

Region 14 Education Service Center (ESC)

Contract # 11-74

for

Instructional and Educational Resources

with

Lakeshore Learning Materials, LLC

Effective: May 1, 2023

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Lakeshore Learning Materials, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-74, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
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Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Lakeshore Learning Materials, LLC
Vendor Name

Sarah Vavra
Name

Rafael Muro
Name

Sr. Vice President, Public Sector Contracting
Title

Bid Operations Manager
Title

5001 Aspen Grove
Address

2695 E. Dominguez Street
Address

Franklin, TN 37067
Address

Carson, CA, 90895
Address


Signature


Signature

May 1, 2023
Date

3/20/23
Date

Region 14 Education Service Center

National Cooperative Purchasing Alliance

RFP #04-23 for Instructional and Educational Resources



Points of Contact:

Rafael Muro, Bid Operations Manager
(800) 421-5354

biddept@lakeshorelearning.com

Anthony McKee, Regional Manager
(817) 471-8518

amckee@lakeshorelearning.com

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March 22, 2023

Region 14 Education Service Center
National Cooperative Purchasing Alliance (NCPA)
1850 Highway 351
Abilene, TX 79601

RE: RFP #04-23 for Instructional and Educational Resources

Dear Region 14 Education Service Center Staff,

Lakeshore Learning Materials is interested in partnering with Region 14 Education Service Center for RFP #04-23 for Instructional and Educational Resources. Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder and foster a lifelong love of learning. With materials, furniture and environments for infants, toddlers and students through the 8th grade, we help children reach developmental milestones and achieve education goals—while still having fun!

Throughout our proposal we have outlined our proposal discount and freight terms along with many benefits of partnering with Lakeshore.

Should you have any questions, please feel free to contact Anthony McKee at (817) 471-8518 or amckee@lakeshorelearning.com

Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!

Sincerely,



Rafael Muro
Bid Operations Manager
Lakeshore Learning Materials



Tab 1 - Master Agreement / Signature Form

Please see the attached Master Agreement General Terms and Conditions forms.

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Lakeshore Learning Materials, LLC

Company Name

2695 E. Dominguez Street

Address

Carson

City

CA

State

90895

Zip

(800) 421-5354

Telephone Number

(310) 537-7990

Fax Number

biddept@lakeshorelearning.com

Email Address

Rafael Muro

Printed Name

Bid Operations Manager

Position

Authorized Signature

Lakeshore®

TAB 2 - NCPA Admin Agreement†



Tab 2 - NCPA Administration Agreement

Please see the attached NCPA Administration Agreement documents.

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ Lakeshore Learning Materials, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

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WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

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- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
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- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Name

Title

Address

Address

Signature

Date

Lakeshore Learning Materials, LLC

Vendor Name

Rafael Muro

Name

Bid Operations Manager

Title

2695 E. Dominguez Street

Address

Carson, CA, 90895

Address

Signature

3/20/23

Date



Tab 3 – Vendor Questionnaire

Please see the attached Vendor Questionnaire documents.

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input checked="" type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input checked="" type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise

Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place. *Please see attached good faith effort policy

Residency

Responding Company's principal place of business is in the city of Carson,
State of California.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person	<u>Rafael Muro</u>
Title	<u>Bid Operations Manager</u>
Company	<u>Lakeshore Learning Materials, LLC</u>
Address	<u>2695 E. Dominguez Street</u>
City/State/Zip	<u>Carson, CA, 90895</u>
Phone	<u>(800) 421-5354</u>
Email	<u>biddept@lakeshorelearning.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Buyboard			
Region 6			
Region 8, TIPS/TAPS			
Region 19 ASC			



Tab 4 – Vendor Profile

Company's official registered name.

Lakeshore Learning Materials, LLC

Brief history of your company, including the year it was established.

Brief History

Like many great enterprises, Lakeshore started with one person taking a chance. In 1954, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. The move was a bit unconventional for a woman in 1950s America—but entrepreneurs don't typically follow the status quo. Initially, Ethelyn focused on selling toys to parents, but before long, local schools started calling her for art materials and other classroom supplies. Ethelyn listened to her customers. Sensing an untapped market, she sold the store and started Lakeshore Learning Materials.



Eventually, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and turning Lakeshore into a million-dollar company within just a few years. When Ethelyn retired in 1971, Michael assumed the duties of CEO, while Charles became the Vice President in charge of merchandise and buying. Today, Michael's sons, Bo and Josh, are an integral part of the business as well—having worked their way up from summer jobs in the warehouse to President/CEO and Chief Product Officer, respectively.

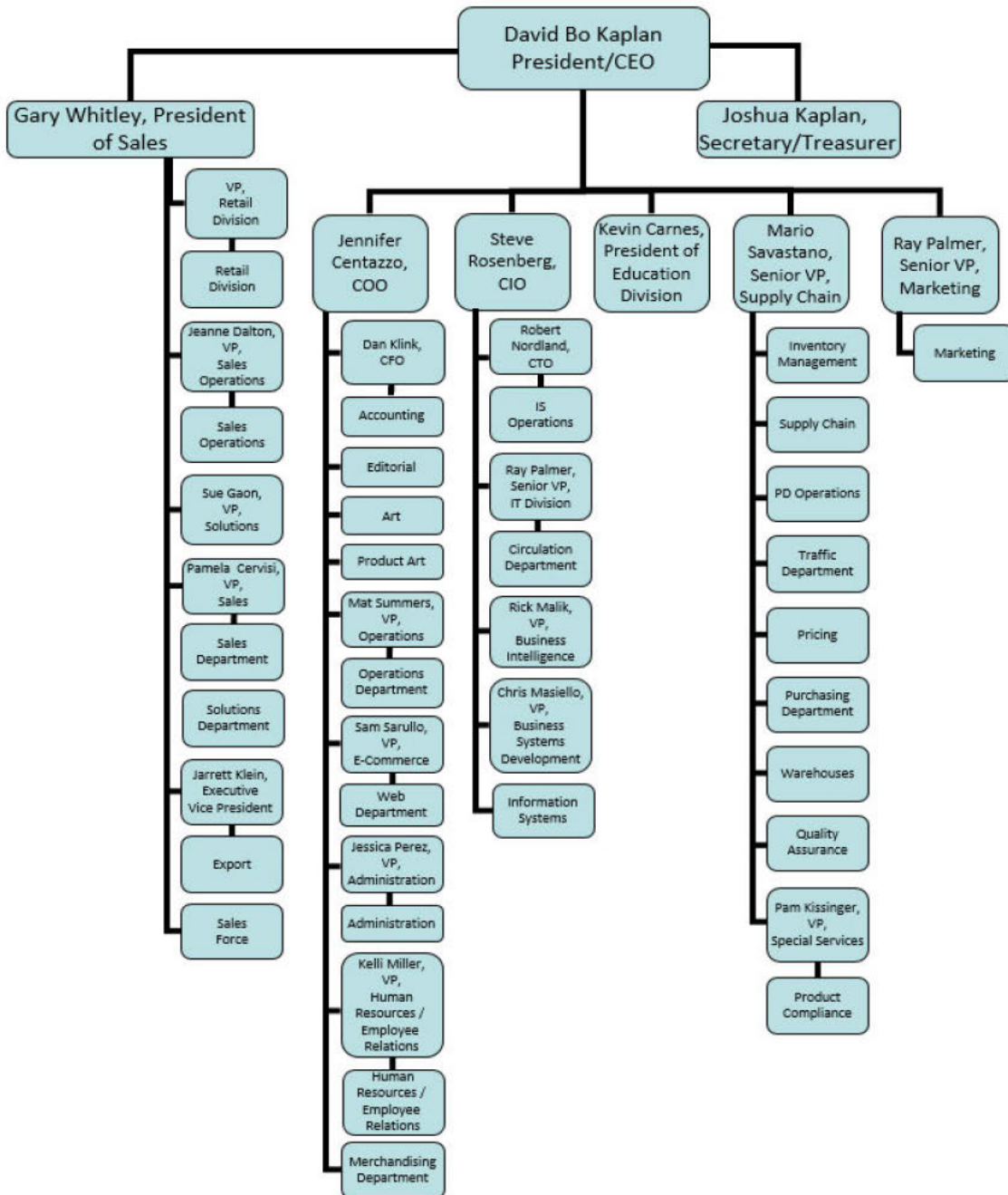
Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 69 retail stores, we offer multiple mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, classroom designs for infants through 8th grade and much more.



Company's Dun and Bradstreet (D&B) number.

028797546

Company's organizational chart of those individuals that would be involved in the contract. Please see the attached Organizational Chart



Corporate office location.

Lakeshore has over 69 retail stores, 7 of which are in the state of Texas, and 85 sales representatives nationwide. We also offer international representation, directly. Please see the attached store list for location near you!

Our corporate office is located at:
 2695 E. Dominguez Street.
 Carson, CA 90895

Key Contacts

Anthony McKee, Regional Manager

Anthony has been with Lakeshore for 8 years and is based in Arlington, Texas. Anthony's responsibilities include personally servicing customers in his respective areas of Texas to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Anthony by phone at (817) 471-8518, by fax at (310) 537-7990 or by e-mail at amckee@lakeshorelearning.com.

Marcus Parker, Regional Director – Texas

Marcus has 6 years of experience at Lakeshore. He provides management and direction for Lakeshore's Regional Managers in the state of Texas. He ensures that all customers in his area are receiving the best possible service. He also has a direct role in servicing the top clients in the area. You can reach Marcus by phone at (832) 427-9117, by fax at (310) 537-7990 or by e-mail at mparker@lakeshorelearning.com.

Rick Lozano, Regional Vice President – Texas

Rick has 27 years of experience at Lakeshore. He is responsible for managing 11 Regional Managers in the state of Texas. He ensures that all customers in his area are receiving the best possible service. He also has a direct role in servicing the top clients in the area. You can reach Rick by phone at (832) 389-8284 by fax at (310) 537-7990 or by e-mail at rlozano@lakeshorelearning.com.

Susan Dykgraaf, Director of Elementary - West US

Susan has been with Lakeshore for 5 years. Susan's responsibilities include personally servicing customers in their respective areas of the Western region of the United States to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Susan by phone at (469) 990-7844, by fax at (310) 537-7990 or by e-mail at sdykgraaf@lakeshorelearning.com.

Maribel Lopez, Sales Support Specialist

Maribel acts as a liaison between Lakeshore and the customer to ensure open lines of communication, so the customer's expectations are met and exceeded. Her responsibilities include personal account service, management of large deliveries and orders that require special handling, general sales support and special events. You can reach Maribel by phone at (800) 421-5354, ext. 2767, by fax at (310) 537-7990 or by e-mail at mrlopez@lakeshorelearning.com.

Define your standard terms of payment.

NET 30

Who is your competition in the marketplace?

Lakeshore stands alone in the marketplace. Although educational supplies companies will attempt to compete with Lakeshore, customer service, product quality, warranty set Lakeshore apart from any similarly-aimed business. Lakeshore competes with different vendors in different sectors, but continuously offers quality that sets Lakeshore apart from any competition.

Provide Annual Sales for last 3 years broken out into the following categories:
 Cities/Counties, K-12 , Higher Education, Other government agencies or nonprofit organizations

K-12 (public & private), Educational Service Agencies	
Higher Education Institutions	
Counties, Cities, Townships, Villages	
States	
Other Public Sector & Non- profits	
Private Sector	
Total	

Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.



What differentiates your company from competitors?

Lakeshore continues to introduce new and innovative products to the marketplace. Whether it be 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. In addition to attending Toy Fairs all over the world, Lakeshore has a dedicated group of former teachers working to develop new materials that they know other teachers will need. Lakeshore is constantly trying to improve 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 65 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.

Describe how your company will market this contract if awarded.

Lakeshore will provide the information to all relevant representatives, encouraging them to reach out to the customers to spend with NCPA. We will encourage customers that do not have an agreement in place, but need one, to seek our NCPA as a viable option.

Describe how you intend to introduce NCPA to your company.

Lakeshore has a long-established relationship with Region 14 ESC. NCPA will be introduced on regular calls with representative's vice presidents. This will give an opportunity for feedback and to ensure that our force in the field is equipped with the tools necessary to properly administer the NCPA agreement.

Describe your firm's capabilities and functionality of your on-line / ordering website.

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.

Benefits of Custom E-Procurement Websites

Benefits of Custom E-Procurement Websites

Online Ordering

- Control spending by setting up authorized users and restrictions.
- Improve efficiency
- Simplify reporting & reconciliation
- Achieve “green” goals
- Access to contract pricing!

Online features

- 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!

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.

Currently Region 14 ESC has a custom eProcurement website. For login information, contact Stacey Brooks at (800) 421-5354 or at myepro@lakeshorelearning.com

Describe your company's Customer Service Department (hours of operation, number of service center, etc.)

Customer Service

We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.

Customer Service Center:

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

Green Initiatives (if applicable)

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Lakeshore Learning Materials recognizes the importance of achieving sustainability in our businesses and our schools. That's why we have taken big steps to explore how our company and employees can effectively contribute to reducing our carbon footprint.

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.

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.

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:

- 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.
- For more information on GREENGUARD, visit www.greenguard.org. You may also request more information from Lakeshore's Customer Service Department by calling 800-428-4414.
- Thanks to our investment in renewable energy, one of our warehouses has been powered by solar energy! Our solar panels occupy roughly 80,000 square feet or about 1.5 football fields!
- In addition, our solar panels cut CO2 emissions by 320 tons a year! Our impact on the environment is the same as planting 8,742 new trees per year! We're producing about 500,000 kWh of energy each year! Solar panels last 30 40 years, so we are going to help conserve energy for many years to come!

Anti-Discrimination Policy (if applicable)

Describe your organizations' anti-discrimination policy.

Lakeshore is an equal opportunity/affirmative action employer committed to providing a work environment free from discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, gender identity, marital status, military status, mental or physical disability, legally protected medical condition, pregnancy and related medical conditions, or any other basis protected by applicable law. This policy applies to all areas of employment including, for example, recruitment, hiring, training, promotion, compensation, and benefits. If you have any questions regarding this policy or believe that the policy has been violated or that you have been discriminated against, please notify the Human Resources Department immediately.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Please see the attached for the following certifications:

- Business Certificate
- Certificate of Good Standing
- Certificate of Insurance
- Secretary's Certificate
- 1295 Certificate Form
- Lakeshore Warranty Letter
- Lakeshore Retail Store List



Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. Lakeshore's understanding of the Products, Services and Scope of Work is to provide the District with Instructional and Education Resources that will meet the requirements and needs of the district.

Warranty

➤ Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

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 Region 14 ESC.

- Availability of replacement parts

Simply call our Customer Service Dept and we'll ship a replacement item right away and arrange to have the damaged item picked up for you.

- Life expectancy of equipment under normal use

Once we confirm that the materials we're using are safe, we conduct exhaustive "use and abuse" testing to make sure each product will remain safe through years of everyday use.

Premium-Quality Classroom Furniture Lifetime Warranty

Premium-Quality Classroom Tables & Desks Lifetime Warranty

Premium-Quality Classroom Chairs Lifetime Warranty

Premium-Quality Classroom Cots Lifetime Warranty

Classroom Carpets 10 Years

Write & Wipe Mobile Tables & Desks 5 Years

Outdoor Furniture 5 Years

Trikes 5 Years

Cribs 5 Years

All other items in catalog 1 Year (unless otherwise noted)

Detailed information as to proposed return policy on all equipment

Returns and Exchanges

Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service department at (800) 428-4414.

➤ Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Lakeshore's expert development team creates new equipment, materials, and products to meet the highest standards of quality and durability—which are hallmarks of the company's long-standing reputation.

➤ Construction

Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Lakeshore has read, understands, and agrees to this requirement.

The following is a list of suggested (but not limited to) Instructional and Educational Resources categories. List all categories along with manufacturer that you are responding with:

The following is a list of suggested (but not limited to) Instructional and Educational Resources categories. List all categories along with manufacturer that you are responding with:

Lakeshore is offering the following products and services in (RFP) for Instructional and Educational Resources in Solicitation Number #04-23:

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
Library Supplies
Infant and Toddler Equipment
Physical Education Equipment
Educational Software
Books

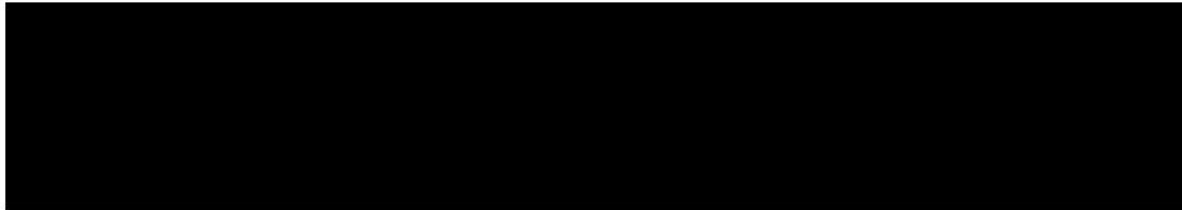


Tab 6 - References

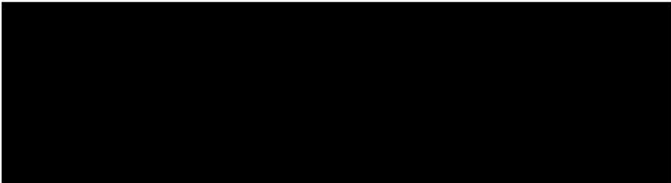
Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

Lakeshore Learning Materials has over 69 years of experience in providing classroom equipment and supplies for schools, organizations and companies. Please feel free to contact the following references about our quality of goods and services:

[Albuquerque Public Schools](#)



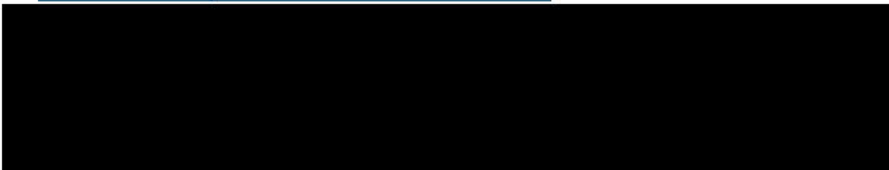
[Fort Worth Independent School District](#)



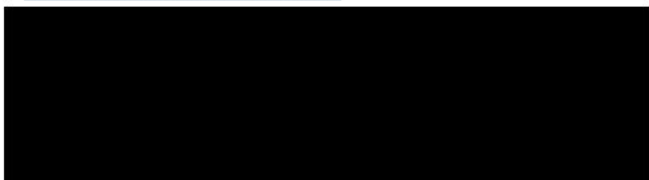
[New Caney Independent School District](#)



[Killeen Independent School District](#)



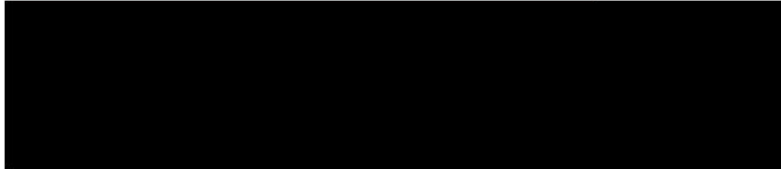
[Belton School District](#)



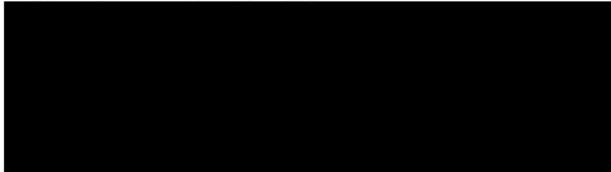
Clint Independent School District



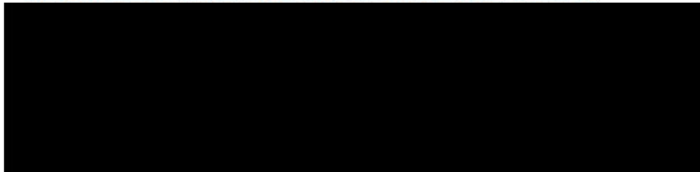
Cooperative Educational Services (CES)



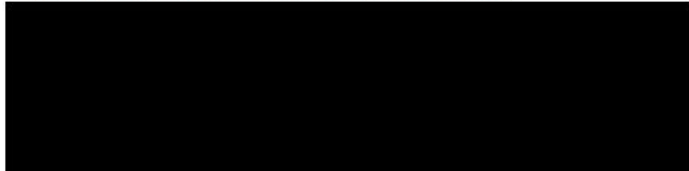
Cameron Works, Inc.



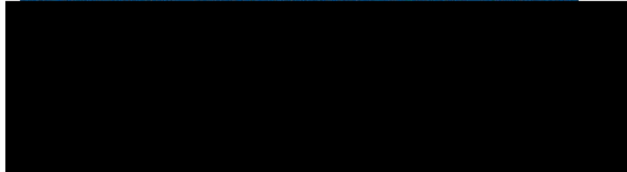
Round Rock Independent School District



United Independent School District



Brownsville Independent School District





Tab 7 – Pricing

Offer

Lakeshore is pleased to present the following offer to Education Service Center Region 14:

- 5% discount on all non sale items from Lakeshore's catalogs, website (www.LakeshoreLearning.com) and retail stores (see attached Store List for locations).
- FREE shipping on all orders in the contiguous United States.

Complimentary White-Glove Delivery and Installation service on orders of \$20,000 or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations. This service includes:

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready to move in condition

Must reference "Per RFP #04-23" on all purchase orders to receive these terms.

Lakeshore has uploaded our price list to the Bonfire web portal.

For current prices on all Lakeshore products, please visit www.LakeshoreLearning.com



When Lakeshore receives a purchase order from Education Service Center Region 14, your dedicated Lakeshore Sales Support Specialist, Maribel Lopez, will contact Region 14 ESC to coordinate the logistics of the delivery, such as:

- Delivery dates and locations
- Unloading restrictions
- Stairs/elevator restrictions
- Setup requirements

For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, Kentucky, and Carson, California) until Region 14 ESC provides confirmation to release orders and schedule deliveries.



Delivery of Goods

Lakeshore ships millions of boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the country, and that number is growing.

Lakeshore is flexible and can alter delivery and installation schedules if Region 14 ESC schedule changes.

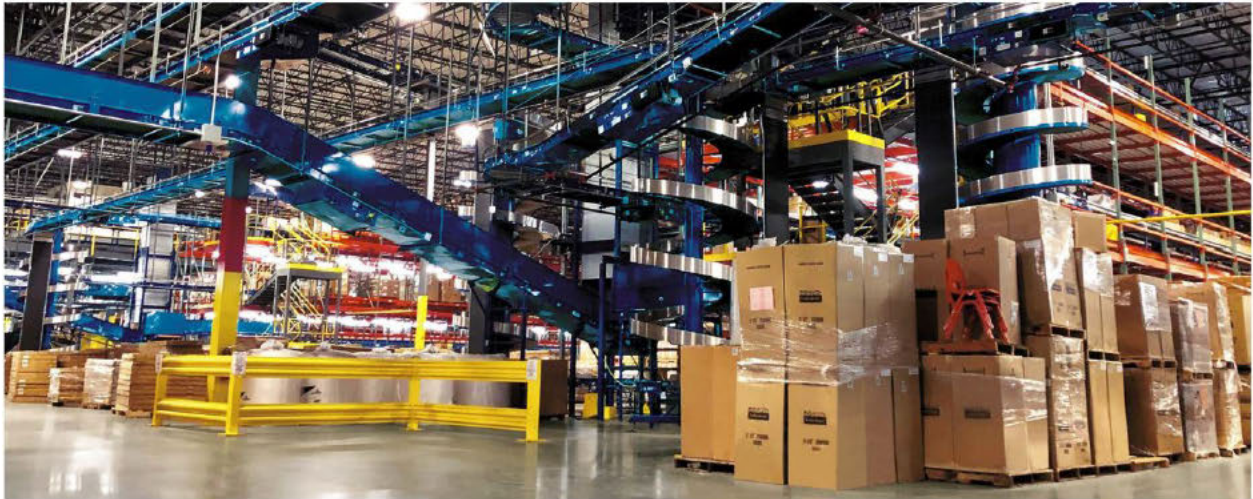


Installation Procedure

On delivery day, we take care of everything—with White-Glove Delivery and Installation service*! This service includes:

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready to move in condition

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



Direct Manufacturer

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 make 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 backed by our ironclad guarantee: If you are unhappy with any item for any reason, return it to us for a full refund or exchange.



Classroom & School Design Planning

We have extensive experience partnering with site and design advisory teams on large projects. Upon award, our team can meet with advisory boards to visit classrooms, libraries, media centers or other sites to measure, develop and deliver complimentary 3-D classroom layouts. These "scaled" 3-D renderings are available at no additional cost—and feature all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each environment.

Quality & Safety

At Lakeshore, children's safety is our highest priority—and we know it's the top concern of our customers, too. That's why we want to provide you with detailed information about Lakeshore's testing and certification process, including the rigorous steps we take to ensure our products are safe.

In the more than 69 years that we've been in business, Lakeshore has always been a huge step ahead when it comes to safety. Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Quality Assurance Team that tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all the government safety requirements, or we don't carry it—period.



For us, safety begins at the moment a product idea is conceived and put into development. First, we ensure that all the materials that go into each new product are safe. For example, materials in all children's products must be phthalate compliant (phthalates are sometimes found in PVC and other plastics) and must also meet strict standards for lead content.

Once we confirm that the materials we're using are safe, we conduct exhaustive "use and abuse" testing to make sure each product will remain safe through years of everyday use. And after a product passes our rigorous testing, it is then tested and certified by a third-party testing laboratory. Finally, we continue to monitor the safety of our products through periodic testing, both internally and by third-party labs, to ensure that our suppliers maintain the high level of integrity we demand of our materials.

For Lakeshore, children's safety always comes first. You can rest assured that the products we sell are safe and that we are doing everything we can to provide our customers with superior-quality products that they can trust with their children.



Furniture for the 21st-Century School



Design & Development

- Lakeshore's Flex-Space Furniture is designed to support the development of key skills needed for the 21st century—communication, collaboration, critical thinking and creativity.
- Flex-Space Furniture gives teachers the ability to create flexible spaces, allowing educators to quickly and easily reconfigure classrooms, libraries, media centers and nontraditional spaces for various projects and group sizes!
- Flex-Space Furniture is managed by Lakeshore's product developers—who are all former teachers! Their decades of combined classroom experience ensure that Flex-Space Furniture is designed with the teacher in mind and supports best teaching practices.
- Lakeshore product developers' long experience designing manipulatives and supplemental curricula assures that Flex-Space Furniture will transform all learning spaces into student-centered environments that support project-based learning.
- The Flex-Space Furniture line includes various flexible seating options, providing student choice to support individual learning styles.
- All furniture pieces are designed to seamlessly integrate the storage and use of student materials, tools and manipulatives.
- In-house design engineers ensure that all furniture is manufactured for ultimate strength and longevity.
- In-house mechanical/process engineers assist with the selection of raw materials, ensuring the highest quality and appropriateness for all furniture.
- Lakeshore offers Professional Development services, including sessions targeted to support the implementation of an effective 21st-century classroom.

Manufacturing Standards

- Strict control of manufacturing specifications and processes. Fully staffed office near factories ensures top-quality, virgin raw materials are used.
- In-house mechanical/process engineers regularly inspect and consult with factories, ensuring manufacturing processes operate effectively, producing consistent, high-quality furniture pieces.
- In-house inspectors conduct strict and thorough factory inspections on all orders following manufacturing—before furniture units are shipped and stocked at Lakeshore distribution centers.
- Metal-to-metal construction for ultimate durability, along with fully captured back panels and durable, protective edgebands to prevent moisture and warping.

Testing & Quality Assurance

- In-house use-and-abuse testing is conducted on all designs throughout the development process to guarantee that furniture meets strict standards. Designs are revised and improved after each test prior to manufacturing until all standards are met.
- Outside lab testing and certifications conducted to meet strict safety and flammability standards. Certification and testing documents available upon request.
- In-house use-and-abuse testing conducted on orders after arrival at Lakeshore distribution centers to ensure consistent quality over time.
- Every order is inspected to ensure 100% customer satisfaction.
- Lifetime warranty on all tables, stacking chairs, storage units and shelves.

Product Warranty

We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.



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

Greenguard®

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.



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 the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department by calling (800) 421-5354.

Exclusive Items

Among the wide range of educational products offered by Lakeshore, there are over a thousand outstanding and innovative items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere other than Lakeshore:

AA AB AX AZ 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





Tab 9 - Required Documents

Lakeshore has included the following documents in our bid submission (RFP) for Instructional and Educational Resources in Solicitation Number #04-23:

- Federal Funds Certifications
- Clean Air and Water Act and Debarment Notice
- Contractors Requirements
- Antitrust Certifications Statements
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) 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 CFR Part 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

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

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Lakeshore Learning Materials, LLC

Address 2695 E. Dominguez Street

City/State/Zip Carson, CA, 90895

Authorized Signature _____

Date 3/20/23

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Lakeshore Learning Materials, LLC

Address 2695 E. Dominguez Street

City/State/Zip Carson, CA, 90895

Telephone Number (800) 421-5354

Fax Number (310) 537-7990

Email Address biddept@lakeshorelearning.com

Printed Name Rafael Muro

Title Bid Operations Manager

Authorized Signature _____

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>

BUSINESS TAX CERTIFICATE

This tax certificate is evidence that all taxes required by the City of Carson to conduct business were paid by the listed person, company, or organization. Issuance of this certificate is not a City endorsement or assurance of the business or business activity.

Business Name: LAKESHORE LEARNING MATERIALS, LLC
Business Location: 2695 E DOMINGUEZ ST CARSON, CA 90895 1001
Business Owner: LAKESHORE LEARNING MATERIALS LLC

LAKESHORE LEARNING MATERIALS, LLC
TOYS TO GROW ON
2695 E DOMINGUEZ ST
CARSON, CA 90895-1001

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

CITY OF CARSON

License Number: 012832A

Expiration Date: November 30, 2023

Effective Date: December 01, 2022

Description: BOOKS

*Notify the Revenue Division in writing of any changes.
License renewal is the taxpayer's responsibility.*



Revenue Manager



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: LAKESHORE LEARNING MATERIALS, LLC
File Number: 202125710770
Registration Date: 09/10/2021
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Jurisdiction: CALIFORNIA
Status: ACTIVE (GOOD STANDING)

As of October 5, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 6, 2021.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: R99QB6R

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bizfile.sos.ca.gov/certification/index.

Lakeshore Equipment Company
DBA: Lakeshore Learning Materials

NAMED INSURED

- Lakeshore Equipment Company
- DBA: Lakeshore Learning Materials
- DBA: Lakeshore Curriculum Materials Company
- DBA: Lakeshore Learning Stores
- DBA: Toys to Grow On, Inc.
- Lakeshore Kids and Company, Inc.
- JoAnn Kaplan DBA Design Landscape & Kaplan Landscape
- Kaplan & Kaplan, LLC (as respects 2649-2654 and 2695 E. Dominguez St., Carson, CA; 1500 Dominguez St., Long Beach, CA; 2777-79 El Presidio, Carson, CA; 20974 S. Santa Fe Ave., Carson, CA)
- Montague Associates
- Building C LLC (as respects 20850 S. Alameda St., Carson, CA)
- Lakeshore Warehouse LLC (as respects 2161 Dominguez St., Carson, CA)
- Lakeshore Warehouse East LLC (as respects 547 McKinney Ave., Midway, KY)
- DC2, LLC (as respects 547 McKinney Ave., Midway, KY)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-996017

Date Filed:
03/20/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lakeshore Learning Materials, LLC
Carson, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Education Service Center, Region 14

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
04-23
Instructional and Educational Resources

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kaplan, David Bo	Carson, CA United States	X	
	Kaplan, Joshua	Carson, CA United States	X	
	Centazzo, Jennifer	Carson, CA United States	X	
	Klink, Daniel	Carson, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Rafael Muro, and my date of birth is 03/02/78.

My address is 2695 E. Dominguez Street, Carson, CA, 90895, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of California, on the 20th day of March, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Lakeshore®

Warranty Information

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



Premium-Quality Classroom Furniture

Lifetime Warranty

Premium-Quality Classroom Tables & Desks

Lifetime Warranty

Premium-Quality Classroom Chairs

Lifetime Warranty

Premium-Quality Classroom Cots

Lifetime Warranty

Classroom Carpets

10 Years

Write & Wipe Mobile Tables & Desks

5 Years

Outdoor Furniture

5 Years

Trikes

5 Years

Cribs

5 Years

All other items in catalog
(unless otherwise noted)

1 Year

Guarantee

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

Visit Our Stores!

For maps to store locations, visit LakeshoreLearning.com

Arizona

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

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

California

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

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

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

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

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

Northridge
17072 Devonshire St.
(818) 366-4105

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

Roseville
1850 Douglas Blvd.
(916) 774-4304

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

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

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

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

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

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

California cont'd

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

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

Colorado

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

Florida

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

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

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

Georgia

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

Idaho

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

Illinois

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

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

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

Indiana

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

Kansas

Merriam
5670 Antioch Rd.
(913) 432-3998

Maryland

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

Massachusetts

Newton
230 Needham St.
(617) 969-1171

Saugus
352E Broadway
(781) 233-3770

Michigan

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

Minnesota

Maplewood
1721 Beam Ave.
(651) 777-0650

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

Nebraska

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

Nevada

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

New Jersey

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

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

Hackensack
449 Essex St.
(201) 441-9214

New Mexico

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

New York

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

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

North Carolina

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

Ohio

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

Columbus
2148 Polaris Pkwy.
(614) 846-1710

Oklahoma

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

Oregon

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

Pennsylvania

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

Rhode Island

Cranston
1400 Oaklawn Ave.
(401) 463-8800

Tennessee

Nashville
21 White Bridge Rd.
(615) 747-6630

Texas

Austin
9828 Great Hills Trail
(512) 241-2885

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

Friendswood
19032 Gulf Fwy.
(281) 461-6263

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

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

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

The Woodlands
Portofino Shopping Center
19075 Interstate 45 South
(936) 271-3585

Utah

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

Virginia

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

Washington

Bellevue
3924 Factoria Square Mall SE
(425) 462-8076

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Buy Online, Pick Up Curbside or in Store!

SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore Learning Materials, LLC, a California Limited Liability Company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on January 6, 2023; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that

Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Rafael Muro, be, and he hereby is, appointed and designated as Bid Operations Manager, Eunice Peterson, be, and she hereby is, appointed and designated as Bid Special Projects Manager, Phillip Robledo, be, and he hereby is, appointed and designated as Bid Manager, Mariel Briones, be, and she hereby is, appointed and designated as Bid Administration Manager, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, and Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Kyle Ferguson-Owens, be, and she hereby is, appointed and designated as Bid Analyst, and Christopher Kingston, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 20th day of March, 2023.



Bo Kaplan
Secretary

