_3_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Fri February 26 2021 12:12 PM	<input checked="" type="checkbox"/>	1
Addendum_2_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Wed February 17 2021 07:58 AM	<input checked="" type="checkbox"/>	3
Addendum_1_STEM_Curriculum_Solutions_and_Equipment_RFP_040121 Wed February 10 2021 04:12 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #040121-LSH**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Lakeshore Learning Materials, LLC**. (Supplier).

Sourcewell awarded a contract to Supplier to provide STEM Curriculum Solutions and Equipment with Related Accessories, Supplies, and Services, effective May 27, 2021, through June 1, 2025 (Contract).

On January 7, 2022, Lakeshore Equipment Company dba Lakeshore Learning Materials changed its name to Lakeshore Learning Materials, LLC and the parties wish to update the Contract.

All references to "Lakeshore Equipment Company dba Lakeshore Learning Materials" in Contract #040121-LSH will be stricken and replaced with "Lakeshore Learning Materials LLC."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

Lakeshore Learning Materials, LLC

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Tyler Domski
Tyler Domski, Vice President

Date: 2/2/2022 | 2:07 PM CST

Date: 2/2/2022 | 1:44 PM CST

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 2/2/2022 | 2:09 PM CST