

Solicitation Audit Checklist

Proposal: RFP 23.5 - Fine Arts Materials, Supplies & Equipment

Awarded Vendor(s): Nasco Education LLC

Award Date: December 30, 2022

Contract Number: 23.5 - NAS

- 1 Legal Affidavit(s)
- 2 Release of Solicitation
- 3 Copy of Solicitation Documents
- 4 Copy of Questions & Answers
- ~~5 Copy of Addenda~~
- 6 Closed Notification
- 7 Notification Report
- 8 Access Report
- 9 Opening Record
- 10 Copy of Qualified Vendor Responses
- 11 Evaluation Summary & Recommendation
- 12 Copy of Rejection Letter
- 13 Copy of Award Letter(s)
- 14 Copy of Signed Contract(s)

AFFIDAVIT OF PUBLICATION



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 10/03/2022	COOPERATIVE PURCHASING CONNECTION	1000337556	437465
StarTribune 10/10/2022	COOPERATIVE PURCHASING CONNECTION	1000337556	437465

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$268.80**

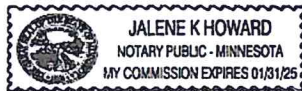
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 10/10/2022

Jalene K. Howard



Notary Public

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network
Advertiser: 0000437465-01
Agency: N/A
Section-Page-Zone(s): D-4-A11
Description: 1 Col x 2.04 in
Sealed proposals will be receive...

Legal Notices

State of Minnesota District Court
County of Rice
Court File Number: 68 FA 22 1089

General Notices

Review your ad on the first day
of publication. If there are any
changes, notify us immediately.

404 Dogs

BERNHODES MINI 13L IF
WillowwoodBrennerBabies.com
Bernese Mt Dog Puppies Family
Cavalier King Charles Spaniel

Certificates of Assumed Name

State of Minnesota, Pursuant to
the Chapter 333 Minnesota Statute,
the undersigned, who is or will be
conducting business in the name

ENGLISH GOLD RETRIEVERS A/C

English Golden Retrievers A/C
English Golden Retrievers A/C
English Golden Retrievers A/C

GERMAN SHEPHERD PUPPIES

German Shepherd Puppies
German Shepherd Puppies
German Shepherd Puppies

GERMAN SHEPHERD PUPS

German Shepherd Pups
German Shepherd Pups
German Shepherd Pups

GERMAN SHEPHERD MALES

German Shepherd Males
German Shepherd Males
German Shepherd Males

THE MOTHERLOAD

ESTATE & CONSIGN. AUCTION
Sun. Oct. 23, 2022 11am
Coins, jewelry, military, art

Art & Art Goods

CASH PAID FOR BUY DOUTLITE &
MOPHANT'S
MOPHANT'S

2 YEAR SEASONED MIXED

2 Year Seasoned Mixed
2 Year Seasoned Mixed
2 Year Seasoned Mixed

Jewelry & Personal Metals

Jewelry & Personal Metals
Jewelry & Personal Metals
Jewelry & Personal Metals

PAYING CASH (no check)

Paying Cash (no check)
Paying Cash (no check)
Paying Cash (no check)

Musical Instruments/Other

Musical Instruments/Other
Musical Instruments/Other
Musical Instruments/Other

Misc. For Sale & Wanted

Misc. For Sale & Wanted
Misc. For Sale & Wanted
Misc. For Sale & Wanted

ITEMS FOR SALE

Items for Sale
Items for Sale
Items for Sale

Public Notice

Public Notice
Public Notice
Public Notice

MINNESOTA CREEK

Minnesota Creek Watershed District
Minnesota Creek Watershed District
Minnesota Creek Watershed District

MAKE OFFERS: (952) 285-9684

Make Offers: (952) 285-9684
Make Offers: (952) 285-9684
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403 Cats

Cats
Cats
Cats

404 Dogs

Dogs
Dogs
Dogs

Mortgage Foreclosures

Mortgage Foreclosures
Mortgage Foreclosures
Mortgage Foreclosures

Sealed Proposals

Sealed Proposals
Sealed Proposals
Sealed Proposals

Proposals for Bids

Proposals for Bids
Proposals for Bids
Proposals for Bids

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

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Mortgage Foreclosures

By law, the date on or before which
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AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Wednesday October 5, 2022, Wednesday October 12, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

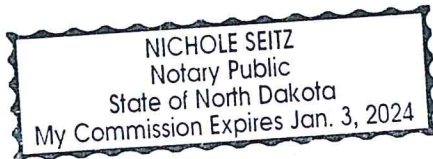
Dated this 12th day of October, 2022



Legals Clerk



Notary Public



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for 23.3 – Security Cameras, Intrusion and Weapon Detection, and Door Access Control Solutions, 23.4 – Remanufactured & Private Label Technology, and 23.5 – Fine Arts Materials, Supplies & Equipment.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on November 1, 2022, and late proposals will not be considered.

(Oct. 5 & 12, 2022) 106650

*** Proof of Publication ***

State of North Dakota)
) SS:
County of Burleigh)

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for 23.3 – Security Cameras, Intrusion and Weapon Detection, and Door Access Control Solutions, 23.4 – Remanufactured & Private Label Technology, and 23.5 – Fine Arts Materials, Supplies & Equipment.

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10/3 & 10 - 52222

Before me, a Notary Public for the State of North Dakota personally appeared Jill Lindsay who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

10/3 & 10/2022

Signed _____

Jill Lindsay

LAKES COUNTRY SERVICE COOP

Lori Mittelstadt

1001 E MOUNT FAITH

FERGUS FALLS MN 56537

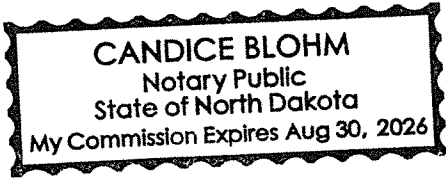
ORDER NUMBER 52222

Sworn and subscribed to before me this 10th day of

October 2022

Candice Blohm

Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 10/03/2022, 10/10/2022

TOTAL AD COST: 45.60

FILED ON: 10/10/2022

Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483

Ad No.: 0005428555

PO #:

Lines : 31

Ad Total: \$24.39

LAKES COUNTRY SERVICE COOPERAT
1001 E MOUNT FAITH AVE
FERGUS FALLS, MN 56537

This is not an invoice

of Affidavits 1

Account No.: SFA-0000000483

Ad No.: 0005428555

Argus Leader AFFIDAVIT OF PUBLICATION

**State of Wisconsin
County of Brown**

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper issue(s) :

Monday, October 3, 2022

Monday, October 10, 2022

Sworn to and subscribed before me this 10 day of October, 2022.

D. Roberts

Legal Clerk

Nicole Jacobs

Notary Public, State of Wisconsin, County of Brown

8-21-26

My Commission expires

NICOLE JACOBS
Notary Public
State of Wisconsin

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for 23.3 – Security Cameras, Intrusion and Weapon Detection, and Door Access Control Solutions, 23.4 – Remanufactured & Private Label Technology, and 23.5 – Fine Arts Materials, Supplies & Equipment. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10:00 a.m. CT on November 1, 2022, and late proposals will not be considered. Published Oct. 3, 10, 2022, at the total approximate cost of \$24.39 and may be viewed free of charge at www.sdpublicnotice.com

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Melissa Mattson](#); [Kristine Urbowicz](#)
Subject: [External]Release Successful on Bid RFP #23.5 - Fine Arts: Materials, Equipment and Supplies
Date: Monday, October 3, 2022 10:02:10 AM

Lisa M Truax:

Bid "RFP #23.5 - Fine Arts: Materials, Equipment and Supplies"
Status: Release Successful on Oct 3, 2022 10:02:06 AM CDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=163469>

If you have any questions regarding this bid, please contact our Customer Support Staff at agency-support@publicpurchase.com

Thank you for using Public Purchase.

MK= 5nIOJLOAfdOijC3Pq6Edpg==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Proposals Requested by the: **Cooperative Purchasing Connection**

RFP 23.5 – Fine Arts Materials, Supplies & Equipment

CPC is requesting proposals from qualified vendors equipped with the necessary resources and capabilities to develop a purchasing program for participating agencies. Participating agencies want the ability to purchase from a broad line of fine arts materials, supplies, and equipment at consortium level discounted pricing.

Due: 10:00 a.m. CT on Tuesday, November 1, 2022

**Vendors will submit questions and proposals online via Public
Purchase (www.publicpurchase.com)**

RFP Facilitator:
Lisa Truax
Procurement Solutions Coordinator

Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune

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I. Introduction to CPC

Proposals for the requested products and/or services are detailed in the Technical Specifications, Section III.

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. CPC has the legal authority to develop and offer, among other services, cooperative procurement services. Eligible membership and participation include states, cities, counties, and government agencies, both public and non-public educational agencies, colleges, universities and nonprofit organizations. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37. Participating in the resulting contract(s) is open to government and nonprofit agencies across the United States, such as: K-12 and higher education, municipal, state, tribal and other public agencies.

Collectively, CPC's participating agencies purchase, on average, over \$75 million annually through its contracted vendors.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to: bid and contract research, development, and negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

II. Solicitation Procedures

A. Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

B. RFP Timeline:

Date/Time	Event
October 3, 2022	Publication of RFP 23.5 – Fine Arts Materials, Supplies & Equipment
October 18, 2022, at 11:00 a.m. CT	Non-Required Conference Call
October 21, 2022, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
November 1, 2022, at 10:00 a.m. CT	Deadline for Submission
November 28, 2022	Contact Vendor/Award(s) Made
January 1, 2023	Initial Start of Contract Term

C. Non-Required Conference Call: A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the opportunity to view a demonstration of CPC's Express online marketplace, when applicable. The conference call will not be recorded. To attend the conference call, visit: <https://us02web.zoom.us/j/82685401128?pwd=UklMcHFrVFNndnlXNUxiZnJsL21SQTO9>

1. **Dial-in Number:** +1 312 626 6799
2. **Meeting ID:** 826 8540 1128
3. **Password:** PNZx49

D. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at support@publicpurchase.com or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

E. RFP Particulars

Correction of RFP Documents: Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

Interpretations: Requests for additional information or questions in regard to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

Opening of Proposals (Opening Record): Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

F. Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step consensus process:

1. The Evaluation Committee evaluates the Technical Approach first. Criteria outlined under Technical Approach (Figure F.1) is used to determine a 'qualified proposal'. Qualified proposals will move into pricing proposal evaluation.
2. The Evaluation Committee will evaluate pricing proposals to determine if the proposed pricing is competitive amongst qualified vendors and pricing found within the industry. A market basket evaluation process may be utilized to compare pricing amongst qualified respondents.
3. Proposals will be scored by the evaluation committee resulting in a singular consensus score.
4. At the sole discretion of CPC and the Evaluation Committee, vendors may be invited to make a presentation. If requested, this presentation will be mandatory to continue in the evaluation process.

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

Figure F.1

		[Vendor X]
Criteria	Possible Points	Average Points Awarded
Technical Approach <ul style="list-style-type: none"> • Company Information • Qualifications & Experience • Marketing & Partnership • Financials & Level of Support • Industry Specific Information • References 	45	
Pricing <ul style="list-style-type: none"> • Category Discounts • Website Access • Top 150 SKUs • Support Services/Installation • Volume Discounts • Market Basket Comparison & Industry Competitiveness 	55	
Total Score	100	

Best and Final Offer (BAFO):

CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Vendors or, if the short-list process is not used, all qualified Vendors will be provided an opportunity to submit

a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Vendors. If a Vendor does not submit a BAFO proposal or a notice of withdrawal, the Vendor's previous proposal is considered the Vendor's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

Rejection of Any or All Proposals: CPC reserves the right to award the entire contract to one (1) Vendor, to award multiple contracts, to award contracts by state or service territory, or to reject any or all proposals.

G. Contract Award

Binding Contract: A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

Notification of Intent to Award: An award notification will be made by November 28, 2022. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

Contract Term: The term of the contract resulting from this RFP will be from January 1, 2023, through December 31, 2024. The contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

Administrative Fee: The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number

5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale

Certificate of Insurance: The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman’s compensation, unemployment, and other insurance coverage required by and applicable to each of CPC’s individual state’s statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a “Certificate Holder”. Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their submission.

Contract Development: Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

Solicitation Debriefing: An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

Audit Packet: Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator’s office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

III. Technical Specifications

- A. **Scope of Work:** CPC is requesting proposals from qualified vendors equipped with the necessary resources and capabilities to develop a purchasing program for participating agencies. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. Participating agencies want the ability to purchase from a broad line of fine arts materials, supplies, and equipment at consortium level discounted pricing. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Fine arts materials, supplies, and equipment may include, but not limited to the following categories:

1. Painting: canvas, brushes
2. Sculpture: ceramics, glaze, equipment, furniture
3. Drawing: tools, paper
4. Crafts: tools, supplies, kits

5. Furniture: racks, tables, benches, easels

Objective: Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more Vendors based on the Vendor who can offer acceptable products, services, and solutions that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract if pricing is consistent in the tri-state area and designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts, held firm for the duration of the contract term.

Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible Vendor.

B. Quantity History: The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from October 2018, through July 2022, CPC participating agencies have purchased just under \$3.4. million in fine arts materials, supplies, and equipment. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

C. Category Terms and Conditions:

An attempt has been made to standardize the language used in this solicitation. The words “must”, “shall”, “mandatory” and the phrase “it is required” are used in connection with a mandatory specification. The words “should” and “may” are used in connection with a specification that is desirable.

General:

1. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 hours.

Equipment and Supplies:

1. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer’s authorized dealers.
2. An electronic online catalog for order entry must be provided for use by and suitable for participating agencies’ needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

Pricing:

1. The Vendor must provide a discount price schedule for all categories of products available, and labor/services offered in this solicitation. A pricing schedule has been provided with the following information requested:
 - a. 1 – Category Discounts & Username/Password to eCommerce website (proposed discounts applied), required
 - b. 2 – Top SKU List (proposed discounts applied), required
 - c. 3 – Support Services, optional
 - d. 4 – Volume Discounts, optional
2. Contract discount percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or large individual projects. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
3. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
4. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
5. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

Ordering Methods:

1. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO’s) and procurement cards. The method of payment is at the

discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).

2. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
4. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

Freight and Delivery:

1. CPC does not require freight to be included in the proposed pricing for this RFP due to the variance of freight charges attributable to weight and volume per order. This replaces section General Terms & Conditions, Delivery, of this RFP. However, if awarded, the merchandise must be shipped prepaid with the freight charged added to the invoice as a separate line item. Freight charges must be quoted to the agency prior to any purchase order being issued by the participating agency.
2. Free shipping will be considered a value-add. Any proposed requirements regarding free shipping must be clearly defined by the Vendor in their submittal.
3. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
4. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.

Design Layout and/or Installation Services:

1. Pricing for design layout and/or installation will be by hourly rate. The Vendor must outline all service charges for design and installation. If the Vendor charges for installation by a method other than hourly, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
2. Labor. All State [Minnesota] funded or partially State funded work against the resulting contract is subject to prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rule 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all Vendors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract.
3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Vendor's hourly price shall include, but is not limited to, wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
4. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
5. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Vendors must be able to provide the purchasing agency with a list of

- responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
7. All personnel that are working in participating agencies must be bonded and insured and follow all participating agencies' requirements for contractors and subcontractors.
 8. Subcontractors.
 - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
 - b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing, the reason for removal and effective date.
 - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
 - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
 - e. CPC reserves the right to require that a subcontractor be removed from the contract.
 - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
 9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

Maintenance Plans:

1. The Vendor may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

Advertising and Marketing:

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regard to renewing a contract for an additional contract term.

Task Description	Target Completion	Completed By
1. CPC Vendor Orientation Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	One Week	CPC & Vendor
2. Vendor/Supplier Login Established – Express (if applicable) Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	Vendor
3. Sales Training and Roll Out CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
4. Web Development/Express Store (if applicable) Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
5. Marketing General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	Three Weeks	CPC
6. Marketing – Vendor General announcement Sales/Account team training; contract highlights including pricing schedule <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks	Vendor
7. Management Strategies Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
8. Semi-Annual Evaluation and/or Annual Evaluation	6 months or 11 months	CPC

General Terms & Conditions

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Vendor to make such connections should the Vendor want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

Amendments: This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

Audit: Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Vendor: The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

Awards: Awards will be made with reasonable promptness and by written notice to the successful Vendor; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation, and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements outlined in the proposal and specification, and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Vendor's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
 - a. Rejected as being non-responsive, or
 - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
 - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Vendor for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Vendor specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

Byrd Anti-Lobbying Amendment: If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

Collusion: For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

Costs of Preparation: All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

Debarment and Suspension: If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

Default Contract: The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Delivery: Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

Express Online Marketplace: CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

Entire Agreement: The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Requirements: The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor’s supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland “Anti-Kickback” Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Federal Uniform Guidance: By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

Fiscal Year: a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented because of force majeure. The term “force majeure” means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Governing Law: This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

Governing Venue: The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

Hold Harmless: All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Leasing and Rental Agreements: The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

Marketing and Promotion: Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

Minority and Women-Owned Business: CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Vendor agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

New Agency Notification: CPC will email the current participating agency list to the Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

Non-Discrimination: Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

Ordering: All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

Patent Indemnification: The Vendor agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

Participating Agency: A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

Party: The name given to either organization who enters into a contractual agreement.

Payment: The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.

2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

Payment; Invoices: The Vendor shall submit invoices to the participating agencies clearly stating “Per CPC Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Prompt Payment: Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC’s legal fees. Protests shall include the following:

1. Name, address and telephone number of protester;
2. Original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
5. Any protest review and action shall be considered final with no further formalities being considered.

Qualified Respondent: A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

Recalls: The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency’s discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

Relationship of Parties: No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

Respondent: A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC.

Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

Risk of Loss: Regardless of F.O.B., the Vendor agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Vendor from any obligation hereunder.

Safety Data Sheet (SDS): Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state and local laws.

Sales Representation and Marketing: The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

1. Printed marketing materials;
2. Contract announcements and advertisements; and
3. On the Vendor's website.

Sales Tax: Sales and other taxes shall not be included in the prices quoted. The Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Vendor. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Vendor resulting from this solicitation.

Severability: If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

Substance Use and Conduct: All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

Substitutions: The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the particular specification prohibits substitution, vendors are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Vendor's letterhead attached to the pricing form. Vendors shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other

information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

Termination: CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. CPC will give notice of termination, specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving 30 business days' written notice. The Vendor, after receipt of "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Vendor shall be entitled to received just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Vendor will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Vendor:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Vendor engaged in according to this solicitation to violate the law.

Termination for Default: If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Vendor for any amount of supplies or services not accepted, and the Vendor shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Vendor for acting or failing to act in any of the following:

1. The Vendor provides material that does not meet the specifications of the contract;
2. The Vendor fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Vendor will not or cannot perform to the requirements of the contract;
5. The Vendor fails to observe any of the terms and conditions of the contract.

Termination for Non-Appropriation: Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or it's State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Vendor. The

participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor and shall be final.

Tri-State Area: Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

Value Added Attributes: Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

Vendor Orientation (CPC 101): The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

Waiver: No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 10/2021

Vendor Questionnaire

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

List who will be responsible for receiving updated participation lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Click or tap here to enter text.

Qualifications & Experience

- 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).**

Click or tap here to enter text.

- 2. Provide evidence of what your company is doing to remain viable in the industry.**

Click or tap here to enter text.

- 3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to CPC participating agencies.**

Click or tap here to enter text.

- 4. Describe your customer retention (i.e. customers who are served that continue to be repeat customers) as it pertains to your proposed fine arts materials, supplies, and equipment).**

Click or tap here to enter text.

- 5. Describe the number of agencies your organization, on average, provides fine arts materials, supplies, and equipment to each year. Provide a breakdown of sales by state (Minnesota, North Dakota, South Dakota).**

Click or tap here to enter text.

- 6. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

Click or tap here to enter text.

Marketing & Partnership

- 1. If awarded, describe how your company will position the resulting contract to CPC 's participating agencies. Describe how your company will support CPC and its participating agencies regarding program growth.**

Click or tap here to enter text.

- 2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A - Marketing Plan.**

Click or tap here to enter text.

- 3. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

Financials & Level of Support

- 1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fine arts sales on an annual basis.**

Click or tap here to enter text.

2. Indicate the level of support your company will offer on this contract category.

- Pricing is better than what is offered to individual educational agencies.
- Pricing is better than what is offered to cooperative educational agencies.
- Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:
Click or tap here to enter text.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

- Yes* *No*

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.
Click or tap here to enter text.

4. Has your company been disbarred and or suspended in doing business within the United States?

- Yes* *No*

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.
Click or tap here to enter text.

Industry-Specific Information

1. Provide a general narrative description of the products and services offered in your proposal.

Click or tap here to enter text.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, and product line.

Click or tap here to enter text.

3. Describe the information required by your company to onboard a participating agency to prepare them to place orders, receive delivery, and pay invoices.

Click or tap here to enter text.

4. Describe the sales process that your company will take with participating agencies.

Click or tap here to enter text.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe backorders, selection, availability, delivery, etc.

Explain your delivery policy and lead time required from receipt of order to delivery.

Click or tap here to enter text.

6. Shipping. Describe your shipping terms and conditions.

Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

Click or tap here to enter text.

7. Describe your warranty program regarding products and equipment, including any conditions and requirements to qualify claims procedures and overall structure.

Click or tap here to enter text.

8. Describe your company's warranty coverage (i.e. product only, parts, labor).

Describe any potential charges or limitations associated with warranty related issues and claims.

Click or tap here to enter text.

9. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Click or tap here to enter text.

10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract. Example: professional development, training, white glove installation services, etc.

Click or tap here to enter text.

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Click or tap here to enter text.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Click or tap here to enter text.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

Click or tap here to enter text.

References

Provide three (3) references that have purchased fine arts materials, supplies, and equipment from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name

Click or tap here to enter text.

Service/Product Purchased

Click or tap here to enter text.

Year of Purchase

Click or tap here to enter text.

Reference Contact

Click or tap here to enter text.

Phone

Click or tap here to enter text.

Email

Click or tap here to enter text.

Reference #2 – Company Name

Click or tap here to enter text.

Service/Product Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Reference #3 – Company Name
Service/Purchase Purchased
Year of Purchase
Reference Contact
Phone
Email

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Pricing Schedule Intro

***Please note this workbook has multiple sheets.**

Instructions. This workbook contains multiple sheets/tabs relating to this RFP. Follow the directions on each sheet and complete the sheets as they pertain to your company's offerings. All pages have been formatted to print to one page width, however, you may add additional lines as needed. Each individual sheet will indicate if it's a required or optional form. Per the RFP terms and conditions, all sheets listed as optional are considered a value-added attribute.

This spreadsheet contains the following workbooks/tabs:

- 1 - Category Discount & Username/Password
- 2 - Top SKU List
- 3 - Support Services
- 4 - Volume Discounts

1 - Category Discount & Username/Password - *required*

Provide CPC with a username/password (with applied proposed discounts) to your company's eCommerce website. Define all category (catalog/manufacturer) discounts being offered.

2 - Top SKU List - *required*

Generate your company's top 150 products (SKUs) sold from July 1, 2021, through June 30, 2022. Using the current list/catalog/retail price, apply the applicable discounts entered from sheet 1.

3 - Support Services - *optional*

Enter all design, installation, and other services that your company offers.

4 - Volume Discounts - *optional*

Enter any additional volume discounts that your company is offering

3 - Support Services

*Please note this workbook has multiple sheets.

OPTIONAL FORM

Instructions. Complete the tables below if your organization offers any of the following services. This form has been formatted to print to one page width. Please note this is an optional form.

Installation & Design Services	Description	Standard Price & Rate		Discounted Price & Rates		Per Diem Charges (if any)		Mileage Charges (if any)		Additional Discounts on Large Projects: Y/N, please detail if Yes.	

Extended Warranty	Description	Standard Price & Rate		Discounted Price & Rates		Per Diem Charges (if any)		Mileage Charges (if any)		Additional Discounts on Large Projects: Y/N, please detail if Yes.	

Training Services	Description	Standard Price & Rate		Discounted Price & Rates		Per Diem Charges (if any)		Mileage Charges (if any)		Additional Discounts on Large Projects: Y/N, please detail if Yes.	

Maintenance Support	Description	Standard Price & Rate		Discounted Price & Rates		Per Diem Charges (if any)		Mileage Charges (if any)		Additional Discounts on Large Projects: Y/N, please detail if Yes.	

Other Services	Description	Standard Price & Rate		Discounted Price & Rates		Per Diem Charges (if any)		Mileage Charges (if any)		Additional Discounts on Large Projects: Y/N, please detail if Yes.	

4 - Volume Discounts

*Please note this workbook has multiple sheets.

OPTIONAL FORM

Instructions. Complete the form below if your company is offering additional discounts for a one time purchase OR a group of local agencies in a geographic area are combining requirements (estimate annual spend). This form has been formatted to print to one page width. Please note this is an **optional form**.

Dollar Amount From	Dollar Amount To	Catalog	Additional Discount Offered

Vendor Forms & Signatures

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “*Vendor Forms & Signatures – Name of Company*”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Vendor Forms & Signatures – Name of Company”:

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance “EDGAR” Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | |
|---|---|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

Authorized Signature

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name		Date	
Address		City, State, Zip	
Contact Person		Title	
Authorized Signature		Title	
Email		Phone	

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none">• Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE).	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

Authorized Signature

Printed Name/Title

Date

Questions for Bid RFP #23.5 - Fine Arts: Materials, Equipment and Supplies

Question #1

Hello,

This bid is not requiring a catalog pricer file correct? Only our Top 150 Art Products must accompany the bid?

Answers

To respond to the pricing schedule, a Vendor must:

- 1) Provide category/catalog discounts to be entered on tab 1 (required).
- 2) Provide a username/password to the Vendor's eCommerce site to be entered on tab 1. Once logged in, the site must reflect the category/catalog discounts entered on tab 1 (required).
- 3) Provide a price list of the Top 150 Fine Arts, Supplies, and Materials sold between July 1, 2021, through June 30, 2022. The Vendor would use the current list price and apply the discount entered on tab 1 (required).
- 4) Optional - Provide optional support services.
- 5) Optional - Provide optional volume discounts.

Oct 12, 2022 10:01:31 AM CDT
By: Nasco Education LLC - djohnson50

Oct 12, 2022 3:22:10 PM CDT
By: ltruax

Archive

Answer

Reject

Question #2

I have a question related to the username/password requirement. We do not provide generic usernames and passwords-each customer is required to create an account through our website and will be provided that information upon completion. By using their quote number online-customers can check discount pricing without having to create an account. If we supply directions on how to use the quote number online to check pricing, will that suffice for this requirement?

Answers

Yes, as long as CPC can confirm that the discounts entered into Tab 1 (Pricing Schedule) are applied to pricing online and we can evaluate pricing competitiveness, directions to do so will be sufficient. Directions will need to be clearly defined.

Oct 14, 2022 9:19:52 AM CDT
By: Nasco Education LLC - djohnson50

Oct 14, 2022 1:58:57 PM CDT
By: ltruax

Archive

Answer

Reject

Ask a Question

View Bid

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: [External]Public Purchase - RFP #23.5 - Fine Arts: Materials, Equipment and Supplies Closed Notification
Date: Tuesday, November 1, 2022 10:00:08 AM

Lisa M Truax:

The bid RFP #23.5 - Fine Arts: Materials, Equipment and Supplies has closed on Nov 1, 2022 10:00:00 AM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=163469>

Thank you for using Public Purchase.

MK= H50qS4GCjyU8LUIQLEnC+Q==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

163469

Bid Title

Fine Arts: Materials, Equipment and Supplies

Vendor Name	State	Invitation	Date	Email	Reason
Advance World Trade, Inc	IL	Classification	2022-10-03 09:25:51	govlist@awt-gpi.com	Bid Notification
After School Products	CO	Classification	2022-10-03 09:25:51	sales@afterschoolproducts.com	Bid Notification
Aleph Objects, Inc.	CO	Classification	2022-10-03 09:25:51	sales@lulzbot.com	Bid Notification
AMERICAN ART SUPPLY CORP	MI	Classification	2022-10-03 09:25:51	SALES@FRAMERSISLAND.COM	Bid Notification
American International Sales Corp.	AZ	Classification	2022-10-03 09:25:51	info@aisale.com	Bid Notification
Asel Art Supply	TX	Classification	2022-10-03 09:25:51	tcicherski@aselart.com	Bid Notification
AVIATE ENTERPRISES, INC.	CA	Classification	2022-10-03 09:25:51	sales@aviateinc.com	Bid Notification
Bailey Pottery Equipment Corp	NY	Classification	2022-10-03 09:25:51	howie@baileypottery.com	Bid Notification
Blick Art Materials LLC	IL	Classification	2022-10-03 09:25:51	Contracts@dickblick.com	Bid Notification
Business Essentials	MN	Classification	2022-10-03 09:25:51	xsproule@be1source.com	Bid Notification
CDC News	NC	Classification	2022-10-03 09:25:51	jborden@cdcnews.com	Bid Notification
Climate Survival Solutions	CO	Self Invited	2022-10-12 14:22:10	tim@climatesurvivalsolutions.com	Bid Answer
Climate Survival Solutions	CO	Self Invited	2022-10-14 12:58:57	tim@climatesurvivalsolutions.com	Bid Answer
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2022-10-03 09:25:51	bids@constructiveplaythings.com	Bid Notification
Continental Clay	MN	Classification	2022-10-03 09:25:51	mary@continentalclay.com	Bid Notification
DF Industries, Inc. dba Strictly for Kids	WA	Classification	2022-10-03 09:25:51	Dale@strictlyforkids.net	Bid Notification
DMB Academics	IL	Classification	2022-10-03 09:25:51	diane@dmbacademics.com	Bid Notification
EARLYCHILDHOOD LLC	CA	Classification	2022-10-03 09:25:51	BIDS@Discountschoolsupply.com	Bid Notification
econocrafts	NJ	Classification	2022-10-03 09:25:51	bids@econocrafts.com	Bid Notification
Econocrafts	NJ	Classification	2022-10-03 09:25:51	Jacob.f@econocrafts.com	Bid Notification
Education Supply Network, Inc,	MD	Classification	2022-10-03 09:25:51	ceo@education-supply.net	Bid Notification
Educational Outfitters	TX	Classification	2022-10-03 09:25:51	Cindy.Schoel@EdOutfitters.com	Bid Notification
Erva Bonita Inc	NY	Classification	2022-10-12 00:30:13	ervabonita@gmail.com	Bid Notification
Erva Bonita Inc	NY	Classification	2022-10-12 14:22:10	ervabonita@gmail.com	Bid Answer
Erva Bonita Inc	NY	Classification	2022-10-14 12:58:57	ervabonita@gmail.com	Bid Answer
Fun Express	NE	Classification	2022-10-03 09:25:51	bids@funexpress.com	Bid Notification
Fun Express	NE	Classification	2022-10-12 14:22:10	bids@funexpress.com	Bid Answer
Fun Express	NE	Classification	2022-10-14 12:58:57	bids@funexpress.com	Bid Answer
Genesis VII, Inc.	FL	Classification	2022-10-03 09:25:51	Robert.Jordan@GenesisVII.com	Bid Notification
Greenfield Distribution, Corp.	NJ	Classification	2022-10-03 09:25:51	jeweller@biddesk.com	Bid Notification
Hoffman Technologies	CA	Classification	2022-10-03 09:25:51	Samantha.Orange@itemgrabber.com	Bid Notification
Hopper & Ro Paint & Design Inc.	MT	Classification	2022-10-03 09:25:51	solutions@hopperandro.com	Bid Notification
IQ Total Source	AZ	Classification	2022-10-03 09:25:51	jlogan@iqtotalsource.com	Bid Notification
JWK Machinery Sales Co., Inc	CA	Classification	2022-10-03 09:25:51	sales@machinetoolsjwk.com	Bid Notification
JWK Machinery Sales Co., Inc	CA	Classification	2022-10-12 14:22:10	sales@machinetoolsjwk.com	Bid Answer
JWK Machinery Sales Co., Inc	CA	Classification	2022-10-14 12:58:57	sales@machinetoolsjwk.com	Bid Answer
Kaplan Early Learning Company	NC	Classification	2022-10-03 09:25:51	bids@kaplanco.com	Bid Notification
KIRSCHNER BRUSH LLC	NY	Classification	2022-10-03 09:25:51	kirschnerbrush@verizon.net	Bid Notification
Knox Supply Company	TX	Classification	2022-10-03 09:25:51	knox752@gmail.com	Bid Notification
Lakeshore Learning Materials, LLC	CA	Classification	2022-10-03 09:25:51	BIDDEPT@LAKESHORELEARNING.COM	Bid Notification
Lakeshore Learning Materials, LLC	CA	Classification	2022-10-12 14:22:10	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Lakeshore Learning Materials, LLC	CA	Classification	2022-10-14 12:58:57	BIDDEPT@LAKESHORELEARNING.COM	Bid Answer
Larry Rosenbaum	VA	Classification	2022-10-03 09:25:51	jelaro@aol.com	Bid Notification
Learning Environments LLC®	TX	Classification	2022-10-03 09:25:51	jarrod@learningenvironments.com	Bid Notification
Learning Environments LLC®	TX	Classification	2022-10-12 14:22:10	info@learningenvironments.com	Bid Answer
Learning Environments LLC®	TX	Classification	2022-10-14 12:58:57	info@learningenvironments.com	Bid Answer
LexJet LLC.	FL	Classification	2022-10-03 09:25:51	brennan.dearing@lexjet.com	Bid Notification
Makit Supply, Inc.	TX	Classification	2022-10-03 09:25:51	scott@laminatorwarehouse.com	Bid Notification
Maxpro, Inc.	CA	Classification	2022-10-03 09:25:51	maxproinc@yahoo.com	Bid Notification
Medicaleshop Inc.	CT	Classification	2022-10-03 09:25:51	bids@medicaleshop.com	Bid Notification
Medicaleshop Inc.	CT	Classification	2022-10-12 14:22:10	bids@medicaleshop.com	Bid Answer
Medicaleshop Inc.	CT	Classification	2022-10-14 12:58:57	bids@medicaleshop.com	Bid Answer
Michaels Stores Inc & Subs	TX	Classification	2022-10-03 11:33:43	rosann@michaels.com	Bid Notification
Michaels Stores Inc & Subs	TX	Classification	2022-10-12 14:22:10	rosann@michaels.com	Bid Answer
Michaels Stores Inc & Subs	TX	Classification	2022-10-14 12:58:57	rosann@michaels.com	Bid Answer
MODERN DATA PRODUCTS	CA	Classification	2022-10-03 09:25:51	suzeth@modernimagingsolutions.com	Bid Notification
Modern Imaging Solutions	CA	Classification	2022-10-03 09:25:51	richs@modernimagingsolutions.com	Bid Notification
Momemtum Procurement Group	OR	Classification	2022-10-03 09:25:51	jessicam@mpg-us.com	Bid Notification
Nasco Education LLC	WI	Classification	2022-10-03 09:25:51	bids@nascoeducation.com	Bid Notification
Nasco Education LLC	WI	Classification	2022-10-12 14:22:10	bids@nascoeducation.com	Bid Answer
Nasco Education LLC	WI	Classification	2022-10-14 12:58:57	bids@nascoeducation.com	Bid Answer
NATIONAL ART & SCHOOL SUPPLIES	NJ	Classification	2022-10-03 09:25:51	levy@nationalartsupplies.com	Bid Notification

NATIONAL ART & SCHOOL SUPPLIES	NJ	Classification	2022-10-12 14:22:10	levy@nationalartsupplies.com	Bid Answer
NATIONAL ART & SCHOOL SUPPLIES	NJ	Classification	2022-10-14 12:58:57	levy@nationalartsupplies.com	Bid Answer
NOPCO Distributor	NV	Classification	2022-10-03 09:25:51	carlom@nopcodistributor.com	Bid Notification
ODP Business Solutions	CA	Classification	2022-10-03 09:25:51	kellye.crane@officedepot.com	Bid Notification
Pacific Combustion Engineering Co.	CA	Classification	2022-10-03 09:25:51	Burt@pacificcombustion.com	Bid Notification
Pacific Combustion Engineering Co.	CA	Classification	2022-10-03 09:25:51	Sandra@pacificcombustion.com	Bid Notification
Pacific Office Solutions	WA	Classification	2022-10-03 09:25:51	jvaldez@posolutions.com	Bid Notification
Pala Supply Company, Inc	TX	Classification	2022-10-03 09:25:51	larry@schoolsupplypacks.com	Bid Notification
Prestigious Sports Outfitters	TX	Classification	2022-10-03 09:25:51	trogers@prestigiousportsoutfitters.com	Bid Notification
Productive Office & School Environments	CO	Classification	2022-10-03 09:25:51	sandy@proofficeenvironments.com	Bid Notification
Public City LLC	TX	Classification	2022-10-03 09:25:51	mp@public-city.org	Bid Notification
Pyramid Paper Company	FL	Classification	2022-10-03 09:25:51	biddept@pyramidsp.com	Bid Notification
Pyramid Paper Company	FL	Classification	2022-10-12 14:22:10	biddept@pyramidsp.com	Bid Answer
Pyramid Paper Company	FL	Classification	2022-10-14 12:58:57	biddept@pyramidsp.com	Bid Answer
Quill Corporation	IL	Classification	2022-10-03 09:25:51	bid@quill.com	Bid Notification
Quill Corporation	IL	Classification	2022-10-12 14:22:10	bid@quill.com	Bid Answer
Quill Corporation	IL	Classification	2022-10-14 12:58:57	bid@quill.com	Bid Answer
Raymond Geddes & Co., Inc	MD	Classification	2022-10-03 09:25:51	shayes@raymondgeddes.com	Bid Notification
RELIABLE OFFICE SOLUTIONS	CA	Classification	2022-10-03 09:25:51	WENDYW@RELIABLE-OS.COM	Bid Notification
Rosario & Rosario LLC	WA	Classification	2022-10-03 09:25:51	gloria@icuniforms.com	Bid Notification
Royal Media Network	MD	Classification	2022-10-03 09:25:51	renz@royalimagingolutions.com,neth@royalimagingolutions.com,clyde@royalimagingolutions.com	Bid Notification
ROYAL MEDIA NETWORK INC	MD	Classification	2022-10-03 09:25:51	mae@royalimagingolutions.com	Bid Notification
RSR Electronics Inc.	NJ	Classification	2022-10-03 09:25:51	ajit@elexp.com	Bid Notification
Russell Construction	WY	Classification	2022-10-03 09:25:51	blake@russellwyo.com	Bid Notification
Russell Construction	WY	Classification	2022-10-12 14:22:10	blake@russellwyo.com	Bid Answer
Russell Construction	WY	Classification	2022-10-14 12:58:57	blake@russellwyo.com	Bid Answer
S&S Worldwide	CT	Classification	2022-10-03 09:25:51	bids@ssww.com	Bid Notification
School Specialty	WI	Classification	2022-10-03 09:25:51	bidnotices@schoolspecialty.com	Bid Notification
School Specialty	WI	Classification	2022-10-12 14:22:10	bidnotices@schoolspecialty.com	Bid Answer
School Specialty	WI	Classification	2022-10-14 12:58:57	bidnotices@schoolspecialty.com	Bid Answer
School Supply Specialty LLC	OH	Classification	2022-10-03 09:25:51	gary@schoolsuppliespecialty.com	Bid Notification
School Wholesale Supplies LLC	TN	Self Invited	2022-10-12 14:22:10	jpgdas@eii-usa.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2022-10-14 12:58:57	jpgdas@eii-usa.com	Bid Answer
Serpico	TX	Classification	2022-10-03 09:25:51	ggallegos@serpicogroup.com	Bid Notification
Silver Brush Limited	NJ	Classification	2022-10-03 09:25:51	brushlady@silverbrush.com	Bid Notification
SMITH OFFICE & COMPUTER SUPPLY	FL	Classification	2022-10-03 09:25:51	kingsleyf@smithoff.com	Bid Notification
SPARA TOOL LLC	MO	Classification	2022-10-03 09:25:51	jfortner@sparatool.com	Bid Notification
Sun Aired Bag Co	CA	Classification	2022-10-03 09:25:51	majotorres@sunaired.com	Bid Notification
Sun Aired Bag Co	CA	Classification	2022-10-12 14:22:10	majotorres@sunaired.com	Bid Answer
Sun Aired Bag Co	CA	Classification	2022-10-14 12:58:57	majotorres@sunaired.com	Bid Answer
Tabor Storage Solutions LLC	CA	Classification	2022-10-03 09:25:51	bill@taborstorage.com	Bid Notification
The Educational Outback	AK	Classification	2022-10-03 09:25:51	educationaloutback@yahoo.com	Bid Notification
The J Paul Company	TX	Classification	2022-10-03 09:25:51	Lindsay@jpaulco.com	Bid Notification
The Michaels Companies	TX	Classification	2022-10-03 09:25:51	bryanw@darice.com	Bid Notification
Triarco Arts and Crafts	MN	Classification	2022-10-03 09:25:51	bids@triarcoarts.com	Bid Notification
Union Supply Group	CA	Classification	2022-10-03 09:25:51	awalker@unionsupplygroup.com	Bid Notification
United Art and Education Inc	IN	Classification	2022-10-03 09:25:51	kwarran@unitednow.com	Bid Notification
United Graphics Forms & Systems, Inc.	PA	Classification	2022-10-03 09:25:51	unijb@comcast.net	Bid Notification
Valley Litho Supply	WI	Classification	2022-10-03 09:25:51	jimb@valleylitho.com	Bid Notification
Washington Correctional Industries	WA	Classification	2022-10-03 09:25:51	donna.gober@doc.wa.gov	Bid Notification
Wayfair Inc.	MA	Classification	2022-10-03 09:25:51	jhaber@wayfair.com	Bid Notification

Access Report

Agency

Cooperative Purchasing Connection

Bid Number

23.5

Bid Title

Fine Arts: Materials, Equipment and Supplies

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2022-10-04 12:24 AM CDT	2022-10-06 05:29 AM CDT	RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
Sun Aired Bag Co	2022-10-03 01:14 PM CDT	2022-10-03 02:04 PM CDT	RFP 23.5 - Pricing Schedule.xlsx	
Blick Art Materials LLC	2022-10-14 04:11 PM CDT	2022-10-31 05:37 PM CDT	RFP 23.5 - Vendor Forms & Signatures.pdf RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Vendor Questionnaire.docx RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	2022-10-31 05:34 PM CDT
Fun Express	2022-10-11 08:05 AM CDT	2022-10-11 11:56 AM CDT	RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
Pyramid Paper Company	2022-10-03 11:22 AM CDT	2022-10-17 10:36 AM CDT	RFP 23.5 - Pricing Schedule.xlsx	
Learning Environments LLC®	2022-10-04 08:13 AM CDT	2022-10-04 08:13 AM CDT	RFP 23.5 - Pricing Schedule.xlsx	
Metal Machines and Things LLC	2022-10-05 01:19 PM CDT	2022-10-05 01:19 PM CDT		
Nasco Education LLC	2022-10-03 10:48 AM CDT	2022-10-18 02:24 PM CDT	RFP 23.5 - Vendor Forms & Signatures.pdf RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Vendor Questionnaire.docx RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	2022-10-18 02:23 PM CDT
Quill Corporation	2022-10-03 10:31 AM CDT	2022-10-18 08:43 AM CDT	RFP 23.5 - Vendor Forms & Signatures.pdf RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Vendor Questionnaire.docx RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
NATIONAL ART & SCHOOL SUPPLIES	2022-10-06 05:53 PM CDT	2022-10-20 02:15 PM CDT	RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
JWK Machinery Sales Co., Inc	2022-10-03 06:26 PM CDT	2022-10-03 06:26 PM CDT	RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
IMS	2022-10-06 04:02 AM CDT	2022-10-06 04:02 AM CDT		
Silver Brush Limited	2022-10-04 08:55 AM CDT	2022-10-04 08:55 AM CDT		
School Specialty	2022-10-03 10:45 AM CDT	2022-10-17 10:41 AM CDT	RFP 23.5 - Vendor Forms & Signatures.pdf RFP 23.5 - Vendor Questionnaire.docx RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
Royal Media Network	2022-10-12 11:56 AM CDT	2022-10-12 11:56 AM CDT		
Dodge Data & Analytics	2022-10-03 10:05 PM CDT	2022-10-31 10:10 PM CDT		
Climate Survival Solutions	2022-10-06 10:37 AM CDT	2022-10-09 08:56 PM CDT	RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
Business Essentials	2022-10-31 01:11 PM CDT	2022-10-31 01:11 PM CDT	RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	
Erva Bonita Inc	2022-10-12 01:07 PM CDT	2022-10-12 01:11 PM CDT	RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf RFP 23.5 - Pricing Schedule.xlsx	
Michaels Stores Inc & Subs	2022-10-03 11:45 AM CDT	2022-10-31 08:13 AM CDT	RFP 23.5 - Vendor Forms & Signatures.pdf RFP 23.5 - Pricing Schedule.xlsx RFP 23.5 - Vendor Questionnaire.docx RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	2022-10-28 12:28 PM CDT
Medicaleshop Inc.	2022-10-04 12:32 AM CDT	2022-10-13 12:55 AM CDT	RFP 23.5 - Pricing Schedule.xlsx	
Russell Construction	2022-10-03 02:19 PM CDT	2022-10-03 02:19 PM CDT	RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf	

Lakeshore Learning Materials, LLC	2022-10-03 02:54 PM CDT	2022-11-01 10:15 AM CDT	RFP 23.5 - Vendor Forms & Signatures.pdf RFP 23.5 - Vendor Questionnaire.docx RFP 23.5 - General Terms and Conditions.pdf RFP 23.5 - Fine Arts Materials, Supplies & Equipment.pdf RFP 23.5 - Pricing Schedule.xlsx	2022-10-31 04:05 PM CDT
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Opening Record

RFP 23.5 – Fine Arts Materials, Supplies & Equipment

Request for Proposal

DocuSigned by:
Lisa Truax
9AB8C86EB0B9422...

Lisa Truax
Procurement Solutions Coordinator

November 1, 2022

Date

DocuSigned by:
Lori Mittelstadt
48D2E03F59EF456...

Lori Mittelstadt
Cooperative Purchasing Program Assistant

10:56 a.m. CT

Time

DocuSigned by:
Kristine Urbowicz
E5B3460FCF58463...

Kristine Urbowicz
Cooperative Procurement Specialist

Company Responding -Required-	Blick Art Materials	Lakeshore Learning Materials LLC	Michaels Stores Inc., & Subs dba MichaelsPro Education	Nasco Education LLC
Certificate of Insurance <i>Yes/No</i>	Yes	Yes	Yes	Yes
Vendor Questionnaire <i>Yes/No</i>	Yes	Yes	Yes	Yes
Pricing Schedule <i>Yes/No</i>	Yes	Yes	Yes	Yes
Vendor Forms & Signatures <i>Yes/No</i>	Yes	Yes	Yes	Yes
-Optional-				
Exhibit A – Marketing Plan <i>Yes/No</i>	-	Yes	Yes	Yes
Business Type Certificate <i>(if applicable)</i> <i>Yes/No</i>	-	-	-	-
Other	-	-	-	Quote terms Catalog link Bid Exception
Qualified (Responsive) Respondent <i>Yes/No</i>	Yes	Yes	Yes	Yes

From: [Lisa Truax](#)
To: [Contracts](#)
Cc: [Lisa Truax](#)
Subject: RFP #23.5 - Notification - BLICK Art Materials
Date: Wednesday, November 2, 2022 2:42:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)



Thank you for the response to RFP #23.5 – Fine Arts Materials, Supplies, and Equipment. Responses were opened on November 1, 2022, and reviewed for required documents, forms, and signatures according to the solicitation checklist. Your proposal was deemed responsive and complete.

The next step in the process is for the evaluation committee to review and evaluate all proposals deemed responsive.

You will hear from me regarding the status of your proposal no later than the week of November 28, 2022.

Again, we appreciate your response to the Cooperative Purchasing Connection and its participating agencies.

With Regard,

Lisa M. Truax



Lisa M. Truax
Procurement Solutions Coordinator
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org



From: [Lisa Truax](#)
To: mforshay@lakeshorelearning.com; [Mike Duong](#); biddept@lakeshorelearning.com
Cc: [Lisa Truax](#)
Subject: RFP #23.5 - Notification - Lakeshore Learning Materials
Date: Wednesday, November 2, 2022 2:44:38 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)



Thank you for the response to RFP #23.5 – Fine Arts Materials, Supplies, and Equipment. Responses were opened on November 1, 2022, and reviewed for required documents, forms, and signatures according to the solicitation checklist. Your proposal was deemed responsive and complete.

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With Regard,

Lisa M. Truax



Lisa M. Truax
Procurement Solutions Coordinator
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org



From: [Lisa Truax](#)
To: rob5@michaels.com; bryanw@michaels.com; [Rosann Cochran](#)
Cc: [Lisa Truax](#)
Subject: RFP #23.5 - Notification - MichaelsPro Education
Date: Wednesday, November 2, 2022 2:46:31 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)



Thank you for the response to RFP #23.5 – Fine Arts Materials, Supplies, and Equipment. Responses were opened on November 1, 2022, and reviewed for required documents, forms, and signatures according to the solicitation checklist. Your proposal was deemed responsive and complete.

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With Regard,

Lisa M. Truax



Lisa M. Truax
Procurement Solutions Coordinator
218.737.6535 (direct) | 888.739.3289
www.purchasingconnection.org



From: [Lisa Truax](#)
To: bids@nascoeducation.com; [Michelle Au](#)
Cc: [Lisa Truax](#)
Subject: RFP #23.5 - Notification - Nasco Education
Date: Wednesday, November 2, 2022 2:47:31 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)



Thank you for the response to RFP #23.5 – Fine Arts Materials, Supplies, and Equipment. Responses were opened on November 1, 2022, and reviewed for required documents, forms, and signatures according to the solicitation checklist. Your proposal was deemed responsive and complete.

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With Regard,

Lisa M. Truax



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Cooperative Purchasing Connection
Tabulation Report RFP #23.5 - Fine Arts: Materials,
Equipment and Supplies
Vendor: Blick Art Materials LLC

General Comments: Due to the overlapping nature of the CPC and AEPA contracts, we respectfully submit the attached with the expectation and assumption that we will work together to honor any existing AEPA contract terms.

The COI attached is our current AEPA COI for CPC. Our insurance policy renews on 11-1-22 and the insurer does not have documents ready for the new insurance year. As soon as these are available, an updated COI will be attached.

General Attachments: Cooperative-Purchas_Dick-Blick-Hold_21-22-GL,-CAU,-_5-9-2022_1912463518.pdf
RFP 23.5 - Pricing Schedule - Blick Art Materials LLC.xlsx
RFP 23.5 - Vendor Forms - Signatures - Blick Art Materials LLC.pdf
RFP 23.5 - Vendor Questionnaire - Blick Art Materials.pdf

Vendor Questionnaire

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Vendor Questionnaire – Name of Company**”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)

Company Information

Name of Company: Blick Art Materials LLC

Company Address: PO Box 1267

City, State, Zip code: Galesburg, IL 61402

Website: www.dickblick.com

Phone: 800-447-8192

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Heather Havens	contracts@dickblick.com	800-704-7744
Contract Manager	Heather Havens	contracts@dickblick.com	800-704-7744
Sales Manager	Heather Havens	contracts@dickblick.com	800-704-7744
Marketing Manager	Heather Havens	contracts@dickblick.com	800-704-7744
Customer Service Manager	Kristina Brett-Buckman	custservice@dickblick.com	800-447-8192
Account Manager(s)			

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Heather Havens	Contracts@dickblick.com	800-704-7744

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Emily Weaver	contracts@dickblick.com	800-704-7744

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Heather Havens	contracts@dickblick.com	800-704-7744

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Overlapping Contracts are Highlighted.

1GPA, National 2/23

AEPA - School Supplies, National 2/23

AEPA - Career & Tech Supplies, National 4/23

BuyBoard, National 10/23
Choice Partners, National 3/23
H & H Purchasing, National 3/23
TIPS, National 5/24
MISBO, Regional
Strategic Alliance of Volume Expenditures – SAVE – AZ 6/23
Nor-Cal Schools JPA, CA 4/23
North Co Ed Purch Consortium, CA 12/22
Connecticut State Contract, CT 9/23
Cooperative Educational Purchasing Council, CO 6/23
COSTARS, PA
Data Service Center, DE 6/23
Iowa State Contract, IA 8/24
Kentucky Purchasing Cooperative, KY 12/22
The Education Collaborative, MA 4/23
Massachusetts Higher Education Consortium 3/27
Massachusetts State Contract, MA 9/23
Educational Data Services, NJ & NY 11/22
New Jersey State Contract, NJ 8/23
Multiple BOCES Contracts, NY
Multiple Intermediate Unit Contracts, PA
South Carolina State Contract, SC 4/26
Texas Regions: 1,3,5,6, 7,8,11,14,15, 16, 18, 19, 20, TX
Utah State Contract, UT 7/23

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Founded in 1911, Blick Art Materials is the oldest and largest art supply specialist in the US. Today, we are in our third generation of family ownership and have become the largest and oldest provider of art supplies in the United States. Our products cater to the full spectrum of artists — from a child scribbling with a crayon, to art students in training, to well-known art professionals. Our excellent customer service, extensive selection, and competitive prices make us the best choice for seasoned and new artists alike including art educators, architects, designers, students, and hobbyists.

2. Provide evidence of what your company is doing to remain viable in the industry.

As a leader in art supplies, we continually seek out new product lines to round out our offering. We currently carry over 110,000 different art items. In addition to our unmatched selection we consider customer service a top priority. In fact, Blick was voted America's top choice for best online shops and best customer service in a Newsweek poll.

<https://www.dickblick.com/about-blick/press-and-media/newsweek-awards/>

3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to CPC participating agencies.

Most orders are fulfilled from our centrally located warehouse in Galesburg, IL. We have a secondary warehouse in Monroe, NJ where we house top-selling skus to expediently service our East Coast customers. Most orders are shipped within 2 business days of receipt, with slightly longer lead times during back to school. Delivery can be expected in 7-10 days. We carefully forecast and plan for inventory demand to minimize backorders. In fact, we never cancel a backorder unless specifically instructed to do so. Backorders are shipped as they are received into our warehouse at no additional cost to the customer. We contract with FedEx for carton shipments and nationally recognized LTL carriers for truck shipments.

4. Describe your customer retention (i.e. customers who are served that continue to be repeat customers) as it pertains to your proposed fine arts materials, supplies, and equipment).

Blick works with a majority of school districts in the US, along with countless colleges, museums, libraries, and hospitals. Our competitive prices and top-notch customer service are key to keeping customers happy for 20 and 30 years at a time.

5. Describe the number of agencies your organization, on average, provides fine arts materials, supplies, and equipment to each year. Provide a breakdown of sales by state (Minnesota, North Dakota, South Dakota).

As mentioned above, Blick works with a majority of school districts in the US. As a privately held company, we do not release any sales data or specific market share information.

6. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

No agencies would be exempt. Because we have many overlapping contracts and purchasing options, we allow agencies to choose which contract best suits their needs.

Marketing & Partnership

1. If awarded, describe how your company will position the resulting contract to CPC's participating agencies. Describe how your company will support CPC and its participating agencies regarding program growth.

Blick would support the CPC and participating agencies in the same way we current support the same via our AEPA contract. In fact, discussion with CPC would be required to determine how servicing these overlapping contracts with the organization might be achieved.

2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A – Marketing Plan.

Because the art teacher is often the beginning and ending decision maker on art supply spend, Blick's current marketing through support of art education including art education conferences, advocacy for art education, and financial sponsorship of art education organizations would be employed. Art teachers seldom make decisions based on contract terms. But rather, fair pricing, good selection, and good service. Things that we offer every day. Of course, the contract would be listed in our annual catalog (2024 will be the next print) as well as our contract listing at <https://www.dickblick.com/educators/partners/>. We are happy to provide logos, images, and other advertising support resources to CPC for any marketing efforts.

3. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Blick does not have a sales staff. We do have a staff of in-house quote specialists who are versed in contract terms. Accounts that have been assigned specific contract terms are marked accordingly. And when quote requests or purchase orders are received, accounts receive negotiated contract pricing and sales are logged accordingly.

Financials & Level of Support

1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fine arts sales on an annual basis.

Our sales are 100% Fine Arts. As a privately held company, we do not release this type of data. However, we do work extensively with customers in each of the groups stated.

2. Indicate the level of support your company will offer on this contract category.

Pricing is better than what is offered to individual educational agencies.
 Pricing is better than what is offered to cooperative educational agencies.
 Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Pricing is as good or better than pricing to individual entities. It is equal to other purchasing consortiums.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

Yes No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

n/a

4. Has your company been disbarred and or suspended in doing business within the United States?

Yes No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

n/a

Industry-Specific Information

1. Provide a general narrative description of the products and services offered in your proposal.

Blick Art Materials carries everything for the beginning to the professional artist. Products range from painting supplies, like paints, brushes, and canvas, to drawing supplies like markers, pencils, pastels, and papers. Beyond the standard mediums, we

offer printmaking, ceramics, sculpture, graphic arts, and craft supplies. To round out our offering we offer furniture, storage, and equipment for all art-making spaces as well as all the accessories needed like adhesives, scissors, rulers, palettes and more.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, and product line.

Art is our one and only business. What's unique about Blick is our breadth and depth of selection. You might find a supplier that has a good range of K-5 art supplies, or another supplier that has everything a professional artist needs to paint. But, nowhere else will you find the best selection of art supplies for every age and ability.

3. Describe the information required by your company to onboard a participating agency to prepare them to place orders, receive delivery, and pay invoices.

Because of our extensive clientele, most agencies are already onboarded. For those that aren't, if they are a public agency, they need only express interest in being onboarded and provide a copy of a tax-exempt certificate in order to purchase tax-free. If a private agency, our credit department does require a credit application for open account ordering. All agencies must remain in good credit standing. For those agencies with delinquent accounts, subsequent orders may be held until past due balances are settled. For agencies with habitual delinquent status, credit terms may be rescinded.

4. Describe the sales process that your company will take with participating agencies.

Most art supply orders are originated by the art teacher and based upon specific, current classroom needs. As such, we have found outside sales to be unsuccessful. We mail a Blick catalog annually to all art educators and follow up with two sale flyers annually. In addition, for every art teacher on our email list, we send regular email updates to remind them of our services. And, we provide professional support through free lesson plans, art education conferences, and more.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe backorders, selection, availability, delivery, etc.

Explain your delivery policy and lead time required from receipt of order to delivery.

If provided with a list of CPC contracted agencies, each agency's account will be marked with the contract terms. When placing orders via PO, the contract would be automatically applied to the order. If that customer places an order online at dickblick.com, they will need to proceed through the School and Business checkout method so that their discount code will be applied.

Most orders are shipped within 2 business days of receipt, with slightly longer lead times during back to school. Delivery can be expected in 7-10 days. We carefully forecast and plan for inventory demand to minimize backorders. In fact, we never cancel a backorder unless specifically instructed to do so. Backorders are shipped as they are received into our warehouse at no additional cost to the customer.

6. Shipping. Describe your shipping terms and conditions.

Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

For most orders \$49 or greater, shipping is free. Orders under \$49 will be assessed a flat rate of \$9.95. Items that are oversized, heavy weight, or drop-shipped do not qualify for free shipping. A handling charge equal to the cost of shipment will be applied to those items.

7. Describe your warranty program regarding products and equipment, including any conditions and requirements to qualify claims procedures and overall structure.

Blick's guarantee policy dates back to 1911, and we have no reason to change it. If you are not completely satisfied with the quality of the merchandise you receive, you are entitled to a full replacement or refund of the merchandise value up to one year from time of purchase. For faster processing, we recommend items be returned within 30 days of receipt and in their original packaging and resalable condition. Return freight that is sent back to Blick is the responsibility of the customer unless: a) [Blick Customer Service](#) is notified within 30 days of receipt, AND b) the item received arrived damaged, OR c) the item received was not what was ordered.

8. Describe your company's warranty coverage (i.e. product only, parts, labor).

Describe any potential charges or limitations associated with warranty related issues and claims.

Manufacturer's warranty will be used for all products. These vary by manufacturer.

9. Describe your company’s allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Payment on account is accepted via check or ACH. If paying an open account balance with credit card, a 3% fee will be added. However, if a p-card or credit card is presented at the time of order to be billed upon shipment, then no additional fee will apply.

10. Describe any “added value” attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any “value-adds” that are exclusive to CPC and the potential resulting contract. Example: professional development, training, white glove installation services, etc.

CPC will benefit from the same great service as all other agencies. Blick does offer free lesson plans, professional development day product support for art teacher inservice. We also employ a staff of product information specialists to answer technical product questions.

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

With proper advance coding in place, we don’t expect to have a need for such a process.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

All stipulations have been enumerated in the Q&A above

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

General Terms & Conditions – Default Contract: The resulting contract shall be the default contract. All participating agencies’ purchases receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

- Because we don’t have access to the list of participating agencies, there may be a need for an agency with overlapping contract references to provide an additional declaration to us.
- Because of the current overlapping AEPA contract with CPC, we will need to discuss the logistics of this arrangement in order to be in compliance with current AEPA terms and with CPC terms.

General Terms & Conditions - Express Online Marketplace

- Because Blick is already on the Express Online Marketplace for CPC, we will need to discuss the logistics of this arrangement if separate reporting will be needed for CPC and AEPA.

General Terms & Conditions - Admin Fees

- Admin fees will be paid on either the CPC Contract, or the AEPA Contract but not duplicated on each.

References

Provide three (3) references that have purchased fine arts materials, supplies, and equipment from your company within the last two (2) years. References from the CPC’s tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name
Service/Product Purchased
Year of Purchase

Harford County Public Schools
Art Supplies
2022

Reference Contact	Denise Semenkow, Purchasing Agent
Phone	410-809-6040
Email	Denise.Semenkow@hcps.org

Reference #2 – Company Name	Gwinnett County School District
Service/Product Purchased	Art Supplies
Year of Purchase	2022
Reference Contact	Ann Marie Serafin, Buyer
Phone	678-301-6337
Email	Ann.Marie.Serafin@gcpsk12.org

Reference #3 – Company Name	Baltimore City Public Schools
Service/Purchase Purchased	Art Supplies
Year of Purchase	2022
Reference Contact	Suzanne Addington, Buyer
Phone	410-396-8842
Email	S.Addington@bcps.k12.md.us

Vendor Forms & Signatures

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “***Vendor Forms & Signatures – Name of Company***”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Vendor Forms & Signatures – Name of Company”:

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance “EDGAR” Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

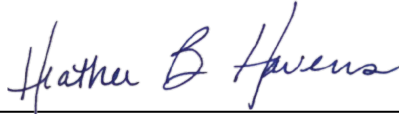
- | | |
|----------------|----------------|
| Addendum No. 1 | Addendum No. 5 |
| Addendum No. 2 | Addendum No. 6 |
| Addendum No. 3 | Addendum No. 7 |
| Addendum No. 4 | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.



Authorized Signature

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name _____	Date _____
Address _____	City, State, Zip _____
Contact Person _____	Title _____
Authorized Signature <i>Heather B. Havens</i> _____	Title _____
Email _____	Phone _____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		JH
2. Termination for Cause of Convenience		JH
3. Equal Employment Opportunity		JH
4. Davis-Bacon Act		JH
5. Contract Work Hours and Safety Standards Act		JH
6. Right to Inventions Made Under a Contract or Agreement		JH
7. Clean Air Act and Federal Water Pollution Control Act		JH
8. Debarment and Suspension		JH
9. Byrd Anti-Lobbying Amendment		JH
10. Procurement of Recovered Materials		JH
11. Profit as a Separate Element of Price		JH
12. General Compliance with Participating Agencies		JH

Name of Business

Heather B Havens

Signature of Authorized Representative

Printed Name/Title

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none">• Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE).	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.



Authorized Signature

Printed Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	CONTACT NAME: CSU Chicago	
	PHONE (A/C. No. Ext): 312-922-5000	FAX (A/C. No):
E-MAIL ADDRESS: CSUChicago@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Trumbull Insurance Company		27120
INSURER B : Hartford Fire Insurance Company		19682
INSURER C : Travelers Property Casualty Company of America		25674
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1912463518 **REVISION NUMBER:**

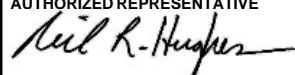
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			83UENAC5262	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83UENVV7802	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8S009982-21-NF	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WNS40200	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER **CANCELLATION**

Cooperative Purchasing Services AEPA Contract 1001 E Mount Faith Ave Fergus Falls, MN 56537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Vendor Questionnaire

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)

Company Information

Name of Company: Lakeshore Learning Materials, LLC

Company Address: 2695 E. Dominguez Street

City, State, Zip code: Carson, CA 90895

Website: www.LakeshoreLearning.com

Phone: (800) 421-5354

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865
Contract Manager	Mike Duong	mduong@lakeshorelearning.com	(800) 421-5354 X 2392
Sales Manager	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865
Marketing Manager	Steve Ziemniak	sziemniak@lakeshorelearning.com	(800) 421-5354 X 2395
Customer Service Manager	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865
Account Manager(s)	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Bid Reporting	bidreports@lakeshorelearning.com	(800) 421-5354

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Bid Reporting	bidreports@lakeshorelearning.com	(800) 421-5354

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Bid Reporting	bidreports@lakeshorelearning.com	(800) 421-5354

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
X	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

BuyBoard, Keystone Purchasing Network, OMNIA, TIPS/TAPS, and GSA.

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Like many great enterprises, Lakeshore started with one person taking a chance. An Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store back in 1954. The move was a bit unconventional for a woman in 1950s America, but then again, 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 President of Merchandising, respectively.

2. Provide evidence of what your company is doing to remain viable in the industry.

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

3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to CPC participating agencies.

Product Availability and Delivery Capability

As a company, Lakeshore works very hard to keep all of our items stocked in our warehouse and available for immediate delivery. From the day we receive your order, you will receive your materials in 7-21 working days.

With more than 1.9 million square feet of warehouse space, we're able to keep items in stock and ready to ship. We have two state-of-the-art distribution centers located in Carson, California, and Midway, Kentucky, enabling us to serve the United States coast-to-coast.

Lakeshore provides custom labeling, so every item is delivered to the right classroom, library, media center or other learning space. We provide personalized service from order to delivery.

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 manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or Dealer Authorizations. In addition, our products are always in stock and are backed by our ironclad warranty: If you are unhappy with any item for any reason, return it to us for a full refund of exchange.

Order Procedure

When Lakeshore receives a purchase order from CPC members, your dedicated Lakeshore Sales Support Specialist, Regina Hadnot, will contact the CPC member 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 CPC members provides confirmation to release orders and schedule deliveries.

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.

4. Describe your customer retention (i.e. customers who are served that continue to be repeat customers) as it pertains to your proposed fine arts materials, supplies, and equipment).

Here at Lakeshore, we pride ourselves in our 100% customer retention, We assign a dedicated project manager to each customer, who is supported by internal Lakeshore staff. With Lakeshore, you will be working with a single point of contact from start to finish, making your purchasing process as smooth and seamless as possible. 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.

5. Describe the number of agencies your organization, on average, provides fine arts materials, supplies, and equipment to each year. Provide a breakdown of sales by state (Minnesota, North Dakota, South Dakota).

Lakeshore has over 1,200 purchasing customers in the Minnesota tri-state area.

6. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

N/A

Marketing & Partnership

1. If awarded, describe how your company will position the resulting contract to CPC 's participating agencies. Describe how your company will support CPC and its participating agencies regarding program growth.

When meeting with participating CPC agencies and when attending conferences, Lakeshore's regional managers can offer the CPC contract to customers and explain the benefits of being a part of this cooperative contract. Additionally, when we receive a bid request from agencies within eligible CPC regions, we can offer the CPC contract to those agencies.

Our marketing staff will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties.

2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A - Marketing Plan.

All of Lakeshore's national and regional managers will actively spread the word about the new CPC contract when visiting all eligible customers. Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly basis, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on CPC's preferred method).

Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the Cooperative Purchasing Connection (CPC) Marketing Plan. Our Director of Marketing, Steve Ziemniak, is committed to marketing this contract to ensure that CPC members' needs are met. Our in-house Marketing team will handle CPC's needs, every step of the way. Since, as an organization, we work so closely with our internal Marketing team, we are able to provide customized solutions to suit the individualized needs of our customers.

Our marketing staff has extensive experience implementing strategies throughout the country and will be well versed in the intricacies of the contract with CPC. They will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties. Our in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc. Additionally, conferences can be attended by one of our local regional managers. Lakeshore's marketing campaign will reinforce the benefits of working with CPC.

Sales will be monitored from the participating agencies provided they reference the CPC contract number on their purchase orders. All reported sales and administrative fees will be provided on a quarterly basis. Simply provide a CPC member list and we will include those members on our reports.

Upon award, we can create a custom eProcurement website linked to the CPC website.

3. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Upon award of this contract, we will notify all appropriate departments and regional managers about the new contract. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties.

Lakeshore has a successful history of collateral and sales campaigns. We have an in-house Marketing team that handles our customer needs, every step of the way. Since, as an organization, we work so closely with our internal Marketing team, we are able to provide customized solutions to suit the individualized needs of our customers. This may take the form of fliers, email collateral, physical mailings, or another format that works best for the specific customer.

We plan to utilize our Marketing team to craft custom marketing tools for CPC, along with participating in any co-branded efforts that may arise during the life of the agreement. Lakeshore will work closely with CPC staff, to ensure our Marketing team is actively involved in the on-going management of this agreement/award.

Financials & Level of Support

1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fine arts sales on an annual basis.

K-12 (public & private), Educational Service Agencies = 84%; City/County/Government = 15%; Higher Education Institution = 1%

2. Indicate the level of support your company will offer on this contract category.

- Pricing is better than what is offered to individual educational agencies.
 Pricing is better than what is offered to cooperative educational agencies.
 Other, please describe:

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:
Pricing is the same or better as offered to cooperative purchasing organizations or state purchasing departments.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

Yes No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

N/A

4. Has your company been disbarred and or suspended in doing business within the United States?

Yes No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

N/A

Industry-Specific Information

1. Provide a general narrative description of the products and services offered in your proposal.

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

Offer

Lakeshore is pleased to present the following offer to Cooperative Purchasing Connection:

- 5% discount on all non-sale items from Lakeshore’s catalogs, website (www.LakeshoreLearning.com), and retail stores.
- FREE shipping on all orders in the contiguous U.S.

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 #23.5” on all purchase orders to receive these terms.

Professional Development

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

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

- Determine your learning goals
- Assist with your organization’s decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation
- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

Classroom & School Design Planning

Lakeshore has 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.

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.

Returns or 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.

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)

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**

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

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, and product line.

Lakeshore’s commitment to service is unparalleled from start to finish. Not only can we comply with all terms and conditions of the RFP, we can also provide a seamless experience from designing classrooms through delivery and beyond. Lakeshore’s classroom design team draws from our complete line of furniture to create classrooms that support the most up-to-date education practices while supporting the needs of children and teachers.

Whether it be our 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 conferences and 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.

Our products and furniture lines are designed by expert educators in partnership with engineers to ensure function and durability are blended—creating items that perfectly meet the needs of educators and students. We also create every piece to be top of the line. We believe that every child deserves the best—which is why all of our products are designed to *be* the best. All our products are designed to be the highest quality from the outset. In addition, we offer exceptional details, including metal-to-metal construction, removable casters with no-scratch bottoms for our furniture lines, and more.

Our commitment is evidenced by the fact that we thoroughly inspect each shipment we receive and never drop-ship. Upon ordering, Lakeshore is able to ship complete classrooms quickly and efficiently—with custom cartoning and labeling so every item gets to the right location. At delivery, we offer a complete white-glove experience and a degree of flexibility that demonstrates the value of a true partnership. Because we keep our warehouses well stocked, we ship efficiently, quickly and completely. If for any reason the customer experiences unforeseen delays in construction or other issues, we can store complete orders at our distribution facilities at no additional cost. We are certain that we can offer unmatched service in our partnership with CPC.

At Lakeshore, we have extensive classroom experience. Our product developers are true educators who understand the functional requirements of our products. They ensure that our products and furniture lines are the best by conferring regularly with thought leaders and other experts in education research and design. Each Lakeshore product is designed with the specific needs of students in mind, is developmentally appropriate and includes intentional elements that enhance the learning experience.

Flex-Space Furniture

Lakeshore designed Flex-Space to allow teachers to arrange flexible spaces that fluidly change throughout the day—supporting a wide variety of independent and cooperative learning activities, while also giving students choices about how they learn best. Innovative, comfortable and versatile, Flex-Space promotes inspiration and equips students for success in the 21st-century world. What better springboard for helping children create, collaborate, communicate and think critically!

From balance ball seats and cozy couches to mobile desks and tables that glide wherever students need them, Flex-Space provides the flexibility that 21st-century classrooms demand. Created for kindergarten through eighth grade, Flex-Space gets students actively involved in their own education, discovering which learning

methods work best for them, and ultimately developing the higher-level thinking needed for college and career success.

Lakeshore's expert development team created Flex-Space to meet the highest standards of quality, durability and lasting value—all hallmarks of the company's long-standing reputation. Highlights of Flex-Space furniture include:

- **Mobility:** Built-in locking casters (which can also be easily removed) quickly transport furniture as activities change throughout the day. This makes it easy to create custom spaces for independent work, group projects, whole-class presentations and more.
- **Collaborative Spaces:** Desks and tables configure multiple ways to support student interaction, while cozy carpets and chairs provide comfortable settings for small-group meetings.
- **Flexible Seating:** A variety of seating options lets students choose those that help them focus and perform at their best—whether they prefer wobble chairs, beanbag seats or one of many other options.

Outdoor Furniture

We also offer a full line of rugged outdoor classroom furniture that is specifically designed to withstand exposure to the elements. Outdoor furniture includes tables, storage units, privacy nooks and even comfy furniture. The entire line was designed to be functional and easy to use. For example, cushions feature fade-resistant and water-resistant covers and attach to the seats with a simple hook-and-loop fastener. The entire line is crafted from all-weather, easy-clean materials that include hidden metal construction that is built to last. We have even created all-weather covers that slip right over the storage units to help protect materials.

Heavy-Duty, Classic Birch, Kids Colors™ Furniture and More

Our Heavy-Duty, Classic Birch and Kids Colors furniture lines were designed with the specific needs of preschoolers in mind. Each piece is sized specifically for little ones while simultaneously keeping the needs of educators in mind. In addition to chairs and tables, each line includes storage units that have been specifically designed to store and organize materials required in high-quality early childhood classrooms. Lakeshore also offers top-quality carpets, soft seating and sturdy cots in addition to special furniture pieces needed in a preschool classroom. For example, our dramatic play furniture is designed with play in mind and has undergone extensive testing to meet real-world expectations. Likewise, our sensory tables are crafted for durability—plus, they are easy to clean and perfectly sized for little ones. We are confident that we have everything you need to completely furnish any early childhood classroom.

First Steps® and Connective Furniture

First Steps was created specifically for infants and toddlers. This beautiful birch line includes a non-toxic, wipe-clean finish for easy cleaning and care. It is also GREENGUARD Certified to help improve the quality of indoor air and earn LEED points. The design of the furniture includes a dense, rounded cruising rail, which is perfect to help little ones stand and eventually take their first steps. The pieces are also scientifically weighted to prevent tipping as little ones grasp for balance and learn to stand and walk. Shelf heights are accessible for little ones, and the overall low heights help caregivers keep toddlers in view. The variety of furniture pieces also helps support different classroom needs—from open materials storage to a locking cabinet. We also offer connective furniture, which is easily configured and includes storage units, panels and gates to accommodate any space. Connective furniture is ideal for creating nurturing spaces while supporting the practical classroom needs of caregivers and children.

Classroom Design

Our classroom design team is comprised of expert educators with years of real-life classroom experience. When it comes to classroom layout, they understand best practices and incorporate the most current research on learning and teaching while designing each classroom. Having designed thousands of classroom layouts, the team is able to identify and solve a variety of potential problems *before* they become problems. The team has designed a wide range of learning spaces, including traditional classrooms, flexible classrooms, outdoor classrooms, media centers, libraries and more. They also review and implement any requirements related to licensing, state or federal regulations, curriculum or accreditation standards, and more. We also offer complimentary 3-D classroom layouts for all Complete Classrooms® orders, which include “scaled” renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality.

After approval of classroom renderings, ordering and delivery is easy! Plus, everything ships together in a single order. You never need to worry about a partial classroom delivery or materials being left on the playground. Our installation teams ensure that every delivery runs smoothly and efficiently—and we don't leave until you are happy. Finally, we won't bill or invoice until every item is delivered—and you can expect your materials as soon as 7-10 business days from our California distribution center and 2-4 business days from our Kentucky distribution center.

Installation Team

Lakeshore is proud to offer in-house installation and service. The number of staff Lakeshore assigns to an installation project depends on the size of the order and the number of days required to complete installation. Lakeshore is proud to have knowledgeable people around the United States that comprise our sales force. As the needs of the industry are ever changing, our consultants continue to learn and evolve to meet and exceed those needs. You can be confident that your local Lakeshore representative Luis Quinones, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings

On the date of installation, our team will meet the truck, offload materials, and place all materials in designated area(s) or classroom(s). A supervisor will supervise the delivery to ensure that all items are assembled, complete set-up in each room and remove all debris such as cardboard and packings.

Installation Procedure

On delivery day, we take care of everything! Our delivery teams are trained to provide unbeatable service from the moment they arrive. We'll take care of every detail from start to finish. Lakeshore's Installation Supervisor will supervise the delivery to ensure that all items are assembled, complete setup in each room, and remove all debris such as cardboard and packaging. Upon completion of each installation, our supervisor will also verify that classrooms are left in ready to move in condition! Should any rooms require further cleaning, such as vacuuming, dusting or mopping, additional cleaning services will be arranged.

Dealer/Manufacturer Authorization

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**

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 68 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.

When you work with Lakeshore, you get more than a vendor. You get a partner to help realize the educational goals of CPC.

3. Describe the information required by your company to onboard a participating agency to prepare them to place orders, receive delivery, and pay invoices.

When a participating agency is ready to place an order, they simply need to provide their contact information (company name, contact name, address, delivery address, phone number, and email) with their order, along with any special delivery instructions. They must reference "Per Bid #23.5" on their order to receive the terms of the contract. The participating agency can contact their Sales Support Specialist to place their order, or they can send Lakeshore a Purchase Order via email or fax, place the order over the phone, or place the order directly on our website. Once the order has shipped, we will send the participating agency an invoice. Lakeshore's payment term is net 30.

4. Describe the sales process that your company will take with participating agencies.

Lakeshore is proud to have over 80 knowledgeable people around the United States that comprise our sales force. As the needs of the industry are ever changing, our staff continue to learn and evolve to meet and exceed those needs. You can be confident that your local dedicated Lakeshore representatives are experienced, practiced professional who understands the needs of teachers and classrooms in all settings.

When meeting with participating CPC agencies and when attending conferences, Lakeshore's regional managers can offer the CPC contract to customers and explain the benefits of being a part of this cooperative contract. Additionally, when we receive a bid request from agencies within eligible CPC regions, we can offer the CPC contract to those agencies.

When Lakeshore receives a purchase order from CPC participating agency, your dedicated Lakeshore Sales Support Specialist, Regina Hadnot, will contact the CPC participating agency 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 the CPC participating agency provides confirmation to release orders and schedule deliveries.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe backorders, selection, availability, delivery, etc.

Explain your delivery policy and lead time required from receipt of order to delivery.

Order Procedure

When Lakeshore receives a purchase order from CPC members, your dedicated Lakeshore Sales Support Specialist, Regina Hadnot, will contact the CPC member 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 CPC members provides confirmation to release orders and schedule deliveries.

Once delivery details are confirmed, Regina will process your purchase orders and work with our Traffic Department to arrange delivery dates according to your schedule.

Delivery will be 7-21 business days after receipt of your order.

If by some chance there is a back order, your Inside Partner, Regina Hadnot, will reach out to the CPC member to notify them of the backordered item and will work with them in order to either replace the item with a suitable alternate or provide a delivery window for the requested item. Back order time frame varies by item.

Orders can be placed online at www.LakeshoreLearning.com, over the phone by calling (800) 778-4456, by fax (800) 537-5403 or by emailing PO's to orderdept@lakeshorelearning.com. If ordering online, participating members must reference "Per RFP #23.5" in the comment section at checkout.

eProcurement

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

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.

Restrictions

We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow down item selection to target your schools' needs, such as removing certain types of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.

Purchase Options

Staff can purchase online by using a purchase order, or credit card. For further customization, please contact our customer service team at (855) 827-5830.

Our E-Procurement team is available to discuss eProcurement options or EDI integration with CPC's systems by phone at (855) 827-5830 or via email at myepro@lakeshorelearning.com.

6. Shipping. Describe your shipping terms and conditions.

Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

Lakeshore is offering Cooperative Purchasing Connection free shipping in the contiguous United States, no minimum requirement.

7. Describe your warranty program regarding products and equipment, including any conditions and requirements to qualify claims procedures and overall structure.

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)

Making a Warranty Claim

To make a warranty claim for repair or replacement, contact Lakeshore Customer Service at (800) 428-4414 (6 a.m.-6 p.m., Mon.-Fri., PST) or lakeshore@lakeshorelearning.com. (If sending an email, include "Warranty Claim" along with your PO number in the subject line.) Lakeshore will begin evaluation of any claim within 24 hours of receipt. Lakeshore will begin addressing approved claims within 48 hours of determination. Warranty claims can be made at any point during the period of the warranty.

Repair and Replacement

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 its original owner (i.e. CPC).

8. Describe your company's warranty coverage (i.e. product only, parts, labor).

Describe any potential charges or limitations associated with warranty related issues and claims.

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)

Warranty Exclusions

This warranty excludes:

- Defects caused by factors outside of normal use, such as acts of nature, modification, or unreasonable or abusive use.
- Products not assembled, installed or used in compliance with product instructions.
- Failures resulting from inadequate maintenance.
- Cosmetic damage caused by regular wear & tear (such as the gradual fading of fabrics over time).
- Rust caused by natural elements or high exposure to moisture.
- Damage cause to products rented or loaned to third parties.
- Unless otherwise specified, Lakeshore furniture is for indoor use only.
- Labor for replacement of casters, door handles or hinges.

9. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

For your convenience, Lakeshore accept a wide variety of payment options to make ordering a breeze, including **check, money order/cashier's check, ACH and EDI**

Lakeshore's payment terms are generally Net 30, however Lakeshore is always willing to work with customers if different terms are needed.

10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract. Example: professional development, training, white glove installation services, etc.

- Unconditional lifetime warranty on all Premium Quality Furniture, tables, desks, chairs, and cots!
- Complimentary White-Glove Delivery & Installation service on orders \$20,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:
 - Unpacking and assembly
 - Supervised classroom setup
 - Debris removal
 - Custom labeling and boxing of orders by designated information, such as by classroom or Teacher.
- Professional Development on volume materials purchases available. This will give the teachers ideas on how to implement materials purchased to achieve the desired academic goals of the program. These can be donated In-Kind.
- Designated Lakeshore contacts available at all times.

- We stock all items at our warehouse, so there is never any drop-shipping from the manufacturer.
- You will receive your materials in 7–21 business days from the day we receive your order.
- We offer thousands of exclusive products, many of them created by our on-site product developers.
- Products are all classroom-tested/designed specifically to meet the needs of teachers and children.
- To expedite the setup of new equipment, we will pack/label your order according to the room or learning activity.
- Lakeshore maintains the same strict standards that first made us great! Every product we make is distinguished by its quality, safety, educational merit and play value. And naturally, every Lakeshore product is 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!
- Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations. For this proposal, we are happy to offer our complete furniture lines for RFP #23.5. Please visit our website, www.LakeshoreLearning.com, or review the enclosed catalogs and price list to view all of our available products.

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Sales will be monitored from the participating agencies provided they reference “Per Bid #23.5” on their purchase orders. All reported sales will be provided in the form of a Usage Report.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

- Must reference “Per Bid# 23.5” on all purchase orders to receive the terms given to CPC
- Discounts are not applicable to sale items.
- Lakeshore agrees to hold the discount offered in this submission throughout the lifetime of the contract. Catalogs and prices are subject to change with the release of new catalogs in January and February of each year and in the event of significant factors outside our control, such as government-imposed import tariffs.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

N/A

References

Provide three (3) references that have purchased fine arts materials, supplies, and equipment from your company within the last two (2) years. References from the CPC’s tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name	PICA Headstart
Service/Product Purchased	Classroom and educational supplies and furniture
Year of Purchase	Ongoing purchasing since 2005
Reference Contact	Eva McDew, EHS Coordinator
Phone	(612) 377-7422
Email	emcdew@picaheadstart.ort

Reference #2 – Company Name	New Horizon Kids Quest
Service/Product Purchased	Classroom and educational supplies and furniture
Year of Purchase	Ongoing purchasing since 1997
Reference Contact	Jessie Watson, Regional Vice President
Phone	(763) 557-1111
Email	jwatson@nhacademy.net

Reference #3 – Company Name	Milwaukee Public Schools
Service/Purchase Purchased	Classroom and educational supplies and furniture
Year of Purchase	Ongoing purchasing since 2007
Reference Contact	Krissy Washington, Program Coordinator
Phone	(414) 475-8094
Email	washinkn@milwaukee.k12.wi.us

Vendor Questionnaire

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)

Company Information

Name of Company: Lakeshore Learning Materials, LLC

Company Address: 2695 E. Dominguez Street

City, State, Zip code: Carson, CA 90895

Website: www.LakeshoreLearning.com

Phone: (800) 421-5354

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865
Contract Manager	Mike Duong	mduong@lakeshorelearning.com	(800) 421-5354 X 2392
Sales Manager	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865
Marketing Manager	Steve Ziemniak	sziemniak@lakeshorelearning.com	(800) 421-5354 X 2395
Customer Service Manager	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865
Account Manager(s)	Monique Forshay	mforshay@lakeshorelearning.com	(800) 421-5354 X 2865

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Bid Reporting	bidreports@lakeshorelearning.com	(800) 421-5354

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Bid Reporting	bidreports@lakeshorelearning.com	(800) 421-5354

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Bid Reporting	bidreports@lakeshorelearning.com	(800) 421-5354

Identify any business types/classifications that your company holds. ***Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
X	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

BuyBoard, Keystone Purchasing Network, OMNIA, TIPS/TAPS, and GSA.

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Like many great enterprises, Lakeshore started with one person taking a chance. An Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store back in 1954. The move was a bit unconventional for a woman in 1950s America, but then again, 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 President of Merchandising, respectively.

2. Provide evidence of what your company is doing to remain viable in the industry.

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

3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to CPC participating agencies.

Product Availability and Delivery Capability

As a company, Lakeshore works very hard to keep all of our items stocked in our warehouse and available for immediate delivery. From the day we receive your order, you will receive your materials in 7-21 working days.

With more than 1.9 million square feet of warehouse space, we're able to keep items in stock and ready to ship. We have two state-of-the-art distribution centers located in Carson, California, and Midway, Kentucky, enabling us to serve the United States coast-to-coast.

Lakeshore provides custom labeling, so every item is delivered to the right classroom, library, media center or other learning space. We provide personalized service from order to delivery.

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 manufacture the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or Dealer Authorizations. In addition, our products are always in stock and are backed by our ironclad warranty: If you are unhappy with any item for any reason, return it to us for a full refund of exchange.

Order Procedure

When Lakeshore receives a purchase order from CPC members, your dedicated Lakeshore Sales Support Specialist, Regina Hadnot, will contact the CPC member 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 CPC members provides confirmation to release orders and schedule deliveries.

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.

4. Describe your customer retention (i.e. customers who are served that continue to be repeat customers) as it pertains to your proposed fine arts materials, supplies, and equipment).

Here at Lakeshore, we pride ourselves in our 100% customer retention, We assign a dedicated project manager to each customer, who is supported by internal Lakeshore staff. With Lakeshore, you will be working with a single point of contact from start to finish, making your purchasing process as smooth and seamless as possible. 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.

5. Describe the number of agencies your organization, on average, provides fine arts materials, supplies, and equipment to each year. Provide a breakdown of sales by state (Minnesota, North Dakota, South Dakota).

Lakeshore has over 1,200 purchasing customers in the Minnesota tri-state area.

6. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

N/A

Marketing & Partnership

1. If awarded, describe how your company will position the resulting contract to CPC 's participating agencies. Describe how your company will support CPC and its participating agencies regarding program growth.

When meeting with participating CPC agencies and when attending conferences, Lakeshore's regional managers can offer the CPC contract to customers and explain the benefits of being a part of this cooperative contract. Additionally, when we receive a bid request from agencies within eligible CPC regions, we can offer the CPC contract to those agencies.

Our marketing staff will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties.

2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A - Marketing Plan.

All of Lakeshore's national and regional managers will actively spread the word about the new CPC contract when visiting all eligible customers. Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly basis, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on CPC's preferred method).

Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the Cooperative Purchasing Connection (CPC) Marketing Plan. Our Director of Marketing, Steve Ziemniak, is committed to marketing this contract to ensure that CPC members' needs are met. Our in-house Marketing team will handle CPC's needs, every step of the way. Since, as an organization, we work so closely with our internal Marketing team, we are able to provide customized solutions to suit the individualized needs of our customers.

Our marketing staff has extensive experience implementing strategies throughout the country and will be well versed in the intricacies of the contract with CPC. They will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties. Our in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc. Additionally, conferences can be attended by one of our local regional managers. Lakeshore's marketing campaign will reinforce the benefits of working with CPC.

Sales will be monitored from the participating agencies provided they reference the CPC contract number on their purchase orders. All reported sales and administrative fees will be provided on a quarterly basis. Simply provide a CPC member list and we will include those members on our reports.

Upon award, we can create a custom eProcurement website linked to the CPC website.

3. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Upon award of this contract, we will notify all appropriate departments and regional managers about the new contract. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties.

Lakeshore has a successful history of collateral and sales campaigns. We have an in-house Marketing team that handles our customer needs, every step of the way. Since, as an organization, we work so closely with our internal Marketing team, we are able to provide customized solutions to suit the individualized needs of our customers. This may take the form of fliers, email collateral, physical mailings, or another format that works best for the specific customer.

We plan to utilize our Marketing team to craft custom marketing tools for CPC, along with participating in any co-branded efforts that may arise during the life of the agreement. Lakeshore will work closely with CPC staff, to ensure our Marketing team is actively involved in the on-going management of this agreement/award.

Financials & Level of Support

1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fine arts sales on an annual basis.

K-12 (public & private), Educational Service Agencies = 84%; City/County/Government = 15%; Higher Education Institution = 1%

2. Indicate the level of support your company will offer on this contract category.

Pricing is better than what is offered to individual educational agencies.
 Pricing is better than what is offered to cooperative educational agencies.
 Other, please describe:

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:
Pricing is the same or better as offered to cooperative purchasing organizations or state purchasing departments.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

Yes No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

N/A

4. Has your company been disbarred and or suspended in doing business within the United States?

Yes No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

N/A

Industry-Specific Information

1. Provide a general narrative description of the products and services offered in your proposal.

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

Offer

Lakeshore is pleased to present the following offer to Cooperative Purchasing Connection:

- 5% discount on all non-sale items from Lakeshore’s catalogs, website (www.LakeshoreLearning.com), and retail stores.
- FREE shipping on all orders in the contiguous U.S.

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 #23.5” on all purchase orders to receive these terms.

Professional Development

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

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

- Determine your learning goals
- Assist with your organization’s decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation
- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

Classroom & School Design Planning

Lakeshore has 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.

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.

Returns or 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.

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)

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**

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

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, and product line.

Lakeshore’s commitment to service is unparalleled from start to finish. Not only can we comply with all terms and conditions of the RFP, we can also provide a seamless experience from designing classrooms through delivery and beyond. Lakeshore’s classroom design team draws from our complete line of furniture to create classrooms that support the most up-to-date education practices while supporting the needs of children and teachers.

Whether it be our 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 conferences and 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.

Our products and furniture lines are designed by expert educators in partnership with engineers to ensure function and durability are blended—creating items that perfectly meet the needs of educators and students. We also create every piece to be top of the line. We believe that every child deserves the best—which is why all of our products are designed to *be* the best. All our products are designed to be the highest quality from the outset. In addition, we offer exceptional details, including metal-to-metal construction, removable casters with no-scratch bottoms for our furniture lines, and more.

Our commitment is evidenced by the fact that we thoroughly inspect each shipment we receive and never drop-ship. Upon ordering, Lakeshore is able to ship complete classrooms quickly and efficiently—with custom cartoning and labeling so every item gets to the right location. At delivery, we offer a complete white-glove experience and a degree of flexibility that demonstrates the value of a true partnership. Because we keep our warehouses well stocked, we ship efficiently, quickly and completely. If for any reason the customer experiences unforeseen delays in construction or other issues, we can store complete orders at our distribution facilities at no additional cost. We are certain that we can offer unmatched service in our partnership with CPC.

At Lakeshore, we have extensive classroom experience. Our product developers are true educators who understand the functional requirements of our products. They ensure that our products and furniture lines are the best by conferring regularly with thought leaders and other experts in education research and design. Each Lakeshore product is designed with the specific needs of students in mind, is developmentally appropriate and includes intentional elements that enhance the learning experience.

Flex-Space Furniture

Lakeshore designed Flex-Space to allow teachers to arrange flexible spaces that fluidly change throughout the day—supporting a wide variety of independent and cooperative learning activities, while also giving students choices about how they learn best. Innovative, comfortable and versatile, Flex-Space promotes inspiration and equips students for success in the 21st-century world. What better springboard for helping children create, collaborate, communicate and think critically!

From balance ball seats and cozy couches to mobile desks and tables that glide wherever students need them, Flex-Space provides the flexibility that 21st-century classrooms demand. Created for kindergarten through eighth grade, Flex-Space gets students actively involved in their own education, discovering which learning

methods work best for them, and ultimately developing the higher-level thinking needed for college and career success.

Lakeshore's expert development team created Flex-Space to meet the highest standards of quality, durability and lasting value—all hallmarks of the company's long-standing reputation. Highlights of Flex-Space furniture include:

- **Mobility:** Built-in locking casters (which can also be easily removed) quickly transport furniture as activities change throughout the day. This makes it easy to create custom spaces for independent work, group projects, whole-class presentations and more.
- **Collaborative Spaces:** Desks and tables configure multiple ways to support student interaction, while cozy carpets and chairs provide comfortable settings for small-group meetings.
- **Flexible Seating:** A variety of seating options lets students choose those that help them focus and perform at their best—whether they prefer wobble chairs, beanbag seats or one of many other options.

Outdoor Furniture

We also offer a full line of rugged outdoor classroom furniture that is specifically designed to withstand exposure to the elements. Outdoor furniture includes tables, storage units, privacy nooks and even comfy furniture. The entire line was designed to be functional and easy to use. For example, cushions feature fade-resistant and water-resistant covers and attach to the seats with a simple hook-and-loop fastener. The entire line is crafted from all-weather, easy-clean materials that include hidden metal construction that is built to last. We have even created all-weather covers that slip right over the storage units to help protect materials.

Heavy-Duty, Classic Birch, Kids Colors™ Furniture and More

Our Heavy-Duty, Classic Birch and Kids Colors furniture lines were designed with the specific needs of preschoolers in mind. Each piece is sized specifically for little ones while simultaneously keeping the needs of educators in mind. In addition to chairs and tables, each line includes storage units that have been specifically designed to store and organize materials required in high-quality early childhood classrooms. Lakeshore also offers top-quality carpets, soft seating and sturdy cots in addition to special furniture pieces needed in a preschool classroom. For example, our dramatic play furniture is designed with play in mind and has undergone extensive testing to meet real-world expectations. Likewise, our sensory tables are crafted for durability—plus, they are easy to clean and perfectly sized for little ones. We are confident that we have everything you need to completely furnish any early childhood classroom.

First Steps® and Connective Furniture

First Steps was created specifically for infants and toddlers. This beautiful birch line includes a non-toxic, wipe-clean finish for easy cleaning and care. It is also GREENGUARD Certified to help improve the quality of indoor air and earn LEED points. The design of the furniture includes a dense, rounded cruising rail, which is perfect to help little ones stand and eventually take their first steps. The pieces are also scientifically weighted to prevent tipping as little ones grasp for balance and learn to stand and walk. Shelf heights are accessible for little ones, and the overall low heights help caregivers keep toddlers in view. The variety of furniture pieces also helps support different classroom needs—from open materials storage to a locking cabinet. We also offer connective furniture, which is easily configured and includes storage units, panels and gates to accommodate any space. Connective furniture is ideal for creating nurturing spaces while supporting the practical classroom needs of caregivers and children.

Classroom Design

Our classroom design team is comprised of expert educators with years of real-life classroom experience. When it comes to classroom layout, they understand best practices and incorporate the most current research on learning and teaching while designing each classroom. Having designed thousands of classroom layouts, the team is able to identify and solve a variety of potential problems *before* they become problems. The team has designed a wide range of learning spaces, including traditional classrooms, flexible classrooms, outdoor classrooms, media centers, libraries and more. They also review and implement any requirements related to licensing, state or federal regulations, curriculum or accreditation standards, and more. We also offer complimentary 3-D classroom layouts for all Complete Classrooms® orders, which include “scaled” renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality.

After approval of classroom renderings, ordering and delivery is easy! Plus, everything ships together in a single order. You never need to worry about a partial classroom delivery or materials being left on the playground. Our installation teams ensure that every delivery runs smoothly and efficiently—and we don't leave until you are happy. Finally, we won't bill or invoice until every item is delivered—and you can expect your materials as soon as 7-10 business days from our California distribution center and 2-4 business days from our Kentucky distribution center.

Installation Team

Lakeshore is proud to offer in-house installation and service. The number of staff Lakeshore assigns to an installation project depends on the size of the order and the number of days required to complete installation. Lakeshore is proud to have knowledgeable people around the United States that comprise our sales force. As the needs of the industry are ever changing, our consultants continue to learn and evolve to meet and exceed those needs. You can be confident that your local Lakeshore representative Luis Quinones, is an experienced, practiced professional who understands the needs of teachers and classrooms in all settings

On the date of installation, our team will meet the truck, offload materials, and place all materials in designated area(s) or classroom(s). A supervisor will supervise the delivery to ensure that all items are assembled, complete set-up in each room and remove all debris such as cardboard and packings.

Installation Procedure

On delivery day, we take care of everything! Our delivery teams are trained to provide unbeatable service from the moment they arrive. We'll take care of every detail from start to finish. Lakeshore's Installation Supervisor will supervise the delivery to ensure that all items are assembled, complete setup in each room, and remove all debris such as cardboard and packaging. Upon completion of each installation, our supervisor will also verify that classrooms are left in ready to move in condition! Should any rooms require further cleaning, such as vacuuming, dusting or mopping, additional cleaning services will be arranged.

Dealer/Manufacturer Authorization

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**

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 68 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.

When you work with Lakeshore, you get more than a vendor. You get a partner to help realize the educational goals of CPC.

3. Describe the information required by your company to onboard a participating agency to prepare them to place orders, receive delivery, and pay invoices.

When a participating agency is ready to place an order, they simply need to provide their contact information (company name, contact name, address, delivery address, phone number, and email) with their order, along with any special delivery instructions. They must reference "Per Bid #23.5" on their order to receive the terms of the contract. The participating agency can contact their Sales Support Specialist to place their order, or they can send Lakeshore a Purchase Order via email or fax, place the order over the phone, or place the order directly on our website. Once the order has shipped, we will send the participating agency an invoice. Lakeshore's payment term is net 30.

4. Describe the sales process that your company will take with participating agencies.

Lakeshore is proud to have over 80 knowledgeable people around the United States that comprise our sales force. As the needs of the industry are ever changing, our staff continue to learn and evolve to meet and exceed those needs. You can be confident that your local dedicated Lakeshore representatives are experienced, practiced professional who understands the needs of teachers and classrooms in all settings.

When meeting with participating CPC agencies and when attending conferences, Lakeshore's regional managers can offer the CPC contract to customers and explain the benefits of being a part of this cooperative contract. Additionally, when we receive a bid request from agencies within eligible CPC regions, we can offer the CPC contract to those agencies.

When Lakeshore receives a purchase order from CPC participating agency, your dedicated Lakeshore Sales Support Specialist, Regina Hadnot, will contact the CPC participating agency 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 the CPC participating agency provides confirmation to release orders and schedule deliveries.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe backorders, selection, availability, delivery, etc.

Explain your delivery policy and lead time required from receipt of order to delivery.

Order Procedure

When Lakeshore receives a purchase order from CPC members, your dedicated Lakeshore Sales Support Specialist, Regina Hadnot, will contact the CPC member 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 CPC members provides confirmation to release orders and schedule deliveries.

Once delivery details are confirmed, Regina will process your purchase orders and work with our Traffic Department to arrange delivery dates according to your schedule.

Delivery will be 7-21 business days after receipt of your order.

If by some chance there is a back order, your Inside Partner, Regina Hadnot, will reach out to the CPC member to notify them of the backordered item and will work with them in order to either replace the item with a suitable alternate or provide a delivery window for the requested item. Back order time frame varies by item.

Orders can be placed online at www.LakeshoreLearning.com, over the phone by calling (800) 778-4456, by fax (800) 537-5403 or by emailing PO's to orderdept@lakeshorelearning.com. If ordering online, participating members must reference "Per RFP #23.5" in the comment section at checkout.

eProcurement

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

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.

Restrictions

We can also add in levels of approval routing (up to three different approval levels) into the site, along with individual. We can also narrow down item selection to target your schools' needs, such as removing certain types of items. Individual users can also be assigned spending limits or budgets, so that they do not exceed limits when shopping.

Purchase Options

Staff can purchase online by using a purchase order, or credit card. For further customization, please contact our customer service team at (855) 827-5830.

Our E-Procurement team is available to discuss eProcurement options or EDI integration with CPC's systems by phone at (855) 827-5830 or via email at myepro@lakeshorelearning.com.

6. Shipping. Describe your shipping terms and conditions.

Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

Lakeshore is offering Cooperative Purchasing Connection free shipping in the contiguous United States, no minimum requirement.

7. Describe your warranty program regarding products and equipment, including any conditions and requirements to qualify claims procedures and overall structure.

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)

Making a Warranty Claim

To make a warranty claim for repair or replacement, contact Lakeshore Customer Service at (800) 428-4414 (6 a.m.-6 p.m., Mon.-Fri., PST) or lakeshore@lakeshorelearning.com. (If sending an email, include "Warranty Claim" along with your PO number in the subject line.) Lakeshore will begin evaluation of any claim within 24 hours of receipt. Lakeshore will begin addressing approved claims within 48 hours of determination. Warranty claims can be made at any point during the period of the warranty.

Repair and Replacement

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 its original owner (i.e. CPC).

8. Describe your company's warranty coverage (i.e. product only, parts, labor).

Describe any potential charges or limitations associated with warranty related issues and claims.

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)

Warranty Exclusions

This warranty excludes:

- Defects caused by factors outside of normal use, such as acts of nature, modification, or unreasonable or abusive use.
- Products not assembled, installed or used in compliance with product instructions.
- Failures resulting from inadequate maintenance.
- Cosmetic damage caused by regular wear & tear (such as the gradual fading of fabrics over time).
- Rust caused by natural elements or high exposure to moisture.
- Damage cause to products rented or loaned to third parties.
- Unless otherwise specified, Lakeshore furniture is for indoor use only.
- Labor for replacement of casters, door handles or hinges.

9. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

For your convenience, Lakeshore accept a wide variety of payment options to make ordering a breeze, including **check, money order/cashier's check, ACH and EDI**

Lakeshore's payment terms are generally Net 30, however Lakeshore is always willing to work with customers if different terms are needed.

10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract. Example: professional development, training, white glove installation services, etc.

- Unconditional lifetime warranty on all Premium Quality Furniture, tables, desks, chairs, and cots!
- Complimentary White-Glove Delivery & Installation service on orders \$20,000 or more that ship to a single location in the contiguous U.S. Additional charges may apply for remote locations. This service includes:
 - Unpacking and assembly
 - Supervised classroom setup
 - Debris removal
 - Custom labeling and boxing of orders by designated information, such as by classroom or Teacher.
- Professional Development on volume materials purchases available. This will give the teachers ideas on how to implement materials purchased to achieve the desired academic goals of the program. These can be donated In-Kind.
- Designated Lakeshore contacts available at all times.

- We stock all items at our warehouse, so there is never any drop-shipping from the manufacturer.
- You will receive your materials in 7–21 business days from the day we receive your order.
- We offer thousands of exclusive products, many of them created by our on-site product developers.
- Products are all classroom-tested/designed specifically to meet the needs of teachers and children.
- To expedite the setup of new equipment, we will pack/label your order according to the room or learning activity.
- Lakeshore maintains the same strict standards that first made us great! Every product we make is distinguished by its quality, safety, educational merit and play value. And naturally, every Lakeshore product is 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!
- Lakeshore develops and manufactures the vast majority of the items featured in our catalogs, retail stores and website. As a direct manufacturer, we are not restricted from sales, territories, or Dealer Authorizations. For this proposal, we are happy to offer our complete furniture lines for RFP #23.5. Please visit our website, www.LakeshoreLearning.com, or review the enclosed catalogs and price list to view all of our available products.

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Sales will be monitored from the participating agencies provided they reference “Per Bid #23.5” on their purchase orders. All reported sales will be provided in the form of a Usage Report.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

- Must reference “Per Bid# 23.5” on all purchase orders to receive the terms given to CPC
- Discounts are not applicable to sale items.
- Lakeshore agrees to hold the discount offered in this submission throughout the lifetime of the contract. Catalogs and prices are subject to change with the release of new catalogs in January and February of each year and in the event of significant factors outside our control, such as government-imposed import tariffs.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

N/A

References

Provide three (3) references that have purchased fine arts materials, supplies, and equipment from your company within the last two (2) years. References from the CPC’s tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name	PICA Headstart
Service/Product Purchased	Classroom and educational supplies and furniture
Year of Purchase	Ongoing purchasing since 2005
Reference Contact	Eva McDew, EHS Coordinator
Phone	(612) 377-7422
Email	emcdew@picaheadstart.ort

Reference #2 – Company Name	New Horizon Kids Quest
Service/Product Purchased	Classroom and educational supplies and furniture
Year of Purchase	Ongoing purchasing since 1997
Reference Contact	Jessie Watson, Regional Vice President
Phone	(763) 557-1111
Email	jwatson@nhacademy.net

Reference #3 – Company Name	Milwaukee Public Schools
Service/Purchase Purchased	Classroom and educational supplies and furniture
Year of Purchase	Ongoing purchasing since 2007
Reference Contact	Krissy Washington, Program Coordinator
Phone	(414) 475-8094
Email	washinkn@milwaukee.k12.wi.us

EXHIBIT A MARKETING PLAN

Our marketing plan will be managed at our corporate office headquarters in Carson, California. We have marketing and art departments that will be dedicated to the Cooperative Purchasing Connection (CPC) Marketing Plan. Our Director of Marketing, Steve Ziemniak, is committed to marketing this contract to ensure that CPC members' needs are met. Our in-house Marketing team will handle CPC's needs, every step of the way. Since, as an organization, we work so closely with our internal Marketing team, we are able to provide customized solutions to suit the individualized needs of our customers.

All of Lakeshore's national and regional managers will actively spread the word about the new CPC contract when visiting all eligible customers. Lakeshore's Marketing Department works with national and regional partners (including cooperatives) to develop a digital plan and creative to support their needs. Typically, assets for website or email needs are created on a monthly, every-other-month or quarterly basis, and can be provided to the co-op for distribution via its own marketing channels (website, newsletter, email, etc.) or sent directly to co-op members from Lakeshore (all dependent on CPC's preferred method).

Our marketing staff has extensive experience implementing strategies throughout the country and will be well versed in the intricacies of the contract with CPC. They will be exposed to the basic tenants of the agreement, as well as learning about the ways to increase business through this partnership. The marketing staff will be trained to use CPC as a primary source, with marketing materials being created that specifically emphasize the benefits of working with CPC and Lakeshore, to be distributed to relevant parties. Our in-house Marketing and Art departments will work together to create any marketing pieces needed, whether they are handouts, brochures, flyers, etc. Additionally, conferences can be attended by one of our local regional managers. Lakeshore's marketing campaign will reinforce the benefits of working with CPC.

#

Vendor Forms & Signatures

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “*Vendor Forms & Signatures – Name of Company*”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Vendor Forms & Signatures – Name of Company”:

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance “EDGAR” Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | |
|---|---|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.



Sung Kim, Bid Analyst

Authorized Signature

10/26/2022

Date


*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	Lakeshore Learning Materials, LLC	Date	10/26/2022
Address	2695 E. Dominguez Street	City, State, Zip	Carson, CA 90895
Contact Person	Sung Kim	Title	Bid Analyst
Authorized Signature		Title	Bid Analyst
Email	biddept@lakeshorelearning.com	Phone	(800) 421-5354

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	JK
2. Termination for Cause of Convenience	Yes	JK
3. Equal Employment Opportunity	Yes	JK
4. Davis-Bacon Act	Yes	JK
5. Contract Work Hours and Safety Standards Act	Yes	JK
6. Right to Inventions Made Under a Contract or Agreement	Yes	JK
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JK
8. Debarment and Suspension	Yes	JK
9. Byrd Anti-Lobbying Amendment	Yes	JK
10. Procurement of Recovered Materials	Yes	JK
11. Profit as a Separate Element of Price	Yes	JK
12. General Compliance with Participating Agencies	Yes	JK

Lakeshore Learning Materials, LLC

Name of Business



Signature of Authorized Representative

Sung Kim / Bid Analyst

Printed Name/Title

10/26/2022

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: Fine Arts Materials, Supplies & Equipment
Solicitation Number: 23.5
Vendor Name: Lakeshore Learning Materials, LLC

If a subcontractor will not be used, check this box:

~~Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____~~

~~Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____~~

~~Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____~~

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Pricing Schedule – Name of Company	Submit as an Excel document
X	Vendor Questionnaire – Name of Company	Submit as a PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
X	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
N/A	Additional Information – as required <ul style="list-style-type: none"> • Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.



Authorized Signature

Sung Kim / Bid Analyst

Printed Name/Title

10/26/2022

Date

3 - Support Services

*Please note this workbook has multiple sheets.

OPTIONAL FORM

Instructions. Complete the tables below if your organization offers any of the following services. This form has been formatted to print to one page width. Please note this is an **optional form**.

Installation & Design Services	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	White Glove Installation	20% of your order	Free for orders over \$10,000	N/A	N/A	N

Extended Warranty	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	N/A					

Training Services	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	Professional Development Training					
	Professional Development Workshop, Training, Environmental Walkthrough and Product Demonstration (full day, 3-6 hours)	\$4,000.00	N/A	N/A	N/A	N
	Professional Development Workshop, Training, Environmental Walkthrough and Product Demonstration (half-day, up to 3 consecutive hours)	\$3,000.00	N/A	N/A	N/A	N
	Virtual Training (90-minute webinar session)	\$1,500.00	N/A	N/A	N/A	N
	Virtual Training (60-minute webinar session)	\$1,000.00	N/A	N/A	N/A	N

Maintenance Support	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	N/A					

Other Services	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	Classroom and School Design	FREE	N/A	N/A	N/A	N

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656	CONTACT NAME: Bradley Warren	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: OCCerts@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : Sentry Casualty Company	28460
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$25K (Prem Liab) <input checked="" type="checkbox"/> SIR \$500K All Other GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		72ECSOF7567	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			72UENCG6716	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	901691001 901691002 \$500,000 Retro	07/01/2022 07/01/2022	07/01/2023 07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Hired Auto Physical Damage:

Limit - \$50,000

Comprehensive Ded - \$500

Collision Ded - \$1,000

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Cooperative Purchasing Connection 1001. E Mount Faith Ave. Fergus Falls, MN 56537-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Cooperative Purchasing Connection is included as additional insured as respects to General Liability per attached endorsement.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS - BROAD FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II Who Is An Insured.

Other words and phrases that appear in quotation marks have a special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that you or any insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies; but only to the extent that such "bodily injury" or "property damage" is in excess of the "self-insured retention" that has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".
- b. You are responsible for payment of expenses for any defense counsel selected by or on behalf of you or any insured, including "claim expenses", until the "self-insured retention" has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If we make a payment relating to the defense counsel or defense of any claim against you or any insured within the "self-insured retention", it will be on your behalf, and you must reimburse us within seven business days of the date you receive notice that such payments have been made.

"Claim expenses" and other defense expenses incurred subsequent to the exhaustion of the "self-insured retention" are payable by us, as provided in Supplementary Payments.

- c. If the claim is within the amount of the "self-insured retention", then subject to subsection d. below, you shall have the duty to defend any "suit" brought against you or any insured seeking damages because of "bodily injury" or "property damage" to which this insurance applies. Such duty shall continue until the "self-insured retention" has been exhausted solely by your payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If, however, the amount you have paid on your behalf or on behalf of any insured, for "claim expenses" or judgments and settlements for a claim exceeds the amount of the "self-insured retention", then we shall have the right and duty to defend you or such insured against such claim. Our right and duty to defend ends when we have used up the Limits of Insurance in the payment of judgments or settlements to which this Coverage Part applies.

- d. If the amount you have paid, on your behalf or on behalf of any insured, for "claim expenses" and judgments or settlements for a claim does not exceed the amount of the "self-insured retention", we shall not be obligated to assume charge of, participate in, or pay for the investigation or defense of any claim or "suit".

However, if such claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall:

- (1) Require you or the insured against whom a claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;
- (2) At our own expense, have the right but not the duty to investigate and to assign counsel in addition to any defense

counsel assigned by or on behalf of you or the insured. Such additional counsel shall have the right to participate in the investigation, defense or settlement of any claim or "suit" on our behalf; and

- (3)** Have the right but not the duty to assume control of the defense, and we shall have that right even if we have not elected to assign additional defense counsel.

If we assume control of the defense:

- (a)** We shall have the right to select or dismiss defense counsel for the purpose of continuing the defense of any "suit"; and
- (b)** You shall continue to pay, or reimburse us for, any "claim expenses" pursuant to the defense of you or any insured until the "self-insured retention" is exhausted.

During the course of controlling the defense we shall have the right but not the duty to settle the claim or "suit" by paying all or part of the "self-insured retention" or Limits of Insurance. Such payment is on your behalf, and you are responsible for reimbursing us for payments of damages and "claim expenses" within the "self-insured retention" we have made, within seven business days of the date you receive notice that such payments have been made.

If we avail ourselves of the foregoing right(s), you and any other insured, your and any other insured's claim servicing agency and we shall cooperate in such investigation, defense or settlement.

Any right or opportunity we have exercised to participate in or control the defense ends at our discretion, but in all events ends when we have used up the limit of insurance in the payment of judgments or settlements to which this Coverage Part applies.

- e.** In no event shall:

- (1)** The "self-insured retention" be reduced by your or any insured's overhead, cost of investigation of claims by salaried "employees" or "employee" time; nor any expenses or appeals not incurred with our written consent pursuant to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition in Section **IV** or the Appeals Condition in Section **IV**; or
- (2)** We have any obligation or liability to pay

sums or performs acts or services unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- f.** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance. We have no other obligation to pay anything unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- g.** This insurance applies to "bodily injury" and "property damage" only if:

- (1)** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2)** The "bodily injury" or "property damage" occurs during the "policy period"; and
- (3)** Prior to the "policy period", no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

- h.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1)** Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2)** Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3)** Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- i.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

j. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purposes of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations; or
- (e) To the extent that any such injury or damage is included in the "products-completed operations hazard".

Solely to the extent "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; subparagraph (d) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor. This exception also does not apply if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or access the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "aircraft", "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft", "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of "aircraft" or watercraft;

- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An "aircraft" that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property Damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or

subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any Statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

t. Aircraft Products

(1) "Bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of the design, manufacture, sale, handling or distribution of "aircraft products", or reliance upon any representation or warranty made with respect thereto, or to any liability arising out of the "grounding" of any "aircraft"; or

(2) Liability assumed by you under any contract or agreement if such liability arises out of "aircraft products" designed, manufactured, sold, handled or distributed by you or by others trading under your name.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that you or any insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies; but only to the extent that such "personal and advertising injury" is in excess of the "self-insured retention" that has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

- b. You are responsible for payment of expenses for any defense counsel selected by or on behalf of you or any insured, including "claim expenses", until the "self-insured retention" has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If we make a payment relating to the defense counsel or defense of any claim against you or any insured within the "self-insured retention", it will be on your behalf, and you must reimburse us within seven business days of the date you receive notice that such payments have been made.

"Claim expenses" and other defense expenses incurred subsequent to the exhaustion of the "self-insured retention" are payable by us, as provided in Supplementary Payments.

- c. If the claim is within the amount of the "self-insured retention", then subject to subsection d. below, you shall have the duty to defend any "suit" brought against you or any insured seeking damages because of "personal and advertising injury" to which this insurance applies. Such duty shall continue until the "self-insured retention" has been exhausted solely by the payment of "claim expenses" and that portion of judgments or settlements to which this insurance would have applied in the absence of the "self-insured retention".

If, however the amount you have paid on your behalf or on behalf of any insured, for "claim expenses" or judgments and settlements for a claim exceeds the amount of the "self-insured retention", then we shall have the right and duty to defend you or such insured against such claim. Our right and duty to defend ends when we have used up the Limits of

Insurance in the payment of judgments or settlements to which this Coverage Part applies.

- d. If the amount you have paid, on your behalf or on behalf of any insured, for "claim expenses" and judgments or settlements for a claim does not exceed the amount of the "self-insured retention", we shall not be obligated to assume charge of, participate in, or pay for the investigation or defense of any claim or "suit".

However, if such claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall:

- (1) Require you or the insured against whom the claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;
- (2) At our own expense, have the right but not the duty to investigate and to assign counsel in addition to any defense counsel assigned by or on behalf of you or the insured. Such additional counsel shall have the right to participate in the investigation, defense or settlement of any claim or "suit" on our behalf; and
- (3) Have the right but not the duty to assume control of the defense, and we shall have that right even if we have not elected to assign additional defense counsel.

If we assume control of the defense:

- (a) We shall have the right to select or dismiss defense counsel for the purpose of continuing the defense of any "suit"; and
- (b) You shall continue to pay, or reimburse us for, any "claim expenses" pursuant to the defense of you or any insured.

During the course of controlling the defense we shall have the right but not the duty to settle the claim or "suit" by paying all or part of the "self-insured retention" or Limits of Insurance. Such payment is on your behalf, and you are responsible for reimbursing us for payments of damages and "claim expenses" within the "self-insured retention" we have made within seven business days of the date you receive notice that such payments have been made.

If we avail ourselves of the foregoing right(s), you and any other insured, your and any other

insured's claim servicing agency and we shall cooperate in such investigation, defense or settlement.

Any right or opportunity we have exercised to participate in or control the defense ends at our discretion, but in all events ends when we have used up the limit of insurance in the payment of judgments or settlements to which this Coverage Part applies.

e. In no event shall:

(1) The "self-insured retention" be reduced by your or any insured's overhead, cost of investigation of claim by salaried "employees", or "employee" time; nor any expenses or appeals not incurred with our written consent pursuant to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition in Section IV or the Appeals Condition in Section IV; or

(2) We have any obligation or liability to pay sums or performs acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B.

f. The amount we will pay for damages is limited as described in Section III – Limits Of Insurance. We have no other obligation to pay anything unless explicitly provided for under Supplementary Payments – Coverages A and B.

g. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the "policy period".

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the "policy period".

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

(1) Copyright;

(2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 20.a., b. and c. of "personal and

advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your website, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your website;
- (2) Placing a link to a website of others on your website;
- (3) Content, including information, sounds, text, graphics, or images from a website of others displayed within a frame or border on your website; or
- (4) Computer code, software or programming used to enable:
 - (a) Your website; or
 - (b) The presentation or functionality of an "advertisement" or other content on your website.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination

"Personal and advertising injury" arising out of discrimination.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any Statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. You will pay:

- a. With respect to any claim or "suit" against you or any other insured that you have a duty to defend, all "claim expenses" you incur, within the amount of the "self-insured retention". Even if we elect to assume control of the defense, you will continue to pay such expenses, or reimburse us for such expenses within the amount of the "self-insured

retention", at our sole discretion and direction. If we pay such expenses, you must reimburse us for all such expenses within seven business days of the date you receive notification that such payment has been made.

- b. Prejudgment interest awarded against you or any insured on that portion of the judgment or settlement that is within or equal to the amount of the "self-insured retention". Your payment will be in the ratio that your liability for the judgment rendered or settlement made bears to the whole amount of such judgment or settlement.
- c. Interest on that portion of a judgment or settlement that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within or equal to the amount of the "self-insured retention". Your payment will be in the ratio that your liability for the judgment rendered or settlement made bears to the whole amount of such judgment or settlement.

Paragraphs **b.** and **c.** above will not reduce the amount of the applicable "self-insured retention".

2. We will pay:

- a. With respect to any claim you investigate or settle, or any "suit" against you or any other insured you have a duty to defend, all "claim expenses" in excess of the "self-insured retention".

We will pay all "claim expenses" we incur if we have elected to associate with the defense counsel assigned by or on behalf of you or any other insured, whether within or in excess of the "self-insured retention".

- b. The following in the ratio that our liability for the judgment rendered or settlement made bears to the whole amount of such judgment or settlement:
 - (1) Prejudgment interest awarded against you or any other insured on that portion of the judgment or settlement we pay that is in excess of the amount of the "self-insured retention".
 - (2) Interest on that portion of a judgment or settlement that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is in excess of the amount of the "self-insured retention".
 - (3) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability

Coverage applies. We do not have to furnish these bonds.

- (4)** The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (5)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (6)** All costs taxed against the insured in the "suit".

These payments will not reduce the limits of insurance.

- 3.** If we defend you or any other insured against a "suit" and an indemnitee of such insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with you and us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send you and us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and

- (d)** Cooperate with you and us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2)** Provides us with written authorization to:

- (a)** Obtain records and other information related to the "suit"; and

- (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met,

- (1)** Attorneys fees incurred by you in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at your request will be borne by you as "claim expenses" until the "self-insured retention" is exhausted; and

- (2)** Attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be borne by us as "claim expenses" by us after the "self-insured retention" has been exhausted.

Notwithstanding the provisions of paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance; however, such payments will reduce the "self-insured retention" to the same extent that other "claim expenses" reduce the "self-insured retention."

Your obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when you have used up the applicable "self-insured retention" in the payment of judgments, settlements, or "claim expenses"; or when the conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

Our obligation to defend you or any other insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a.** We have used up the applicable limit of insurance in the payment of judgments or settlements; or

- b.** The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers", (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by, or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to the liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial

interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if;
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

1. The Most We Will Pay

Subject to item **1.a.** of the **Insuring Agreement**, the Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. How Limits And Self Insured Retention Apply to Additional Insureds

If you have agreed in a contract or agreement that another person or organization be added as an insured on your policy:

- a. You are responsible for payment of any "self-insured retention" on behalf of such person or organization; and
- b. The most we will pay on behalf of such insured or any other insured endorsed to this Coverage Part is the lesser of:
 - (1) The limits of insurance specified in the contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.

Any amount we pay shall be in excess of the "self-insured retention" and is part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part and the amount of the "self-insured retention" apply separately to each "policy period". If the "policy

period" is extended after issuance for an additional period, such additional period will be deemed to be part of the "policy period" for purposes of determining the applicable Limits of Insurance and "self-insured retention".

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Your bankruptcy or insolvency, or the bankruptcy of any other insured or of the insured's estate will not relieve:

- a. Us of our obligations under this Coverage Part, or
- b. You of your obligations to defend any claim or "suit" against you or any other insured.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice of Occurrence Or Offense

You or any insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim Or Suit

If a claim is made or "suit" is brought against any insured, you or any insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable if the claim or "suit" is likely to exceed the "self-insured retention".

You or any insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of the "self-insured retention";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance or the "self-insured retention" may also apply;

(5) Advise us of the name and address of defense counsel retained to represent the insured's interest with respect to the "self-insured retention". Further, if the claim or "suit", in our opinion, involves or is reasonably likely to involve payment by us under this Coverage Part, we shall require you or the insured against whom a claim is made or "suit" is brought, to obtain our written consent regarding the selection of any defense counsel;

(6) Furnish us the following information:

(a) Quarterly loss runs identifying all open and paid claims and "claim expenses". Such loss runs shall be furnished until all claims and "claim expenses" are paid;

(b) Complete information on all claims reserved for 50% or more of the amount of the "self-insured retention". This information must be furnished within 30 days from the date such reserve is established;

(c) Complete information on all claims (including multiple claims) arising out of an "occurrence" or offense which might require payment in excess of the "self-insured retention". This information must be furnished within 30 days from the date such possibility first arises;

(d) Complete information on any claim arising out of an "occurrence" or offense involving a minor child, or any of the following injuries:

(i) Death,

(ii) Quadriplegia,

(iii) Paraplegia,

(iv) Brain Damage,

(v) Loss of Vision,

(vi) Loss of Limb, or

(vii) Hospitalization for more than 30 days.

This information must be furnished within 30 days from the date such claim is first made; and

(7) Maintain adequate claim records and supporting data which document reserves for payment of claims, dates and amounts of any settlements, including specific identification of "claim expenses" incurred and paid.

d. Acceptance Or Rejection of Settlement Within The "Self-Insured Retention"

You, any insured as described in Section II - Who Is an Insured or any insured endorsed to this Coverage Part shall, as respects the "self-insured retention", exercise good faith in evaluating whether to accept or reject a settlement offer extended by a party making a claim. The failure to exercise such good faith by you, and any such insured will relieve us of any obligation to pay any sum in excess of the amount of the settlement that could have been accepted.

e. Obligations At The Insureds Own Cost

No insureds will, except at the insured's own cost, make or agree to any settlement for a sum in excess of the "self-insured retention" without our consent.

If any insured makes a payment, assumes any obligation, or incurs any expense, other than for first aid, without our consent, such payment, obligation or expense will be at the insured's own cost.

f. Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an insured, such insured must submit such claim or "suit" to the other insurer for defense and indemnity.

g. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any insured that is an individual;
- (2) Any partner, if you or an insured is a partnership;
- (3) Any manager, if you or any insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an insured is a corporation;
- (5) Any trustee, if you or an insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

Paragraph **g.** applies separately to you and any insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for damages in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, your responsibility under the "self-insured retention" and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. How Recoveries Shall Be Applied

Recoveries shall be applied to reimburse:

(1) First, any interest (including the Named Insured) that paid any amount in excess of our Limits of Insurance;

(2) Second, us, along with any other insurers having a quota share interest at the same level; and

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

c. Apportionment Among All Interests

Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

d. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Maintenance of Self-Insured Retention

You shall do whatever is required, including provision of sufficient funds, to maintain the "self-insured retention" in full effect during the currency of this policy. If the "self-insured retention" becomes invalid, suspended, unenforceable or uncollectable for any reason, including bankruptcy or insolvency, we shall be liable only to the extent we would have been had such "self-insured retention" remained in full effect.

The first Named Insured shall give us written notice as soon as practicable of any change in the operating status of any "self-insured retention", or when the sum of all incurred losses and "claim expenses" equals or exceeds 70% of the "self-insured retention".

11. Appeals

a. For amounts within the "self-insured retention":

(1) If we or you with our consent, elect to appeal a judgment, then any resultant additional expenses, settlements or judgments to which this insurance applies shall reduce the amount of the "self-insured retention". We shall be liable for such additional expenses, settlements or judgments that are in excess of the "self-insured retention".

(2) If you or any insured, without our consent, elects to appeal a judgment, any resultant additional expenses, settlements or judgments shall not reduce the amount of the "self-insured retention". We shall not be liable for such resultant additional

expenses, settlements or judgments, whether or not they are in excess of the "self-insured retention".

b. For amounts in excess of the "self-insured retention":

(1) If you or any insured elects to appeal, and such appeal is with our consent, then we shall be liable for any additional expenses, settlements or judgments to which this policy applies.

(2) If you or any insured elect to appeal, and such appeal is without our consent, then we shall not be liable for any additional expenses, settlements or judgments.

(3) If you or any insured elect not to appeal a judgment, then we may, at our option, make such appeal at our cost and expense, and we shall be liable for any additional expenses, settlements or judgments to which this policy applies.

We will in no event be obligated to post or obtain any appeal bond, but we will pay for the cost of such a bond obtained by the insured on appeals we consent to, and taxable costs, disbursements and interest incidental thereto.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Aircraft" includes but is not limited to heavier-than-air flying vehicles, helicopters, gliders, missiles or spacecraft.

4. "Aircraft products" means "aircraft" and any other goods or products manufactured, sold, handled or

distributed or services provided or recommended by the insured or by others trading under his or her name for use in the manufacture, repair, operation, maintenance or use of any "aircraft".

"Aircraft products" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "aircraft products"; and

b. The providing of or failure to provide warnings or instructions.

5. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

6. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

7. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

8. "Claim expenses" means:

- a. All expenses incurred by or on behalf of you or any other insured with our written consent; and
- b. All expense incurred by us on behalf of you or any other insured, if we assume control of the defense pursuant to paragraph 1.c of the Insuring Agreement.

But "claim expenses" include only those expenses incurred in the investigation or defense of claims or "suits". The following are not "claim expenses":

- (1) Claim fees paid to your or any other insured's claim servicing agency;
- (2) Any expenses associated with appeals made by you or any other insured without our consent for judgments or settlements, whether greater or lesser than the amount of the "self-insured retention";
- (3) Salaries of your "employees", any other insured's "employees", and our "employees", except the costs and expenses of our staff defense counsel and legal assistants; or
- (4) Damages.

9. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

10. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

11. "Employment-Related Practices" means:

a. Refusal to employ a person;

b. Termination of a person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

13. "Grounding" means:

a. The withdrawal of one or more "aircraft" from flight operations; or

b. The imposition of speed, passenger or load restrictions on such "aircraft" by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such "aircraft" or any part thereof:

(1) Sold, handled or distributed by the insured; or

(2) Manufactured, assembled or processed by any other person or organization:

(a) According to specifications, plans, suggestions, orders or drawings of the insured; or

(b) With tools, machinery or other equipment furnished to such persons or organizations by the insured;

Whether such "aircraft" so withdrawn or restricted are owned or operated by the same or different person or organizations.

14. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

15. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for any injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
16. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
17. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "auto";
 - b. While it is in or on an "aircraft", watercraft or "auto"; or
 - c. While it is being moved from an "aircraft", watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "auto".
18. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
20. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;

- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
21. "Policy period" means the period beginning with the inception date shown in the Declarations and ending with the earlier of:
- a. The date of cancellation of this Coverage Part; or
 - b. The expiration date shown in the Declarations.
22. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
23. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
24. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
25. "Self-insured retention" refers to the amount(s) set forth in the Declarations as such, and is defined below:
- a. As respects the All Coverages (including Products-Completed Operations) Aggregate Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for all "personal and advertising injury" and all "occurrences" taking place during the "policy period";
 - b. Subject to a. above, as respects the Products-Completed Operations Aggregate Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for all "occurrences" taking place during the "policy period" and arising out of the "products-completed operations hazard";
 - c. Subject to a. above, as respects the General Aggregate Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for all "personal and

advertising injury" and all "occurrences" arising out of other than the "products-completed operations hazard"; and

- d. Subject to **b.** or **c.** above, whichever applies, as respects the Personal and Advertising Injury Retention, or the Each Occurrence Retention, "self-insured retention" means the amount you must pay as damages and "claim expenses" for "personal and advertising injury", or any one "occurrence", respectively, before we will pay anything.

You are responsible for payment of any sums in satisfaction of the "self-insured retention" regardless of whether you or any other insured is found legally liable for damages.

Your obligation to pay the "self-insured retention" shall apply fully and separately to each "policy period" shown in the Declarations and shall not be reduced by:

- a. The payment of any deductible amount, any participation of the insured or any amount retained by the insured under any other policy of insurance for any other applicable "policy period";
- b. Any payment made on your behalf by another, including any payment from any other applicable insurance;
- c. Any defense costs or damages to which this insurance does not apply; or
- d. Any amount we pay pursuant to **1.b.** of the Insuring Agreement, unless you reimburse us.

However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the applicable "self-insured retention".

- 26. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 28. "Volunteer worker" means a person who
 - a. Is not your "employee";
 - b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

- 29. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

- 30. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

Cooperative Purchasing Connection
Tabulation Report RFP #23.5 - Fine Arts: Materials,
Equipment and Supplies
Vendor: Michaels Stores Inc & Subs

General Comments:

General Attachments: CPC EXHIBIT A Marketing Plan MichaelsPRO Education.pdf
CPC RFP 23.5 Certificate of Insurance - MichaelsPRO Education.pdf
CPC RFP 23.5 - Pricing Schedule MichaelsPRO Education.xlsx
CPC RFP 23.5 - Vendor Forms Signatures MichaelsPRO Education.pdf
CPC RFP 23.5 - Vendor Questionnaire for MichaelsPRO Education.pdf

Vendor Questionnaire

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)

Company Information

Name of Company: Michaels Stores Inc & Subs
Company Address: 3939 West John Carpenter Frwy
City, State, Zip code: Irving, TX 75063
Website: <https://michaelsproeducation.com>
Phone: 1-833-645-3776

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Rob Koch	Rob5@michaels.com	972-831-7367
Contract Manager	Bryan Waugaman	bryanw@michaels.com	216-407-5817
Sales Manager	Bryan Waugaman	bryanw@michaels.com	216-407-5817
Marketing Manager	Sarah Cimino	Sara1380@michaels.com	330-715-8385
Customer Service Manager	Kevin Soular	soulark@michaels.com	972-409-5781
Account Manager(s)	Rosann Cochran	rosann@michaels.com	817-521-8321

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Rosann Cochran	rosann@michaels.com	817-521-8321

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Bryan Waugaman	bryanw@michaels.com	216-407-5817

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Bryan Waugaman	bryanw@michaels.com	216-407-5817

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

OMNIA Partners Public Sector (National)
 Greenbush Cooperative in Kansas
 Arizona Saves

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Michaels is the largest arts and crafts specialty retailer in North America providing materials, project ideas, and education for creative activities. We currently operate 1,274 Michaels stores in 49 U.S. states and Canada. Our Education sales team has a combined 80 plus years of education sales experience.

2. Provide evidence of what your company is doing to remain viable in the industry.

Michaels has a new division, MichaelsPRO Education, to cater to the education and public sector marketplace. We now accept purchase orders when placing orders online. We offer account billing and invoicing options to the public sector. We offer over 100,000 items to the public sector when purchasing online.

3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to CPC participating agencies.

Our Distribution centers are located in Lancaster, CA; Jacksonville, FL; New Lenox, Indiana, Hazelton, Pennsylvania; Centralia Washington; Fort Worth, TX. We also fill orders from our stores and regional hub stores. Our fill rate is 98%

4. Describe your customer retention (i.e. customers who are served that continue to be repeat customers) as it pertains to your proposed fine arts materials, supplies, and equipment).

We continue to serve all public sector and private sector customers that request account billing and credit card transactions. We also have a loyal retail following.

5. Describe the number of agencies your organization, on average, provides fine arts materials, supplies, and equipment to each year. Provide a breakdown of sales by state (Minnesota, North Dakota, South Dakota).

MichaelsPRO Education, new division of Michaels Stores Inc & Subs, began in September 2021. We currently have over 1,000 organizations/school districts signed up for an account on MichaelsPRO Education; Minnesota Sales \$28,000; ND and SD zero sales at this time

6. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

None. They can choose to use this contract over any other contract.

Marketing & Partnership

1. If awarded, describe how your company will position the resulting contract to CPC 's participating agencies. Describe how your company will support CPC and its participating agencies regarding program growth.

The CPC Contract will be presented as an option for any CPC eligible agencies to select when setting up their accounts with MichaelsPRO Education. We will make available all promotions and sales available to participating agencies to generate growth.

2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A – Marketing Plan.

Michaels has an in-house creative team that has created organization specific sales flyers and emails for distribution to member agencies and organizations. There is a marketing manager assigned directly to the MichaelsPro Education division that manages the creation and distribution of Education collateral including email sales campaigns that have resulted in 50% increase in website traffic during the email period as well as increased account sign up activity in conjunction with trade show participation as well as Linked In advertising.

3. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Our Business Development Manager for this coverage area has over 20 years of education contract experience and is heavily involved in the information contained in this contract. She will be the main contact for all organizations. We will also hold an internal zoom meeting with our customer care team to inform them of the contract and the parameters contained within as well as any other support team. Our marketing team will be involved in the creation of collateral to support the contract.

Financials & Level of Support

1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fine arts sales on an annual basis.

Although we don't track our sales to the category breakdowns stated above, our Company's revenue is over 38% from fine art sales on an annual basis to city/county/government/K12 education and higher education organizations

2. Indicate the level of support your company will offer on this contract category.

- Pricing is better than what is offered to individual educational agencies.
 Pricing is better than what is offered to cooperative educational agencies.
 Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

Yes No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

4. Has your company been disbarred and or suspended in doing business within the United States?

Yes No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

Industry-Specific Information

1. Provide a general narrative description of the products and services offered in your proposal.

Over 100,000 Art, Craft, Education, Framing, Seasonal, Home Décor, Party, and more supplies

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, and product line.

Michaels is the largest arts and crafts specialty retailer in North America providing materials, project ideas, and education for creative activities. We currently operate 1,274 Michaels stores in 49 U.S. states and Canada. Our Education sales team has a combined 80 plus years of education sales experience.

3. Describe the information required by your company to onboard a participating agency to prepare them to place orders, receive delivery, and pay invoices.

The Agency/Customer would need to set up an account with us. They will need to provide a tax-exempt form; accounts payable contact name, email and phone number; a primary administrator contact name, email and phone number and name and email of any person they would like to have access to the account to place orders.

4. Describe the sales process that your company will take with participating agencies.

We will reach out to participating agencies to make them aware of the contract. We will be available to answer any questions they have about the contract via email or zoom call. We will set up their account and provide any assistance with setting up the users on the account. Once the users are set up, we will make sure they are aware of the account and will be available to answer any questions they may have about the account and the contract.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe backorders, selection, availability, delivery, etc.

Explain your delivery policy and lead time required from receipt of order to delivery.

Once a district sets up a tax exempt (if applicable) account with MichaelsPRO Education, they have the ability to place their orders on-line with us. The pricing the customer views after they have logged in, is the discounted price per their contract. We currently provide punch out services through Equallevel. Currently, we do not accept purchase orders at the store level. We do not accept back orders however, the customer has visibility to our stock levels. Once an order is placed, it is processed in 3 to 5 business days. Order tracking is available online.

6. Shipping. Describe your shipping terms and conditions.

Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

Shipping is free on orders over \$49.00. Orders less than \$49 incur a \$6.95 shipping fee.

7. Describe your warranty program regarding products and equipment, including any conditions and requirements to qualify claims procedures and overall structure.

We will honor all manufacturer warranties.

8. Describe your company's warranty coverage (i.e. product only, parts, labor).

Describe any potential charges or limitations associated with warranty related issues and claims.

We will honor all manufacturer warranties.

9. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Our payment terms are net 60 for all participating CPC agencies. We offer payment with a procurement card on individual orders at the time of purchase and no additional fees are assessed. We offer Account billing and the use of purchase orders. All invoices must be paid by check or ACH. Procurement cards are not accepted to pay invoices.

10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract. Example: professional development, training, white glove installation services, etc.

n/a

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Accounts will be reviewed upon setup to ensure they are receiving contract pricing.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

N/A

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:
- RFP section number and page number
 - Describe the exception
 - Explanation of why this is an issue
 - A proposed alternative to meet the needs of participating agencies and the cooperative

N/A

References

Provide three (3) references that have purchased fine arts materials, supplies, and equipment from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name	North St. Paul-Maplewood-Oakdale ISD 622 – Community Education
Service/Product Purchased	Art supplies
Year of Purchase	One
Reference Contact	Laura Greenlee-Karp
Phone	(651) 748-7446
Email	LGREENLEEKARP@ISD622.org
Reference #2 – Company Name	ISD 279 – Osseo Area Schools
Service/Product Purchased	Art supplies
Year of Purchase	one
Reference Contact	Lia Vang
Phone	(763) 391-7039
Email	VANGLIA@DISTRICT279.ORG
Reference #3 – Company Name	Richfield School District 280
Service/Purchase Purchased	Art supplies
Year of Purchase	one
Reference Contact	Lisa Baird
Phone	(612) 798-6085
Email	Lisa.Baird@rpsmn.org

EXHIBIT A



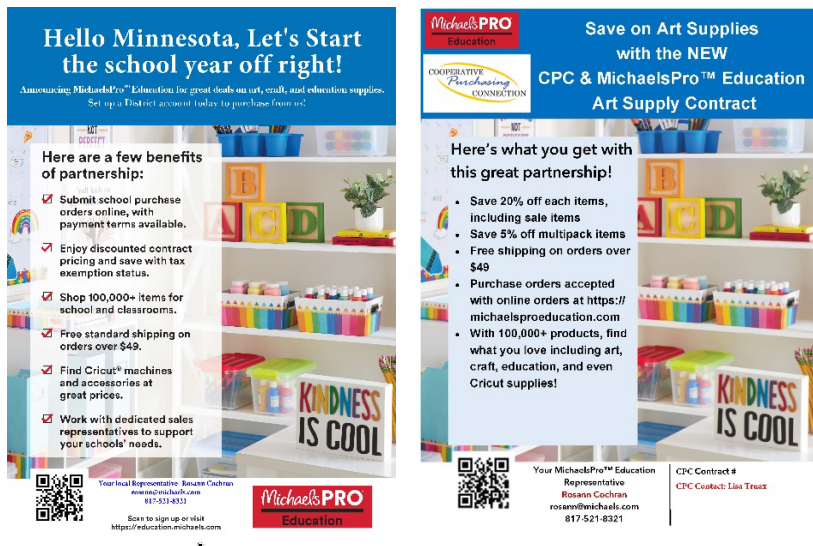
CPC Marketing Plan

Upon receiving notification of the award, it is the intent of the Michaels Pro Education team to market the Contract to current Participating Public Agencies, as well as prospective Public Agency Customers.

Some of our marketing efforts will include:

- Our in-house marketing and creative team will design, publish, and distribute co-branded collateral pieces.
- We will email existing Public Agency customers notification of award.
- Michaels Pro Education commits to attend regional trade shows and distribute literature and answer attendee questions about the agreement.

Please see examples of some of our marketing collateral below.





Vendor Forms & Signatures

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | |
|---|---|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

DocuSigned by:
Rob Koch
4305D48F3B984F1...

Authorized Signature

10/28/2022

Date

*Note, both sections on this form should not be signed.



Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>Michaels Stores Inc & Subs</u>	Date	<u>10/28/2022</u>
Address	<u>3939 West John Carpenter Frwy</u>	City, State, Zip	<u>Irving, TX 75063</u>
Contact Person	<u>Rob Koch</u>	Title	<u>VP, Real Estate, Artistree & B2B</u>
Authorized Signature	DocuSigned by: <u>Rob Koch</u>	Title	<u>VP, Real Estate, Artistree & B2B</u>
Email	<u>4305D4BF3B984F1...@michaels.com</u>	Phone	<u>972-831-4367</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency

Authorized Representative

Name Printed or Typed

Awarded this day of Contract Number

Contract to Commence

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	DS RL
2. Termination for Cause of Convenience	YES	RL
3. Equal Employment Opportunity	YES	DS RL
4. Davis-Bacon Act	YES	RL
5. Contract Work Hours and Safety Standards Act	YES	RL DS
6. Right to Inventions Made Under a Contract or Agreement	YES	RL
7. Clean Air Act and Federal Water Pollution Control Act	YES	RL DS
8. Debarment and Suspension	YES	RL DS
9. Byrd Anti-Lobbying Amendment	YES	RL
10. Procurement of Recovered Materials	YES	RL DS
11. Profit as a Separate Element of Price	YES	RL
12. General Compliance with Participating Agencies	YES	RL

Michaels Stores Inc. & Subs

Name of Business

DocuSigned by:

Rob Koch

4305D4BF3B984F1...thorized Representative

Rob Koch/VP Real Estate, Artistree & B2B

Printed Name/Title

10/28/2022

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: N/A
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box:

Company Name: N/A
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Pricing Schedule – Name of Company	Submit as an Excel document
X	Vendor Questionnaire – Name of Company	Submit as a PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
X	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none"> • Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE). 	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

DocuSigned by:

Rob Koch

4305D48F3B984F1...
signature

Rob Koch/VP, Real Estate, Artristee & B2B

Printed Name/Title

10/28/2022

Date

Category Discount & Username/Password

*Please note this workbook has multiple sheets.

Michaels Stores Inc & Subs DBA MichaelsPRO Education

REQUIRED FORM

Username/Password Instructions. On the lines provided below, provide CPC access to your eCommerce website to shop product. A username and password will be required. When logged in CPC must be able to view all products and services along with their applied (proposed) discount. The discounts must match what is shown below for percentage discounts. CPC will use their access to conduct a market basket assessment to determine competitiveness within the market and competitors. **This is a requirement to be considered responsive.**

Username: _____
Password: _____
Website URL: _____

Category Discount Instructions. In the form below, define your categories (by catalog, category, and/or by manufacturer) which can include sub-categories (specific lines from a manufacturer) and the percentage discount associated with that category. This form has been formatted to print to one page width. Forty-five rows have been provided, please add additional rows as needed. **This is a requirement to be considered responsive.**

Catalog/Category/Manufacturer Grouping	Discount Offered	Comments
General Classroom	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions
Specialty Spaces	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions
Fine Arts	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions
STEM/STEAM	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions
Seasonal	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions
Frames	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions
Craft Supplies	20% off our retail price on "each" and "sale" items; 5% off our retail price on MichaelsPro Pack items available in bulk	Some exclusions apply - please see website for most up to date list of exclusions

Cooperative Purchasing Connection
Tabulation Report RFP #23.5 - Fine Arts: Materials,
Equipment and Supplies
Vendor: Nasco Education LLC

General Comments: Thank you for allowing us to submit a bid for your consideration.

General Attachments: Bid Exception Clarification.pdf
Catalog Link.pdf
Certificate of Insurance-Nasco Education.pdf
Exhibit A-Marketing Plan-Nasco Education.pdf
How to Use Quote Number to Check Discount Pricing Online.pdf
Pricing Schedule-Nasco Education.xlsx
Quote Terms - Exclusions.pdf
Vendor Forms and Signatures-Nasco Education.pdf
Vendor Questionnaire-Nasco Education.pdf

Vendor Questionnaire

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Vendor Questionnaire – Name of Company**”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)

Company Information

Name of Company: Nasco Education LLC

Company Address: 901 Janesville Avenue

City, State, Zip code: Fort Atkinson, WI 53538

Website: www.nascoeducation.com

Phone: 800-558-9595

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Michelle Au	bids@nascoeducation.com	800-558-9595
Contract Manager	Michelle Au	bids@nascoeducation.com	800-558-9595
Sales Manager	Abby Sullivan	asullivan@nascoeducation.com	800-558-9595
Marketing Manager	Pam Terry	pterry@nascoeducation.com	800-558-9595
Customer Service Manager	Jasyn Meyers	jmeyers@nascoeducation.com	800-558-9595
Account Manager(s)	Tosha Simao	tsimao@nascoeducation.com	209-202-0819

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Michelle Au	bids@nascoeducation.com	800-558-9595

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Michelle Au	bids@nascoeducation.com	800-558-9595

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Michelle Au	bids@nascoeducation.com	800-558-9595

Identify any business types/classifications that your company holds. *Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

Provide a list of other contracts your organization has in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

CPC is our main contract partner for the tristate area

Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Nasco Education holds many contracts outside of CPC's tristate area. The list below is just a sample of our contract holdings:

- Ohio Schools Council – Classroom Supplies, Art Supplies, Office Supplies, Recreational & PE Products, Science Supplies
- Southwestern Ohio EPC – Classroom and Office Supplies
- 1GPA – Athletic & Physical Education Equipment & Supplies, Instructional Materials & Supplies
- NCPA – Instructional and Educational Resources
- TIPS – Office & School Supplies Products & Services; Academic Curriculum, Instructional Materials & Services
- HPS – Activity, Art & Education Supplies
- State of PA COSTARS – Office, School & Library Supplies

Qualifications & Experience

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Nasco was started in 1941 by a vocational agricultural teacher, Norman Eckley. He developed several teaching aids to use in his vocational agriculture classes, teaching aids that were not readily available from any other source. This simple act of filling a classroom need with an appropriate product was to become a way of life for Nasco Education in years to come. Over the years, Nasco Education has become a main source for classroom materials, specializing in subjects ranging from Art to FACS to Math. Today, Nasco Education has over 15 different catalogs offering over 50,000 unique items to meet the needs of teachers in 16 different educational subject areas, farmers and ranchers, and industry. In addition to serving customers in all 50 states, Nasco Education's unique blend of products for education, healthcare, agriculture, and industry appeals to customers in over 180 countries.

2. Provide evidence of what your company is doing to remain viable in the industry.

Nasco Education is dedicated to remaining a viable source for educational products for years to come. We employ many category area experts who are knowledgeable about the latest and greatest practices and products in specific subject areas. They help us to review our product selection, removing products that are no longer relevant and adding more products that meet today's ever-changing standards. Carrying the products that teachers want helps keep us viable in a competitive industry. For example, we recently added a STEAM catalog to our selection (replacing our STEM catalog), as STEAM is a current initiative for many schools.

Additionally, part of staying viable for Nasco Education is ensuring that our prices stay low so that teachers can trust that they are getting the most with their limited budgets by making their purchases from us. We do the research to ensure that our prices are among the best in the industry. We are always looking for ways to control costs so that we can pass the savings on to our customers.

3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to CPC participating agencies.

Nasco has been selling and shipping educational materials and hands on learning tools for over 75 years. Nasco Education sends orders the most economical way to customers through FedEx and multiple freight carriers. Standard delivery is 7-21 business days after receipt of order. On average, orders that ship by small package carriers arrive in 5-7 business days. Our orders are processed, hand-picked by our warehouse and inspected before being sent out to make sure our customers are receiving their correct orders in a timely manner. Our warehouse is stocked based on product demand and is carefully monitored by our educational purchasing department.

4. Describe your customer retention (i.e. customers who are served that continue to be repeat customers) as it pertains to your proposed fine arts materials, supplies, and equipment).

Nasco Education has high rates of contract customer retention. In general, once we are awarded a contract the customer asks us to renew the contract multiple times or invites us to bid again the next year. This ensures that customers can keep coming back to Nasco Education each year for their supplies. The majority of our contract customers are repeat customers that purchase from Nasco Education year after year. Many of our customers have been purchasing from us for over 35 years

5. Describe the number of agencies your organization, on average, provides fine arts materials, supplies, and equipment to each year. Provide a breakdown of sales by state (Minnesota, North Dakota, South Dakota).

Over the last 12 months, we have provided Fine Arts Materials to over 600+ different agencies. We have had over 10511 different customers from Minnesota make purchases with us attributing to 3.34% of our overall total revenue for Art materials for the year; 1347 customers in North Dakota attributing to 0.34% of our total revenue and 1226 in South Dakota attributing to 0.42% of total revenue.

6. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Nasco Education would not exempt any agencies from this contract.

Marketing & Partnership

1. If awarded, describe how your company will position the resulting contract to CPC 's participating agencies. Describe how your company will support CPC and its participating agencies regarding program growth.

If awarded, this CPC contract will be the main contract we promote to the CPC participating agencies. Our CPC account manager will reach out to all participating agencies via phone/email to communicate about the award. If desired, we can also send current digital catalogs to the participating agencies.

2. Describe and submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on your organization's website. You can submit any support materials as Exhibit A - Marketing Plan.

Our marketing staff plans to do the following to promote this contract (with CPC approval):

- The account manager can call all relevant members to communicate the contract details. This will be followed with a digital sell sheet for reference, including Nasco Education contact information.
- Digital Marketing can create both an email and sell sheet to communicate the contract details. This will include information about Nasco Education, the contract details, and customer service information. This will be available both in pdf and printed format.

Our Catalog Marketing team will be able to label digital catalogs with contract details and the CPC logo, if desired. We can then email them to each member school if requested.

3. Describe how you plan to inform and train company personnel on the contract terms and conditions, details and promotion of the contract. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.

Upon award, an email outlining the main details of the contract will be distributed to all relevant departments, including contract sales, customer service, marketing, and order processing. The account manager assigned to the contract will receive additional training regarding the contract and the submitted pricing. Since we are already an awarded vendor with CPC, we do not anticipate a large amount of training being necessary.

Financials & Level of Support

1. Describe the percentage of your company's revenue, by category (city/county/government, K12 education, higher education) that is derived from fine arts sales on an annual basis.

Government=2.6%
K-12=79.7%
Higher Education= >1%
Business=17%

2. Indicate the level of support your company will offer on this contract category.

Pricing is better than what is offered to individual educational agencies.
 Pricing is better than what is offered to cooperative educational agencies.
 Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:
Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.

3. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

Yes No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.
N/A

4. Has your company been disbarred and or suspended in doing business within the United States?

Yes No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.
N/A

Industry-Specific Information

1. Provide a general narrative description of the products and services offered in your proposal.

Nasco Education has been selling educational materials and hands on learning tools to business' for over 75 years. Nasco Education is an innovator in the industry and stands behind the quality of every item we sell.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, installation, and product line.

Delivering effective lessons isn't easy. That's why we specialize in bringing you hands-on materials that engage students both in and out of the classroom. Along with tools that support your core curriculum, we bring a special focus to art, SEL, and STEM to help you create a learning environment where students can exercise their creativity, boost 21st century skills, and explore career fields Hands-on learning enables teachers to engage students in transformative learning experiences that improve college and career readiness. Today, Nasco Education is proud to lead the marketplace in educational kits, Stem/Steam solutions for today's classrooms, dissection and agriculture. Our carefully tested and evaluated line of several proprietary items that we carry also sets us apart from our competitors.

3. Describe the information required by your company to onboard a participating agency to prepare them to place orders, receive delivery, and pay invoices.

A bill to address will be required by a participating agency to create a new account with Nasco Education. If the agency wishes to establish a credit line with us, a credit application will need to be filled out with all the pertinent information filled

in and returned to ar@nascoeducation.com. A new credit application can be obtained by contacting our AR Dept at ar@nascoeducation.com.

4. Describe the sales process that your company will take with participating agencies.

For any questions specific to this proposal, please contact Michelle Au, Contract Sales Manager. For any questions specific to orders or products, our customer care team is here to assist at 1-800-558-9595 or custserv@nascoeducation.com. Tosha Simao, your customer solutions manager is also able to assist with any product or kit questions participating agencies may have.

5. Describe your proposed order process for this proposal and contract award. Describe the process from order placement, including methods, to receipt of order. Describe backorders, selection, availability, delivery, etc.

Explain your delivery policy and lead time required from receipt of order to delivery.

We have several ways of ordering with Nasco Education. Orders can be sent to: Nasco Education, LLC 901 Janesville Avenue Fort Atkinson, WI 53538; Emailed to: orders@nascoeducation.com; Faxed to: 800-372-1236; or calling our Phone Center at: 800-558-9595, option 1.

Operating Procedures: Order Confirmation

Order confirmation is available to all customers upon request. If order confirmation is needed for an order, include the request for order confirmation on your order as well as the contact information for the confirmation.

Operating Procedures: Back Orders

Customers are notified of backorders via order confirmation. Discontinued items will also be indicated on the order confirmation; however, we may offer a substitute or replacement item. Upon customer request, we can cancel all backorders in advance.

Operating Procedures: Packing Slip

Every order that leaves Nasco's warehouse comes with a packing slip.

Operating Procedures: Invoicing

Invoicing is completed upon shipment. Payment terms will be Net 30 Days.

Operating Procedures: Credits

Any credits that are used at Nasco are reviewed on a one-by-one basis.

6. Shipping. Describe your shipping terms and conditions.

Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.

We will ship your order the most secure and economical way, unless you request a particular method of shipment. Most orders within the continental United States arrive within 7-21 business days.

Regular or Small Parcels

Most orders will be shipped using FedEx® or Priority Mail.



Truck Icon

This icon indicates that additional freight charges may apply. Items with this designation require higher shipping charges than typical parcel rates due to size and special handling requirements by the shipping company. Call Nasco at 1.800.558.9595 for more information.

◆ Hazardous Handling Surcharge

Nasco strictly adheres to the U.S. Department of Transportation regulations regarding products classified as "hazardous materials." In following these regulations, you may be assessed a per carton special handling surcharge for items defined within this category. For your convenience, these products are designated in the catalog by a ◆ or D.O.T. classification next to the catalog number.

\$199 minimum order per delivery for free shipping-truck logo items are excluded

7. Describe your warranty program regarding products and equipment, including any conditions and requirements to qualify claims procedures and overall structure.

We honor standard manufacturer warranties. Please contact our customer service department for more information.

8. Describe your company's warranty coverage (i.e. product only, parts, labor).

Describe any potential charges or limitations associated with warranty related issues and claims.

We honor standard manufacturer warranties. Please contact our customer care department for more information.

9. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

We accept check, ACH or credit cards for payment. No fees are associated with these methods. Credit cards must be presented at time of purchase. Standard payment terms are Net 30 days. Our AR Department will be happy to assist with any payment/invoice questions you may have by contacting them at ar@nascoeducation.com.

10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract. Example: professional development, training, white glove installation services, etc.

Free Activities and Lesson Plans

Nasco has engaging lesson plans for all grade levels written by specialists to fit the changing needs of today's students. Teachers can browse and download unlimited lesson plans for use in their classrooms at the link below:

<https://www.enasco.com/lessonplans>

Donors Choose

Donors Choose is the online platform where teachers and citizens from every corner of America, and all walks of life, connect to give students the resources they need to learn. Teachers can request funds for all kinds of projects! Nasco is proud to support and partner with Donors Choose in providing essential classroom materials, and with a 75-year history of serving the educational community, we are positioned perfectly to be your partner, too.

Submit your ideas for classroom materials and connect to caring individuals who want to fund them. At Donors Choose, teachers propose an idea for a project by writing a brief essay and completing some simple forms. Volunteers screen proposals to ensure that projects will directly serve students and to confirm the cost and availability of the resources that the educator requests. Then, individuals from across the nation can review and choose to fund the projects(s) they find the most compelling.

11. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Nasco Education will do a quarterly review of sales through the CPC contract when preparing the contract sales reports. Sales will be reviewed to ensure that CPC members are receiving the correct discount and non-CPC members are not included.

Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Please see attached quote terms for more information.

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

General Terms and Conditions:

*Delivery-Page 3

*All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed.

Nasco Exceptions:

- \$199 minimum order per delivery for free ground shipping-truck logo items are excluded
- A \$5 small order handling fee will be added to orders under \$50
- A hazardous fee will be added to orders for items that qualify
- The following items do not qualify for a discount: Health science product and healthcare simulation products (such as ALEX and other training manikins), Ready-or-Not Tots®, nutrition and replicas, hydroponics, aquaponics, furniture, KitchenAid, digital subscriptions, custom kits, economy student kits, ceramic equipment, Art Class Curator Kits, Cyber.org Kits, Cornell Lab Kits, and items with a "KI", "KT", "KC", "NA", or "NZ" prefix

***Please see attached exceptions and deviations sheet for more information**

References

Provide three (3) references that have purchased fine arts materials, supplies, and equipment from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. *Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.

Reference #1 – Company Name	Southwestern Ohio EPC
Service/Product Purchased	Educational Supplies
Year of Purchase	2017-present
Reference Contact	Robin Houston, Bid Coordinator
Phone	937-890-3725
Email	Robin.houston@epschools.org

Reference #2 – Company Name	Ohio Schools Council
Service/Product Purchased	Educational Supplies
Year of Purchase	2017-present
Reference Contact	Tami Perkins, Program Manager
Phone	216447-3100 X6103
Email	tperkins@osconline.org

Reference #3 – Company Name	Choice Partners
Service/Purchase Purchased	Educational Supplies
Year of Purchase	2005-present
Reference Contact	Kristi Nichols, Purchasing
Phone	713-696-1337
Email	kristi@choicepartners.org



Empowered teachers, engaged students

901 Janesville Avenue
Fort Atkinson, WI 53538

PHONE 1.800.558.9595

FAX 1.800.372.1236

EMAIL info@nascoeducation.com

WEB nascoeducation.com

Custom Discount for:

23.5 Fine Arts Materials, Equipment & Supplies

Nasco Quote Number: 13424

Valid: 1/1/2023 – 12/31/2024

Category	Discount off current price
Art	20%
Math and Literacy	15%
Science and Dissection	15%
STEM/STEAM	15%
Family and Consumer Sciences	15%
Agricultural Education	10%
Physical, Health, and SEL Education	10%
Qualifying orders over \$50 (after discount)	Free Shipping*

***Some exclusions apply** Please visit nascoeducation.com/shipping for current shipping and delivery terms. Hawaii and Alaska not included in free shipping offer. Please call 1.800.558.9595 for shipping rates.

TERMS: Net 30 days, with approved credit

DELIVERY: Approximately 7-21 business days upon receipt of order for in-stock items

PLEASE NOTE:

- Customers will receive the best of sale pricing, contract pricing, quantity pricing, or promotional discount for qualifying orders.
- The following items do not qualify for a discount: Health science product and healthcare simulation products (such as ALEX and other training manikins), Ready-or-Not Tots®, nutrition and replicas, hydroponics, aquaponics, furniture, KitchenAid®, digital subscriptions, custom kits, economy student kits, ceramic equipment, Art Class Curator Kits, Cyber.org Kits, Cornell Lab Kits, and items with a "KI", "KT", "KC", "NA", or "NZ" prefix
- An additional small order handling fee of \$5.00 will be applied to orders under \$50.00.
- A hazardous material surcharge will be added to items with a black diamond (◆) or D.O.T. symbol.
- For instructions on how to use your quote online, please visit nascoeducation.com/how-to-use-my-quote-number.
- Due to unforeseen increases or operational changes, Nasco Education reserves the right to change published prices or shipping policies without notice. Please refer to our website for current pricing and policies.
- Please include your quote number above on all orders.

Visit us at nascoeducation.com to browse our complete product offerings. To view our digital catalogs or to request a catalog and be added to our mailing list, please visit nascoeducation.com/catalog-directory. For questions about pricing, high-quantity orders, bids and quotes, or help with product selection, contact our customer care team at 1.800.558.9595 or custserv@nascoeducation.com.

We look forward to serving you!

Sincerely,

Michelle Au, Contract Sales Manager





Empowered teachers, engaged students

901 Janesville Avenue
Fort Atkinson, WI 53538-0901

PHONE 1.800.558.9595

FAX 1.800.372.1236

EMAIL info@nascoeducation.com

WEB nascoeducation.com

Custom Discount for:
#23.5 Fine Arts Materials, Equipment & Supplies

Nasco Quote Number: **13424**

Valid: 1/1/2023 – 12/31/2024

Category	Discount off current price
Art	20%
Qualifying orders over \$199 (after discount)	Free Shipping*

*Some exclusions apply Please visit nascoeducation.com/shipping for current shipping and delivery terms. Hawaii and Alaska not included in free shipping offer. Please call 1.800.558.9595 for shipping rates.

TERMS: Net 30 days, with approved credit

DELIVERY: Approximately 7-21 business days upon receipt of order for in-stock items

PLEASE NOTE:

- Customers will receive the best of sale pricing, contract pricing, quantity pricing, or promotional discount for qualifying orders.
- The following items do not qualify for a discount: Health science product and healthcare simulation products (such as ALEX and other training manikins), Ready-or-Not Tots®, nutrition and replicas, hydroponics, aquaponics, furniture, KitchenAid®, digital subscriptions, custom kits, economy student kits, ceramic equipment, Art Class Curator Kits, Cyber.org Kits, Cornell Lab Kits, and items with a "KI", "KT", "KC", "NA", or "NZ" prefix.
- An additional small order handling fee of \$5.00 will be applied to orders under \$50.00.
- A hazardous material surcharge will be added to items with a black diamond (◆) or D.O.T. symbol.
- For instructions on how to use your quote online, please visit nascoeducation.com/how-to-use-my-quote-number.
- Due to unforeseen increases or operational changes, Nasco Education reserves the right to change published prices or shipping policies without notice. Please refer to our website for current pricing and policies.
- Nasco does not assemble, install or remove debris of any kind.
- Please include your quote number above on all orders.

Visit us at nascoeducation.com to browse our complete offering or request a catalog. For questions about pricing, high-quantity orders, bids and quotes, or help with product selection, contact our customer care team at 1.800.558.9595 or custserv@nascoeducation.com.

We look forward to serving you!

Sincerely,

Michelle Au,
Contract Sales Manager





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WEB nascoeducation.com

Bid Exception Clarification

Entity: Lakes Country Purchasing Cooperative
Bid ID: 23.5
Bid Name: Fine Arts Materials, Equipment and Supplies
Contract Dates: 1/1/23-12/31/24

- Current prices can be found at NascoEducation.com. Enter your quote number when prompted to receive your discounted price.
- Free ground shipping will not apply to orders less than \$199 or excluded items as listed below:
 - Excluded items:
 - Truck logo Items
 - Preserved
 - Items stated on website as being excluded
- Shipping is listed as a separate line item on Invoices. For shipping estimates, please call 800-558-9595.
- Additional charges apply to:
 - Hazardous Material
 - Inside Delivery
 - Lift gate
- Nasco is not responsible for any excess costs incurred due to the purchase of items from other sources when products are unavailable at the time of order.
- Nasco will not be responsible for paying penalty fees or liquidation damages.
- Return or exchange privileges are granted only upon request, and only on stock merchandise within 30 days of date of invoice. Restocking fees may apply. You may contact our Customer Care team by calling 800-558-9595.
- Warranties vary by product and are based on manufacturer warranty terms
- Nasco does not give any additional discounts for prompt payment of invoices
- Orders are invoiced once product has shipped. Net 30 payment terms commence at time of invoicing.
- Nasco does not install, assemble or remove debris of any kind.





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WEB nascoeducation.com

1. Exhibit A – Marketing Plan – Name of Company (20 points)

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

Nasco Education produces more than 3 million catalogs each year focusing on various areas of K-12 focus including Art, Math, Science, FCS, etc. In addition, full-color electronic versions of these catalogs are available on NascoEducation.com. As our catalogs are mailed, we reinforce the contract relationship with Lakes Country Coop via personalized messages to current and potential agencies. We're also able to add the logo on our [approved partner page](#) on our website.

Supporting educators as they create engaging, hands-on learning environments for K-12 students has been Nasco Education's driving mission for more than 75 years. With standards-aligned, innovative, and curated solutions for Art, Math, Science, Literacy, SEL, FCS, CTE, Phy. Ed., Health, Special Ed., and more, Nasco is poised to help you create outstanding experiences for in-class or at-home learning



Vendor Forms & Signatures

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “***Vendor Forms & Signatures – Name of Company***”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Vendor Forms & Signatures – Name of Company”:

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance “EDGAR” Certification Form](#)
4. [Subcontractor Utilization Form](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | |
|----------------|----------------|
| Addendum No. 1 | Addendum No. 5 |
| Addendum No. 2 | Addendum No. 6 |
| Addendum No. 3 | Addendum No. 7 |
| Addendum No. 4 | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgment: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.



Authorized Signature

10/17/22

Date

*Note, both sections on this form should not be signed.

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name _____	Date <u>10/17/22</u>
Address _____	City, State, Zip _____
Contact Person _____	Title _____
Authorized Signature <u><i>Michelle Orr</i></u>	Title _____
Email _____	Phone _____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency _____

Authorized Representative _____

Name Printed or Typed _____

Awarded this _____ **day of** _____ **Contract Number** _____

Contract to Commence _____

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		/AA
2. Termination for Cause of Convenience		/AA
3. Equal Employment Opportunity		/AA
4. Davis-Bacon Act		/AA
5. Contract Work Hours and Safety Standards Act		/AA
6. Right to Inventions Made Under a Contract or Agreement		/AA
7. Clean Air Act and Federal Water Pollution Control Act		/AA
8. Debarment and Suspension		/AA
9. Byrd Anti-Lobbying Amendment		/AA
10. Procurement of Recovered Materials		/AA
11. Profit as a Separate Element of Price		/AA
12. General Compliance with Participating Agencies		/AA

Name of Business

Michelle Orr

Signature of Authorized Representative

Printed Name/Title

10/17/22

Date

Subcontractor Utilization Form

Instructions: List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: _____
Solicitation Number: _____
Vendor Name: _____

If a subcontractor will not be used, check this box:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Company Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Primary Contact: _____
Email Address of Contact: _____
Services to be provided: _____

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Certificate of Insurance – Name of Company	Submit as PDF
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none">• Business Type Certificate, if applicable. See Vendor Questionnaire (i.e. MBE, SBE).	Submit as PDF

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.



Authorized Signature

Printed Name/Title

10/17/22

Date

Category Discount & Username/Password

*Please note this workbook has multiple sheets.

Responding Company's Name: Nasco Education LLC

REQUIRED FORM

Username/Password Instructions. On the lines provided below, provide CPC access to your eCommerce website to shop product. A username and password will be required. When logged in CPC must be able to view all products and services along with their applied (proposed) discount. The discounts must match what is shown below for percentage discounts. CPC will use their access to conduct a market basket assessment to determine competitiveness within the market and competitors. **This is a requirement to be considered responsive.**

Username: Please see attachment "How to Use Quote Number to Check Discount Pricing Online"
Password: Please see attachment "How to Use Quote Number to Check Discount Pricing Online"
Website URL: www.nascoeducation.com

Category Discount Instructions. In the form below, define your categories (by catalog, category, and/or by manufacturer) which can include sub-categories (specific lines from a manufacturer) and the percentage discount associated with that category. This form has been formatted to print to one page width. Forty-five rows have been provided, please add additional rows as needed. **This is a requirement to be considered responsive.**

Catalog/Category/Manufacturer Grouping	Discount Offered	Comments
2023 Art Education Catalog	20%	Please see attached terms and exclusions for more information.
Paint	20%	
Painting Supplies & Canvas	20%	
Papers & Boards	20%	
Draw, Color & Write	20%	
Sculpture & Ceramics	20%	*Ceramic Equipment is excluded from discount
Crafts	20%	
Printmaking	20%	
Classroom Supplies and Storage	20%	
Art Resources	20%	



Nasco Education™



How to order with your quote number

1. Go to nascoeducation.com
2. In the search bar at the top of the page, type the product item number you're interested and click **"enter."**
3. On the product page, type your quote number into the "Discount Quote Number" field found below the price, and click the **"Apply Quote"** button. Pricing will be updated to reflect your discount.
4. Enter your desired quantity and click **"Add to Cart."**
5. Repeat these steps for all items you would like to order.
6. Submit your order with your preferred method.
 - **Online orders:** Complete your order with a credit card payment.
 - **Email, fax, or phone orders:** Print or save a PDF of your cart and attach it to your purchase order.

Ordering information



1.800.558.9595
Monday – Friday 7 a.m. – 5 p.m. CST



nascoeducation.com



orders@nascoeducation.com



1.800.372.1236



901 Janesville Ave.
Fort Atkinson, WI 53538

Save ordering and prep time with open-and-go kits

Ready-made individual kits

- Ensure that every student has access to the same learning tools
- Learn anywhere – kits travel to the classroom, home, after-school tutoring, and intervention pull-outs
- Prevent germ spread by giving each student their own set of materials
- Save prep time – no more collating kits or disinfecting between uses

All-in-one classroom kits

- Choose flexibility and convenience
- Stop spending time researching learning tools and materials, placing multiple vendor orders, and waiting for supplies to arrive
- Save prep time – many kits include lesson plans or activity guides to jump-start learning for you and your students

Made-for-you custom kits

- Create engaging, hands-on kits exactly to your specifications for any subject
- Take advantage of our huge selection and ability to source exactly what you need
- Save time – we'll bring together all the pieces and organize and package everything just the way you want



Middle School Student Art Kit
with Sketchbook in Bag



Complete Set of Fraction Tiles
with Trays



"I loved how Nasco Education's custom kit services took so much stress off of me and gave me more time back to focus on other priorities."

– Melody McGill,
Modesto City Schools, CA



How Do I Apply My Quote Number to My Order?

Art Supplies & Crafts STEAM Education Farm & Ranch Healthcare Whirl-Pak Senior Activities



Dash™ & Dot™ Learn to Code Education - Club Pack

Product Number: Z51226

This item is shipped directly from our supplier. Allow extra delivery time.

\$695.95

Discount Quote Number:

Apply Quote

Qty

Add to cart

Add to list

WARNING: Choking Hazard. Small Parts. Not for children under 3 yrs.

APPLY WHERE CONVENIENT!

Cart

Total (20 items) : \$43.00

Empty Cart

Checkout

20

Update

Item Total: **\$39.80**

Apply Discount Quote

Enter Discount Quote Number

Apply Discount Quote

Coupon Code

Enter Coupon Code

Apply Coupon Code

Zip Code

Estimate





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2725 South Moorland Road New Berlin WI 53146	CONTACT NAME: Kelly McEvoy PHONE (A/C. No. Ext): 262-796-8824 E-MAIL ADDRESS: kelly.mcevoy@marshmma.com		FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE		
INSURED NASCO Education LLC DBA NASCO PO Box 901 Fort Atkinson WI 53538	INSURER A: Liberty Mutual Fire Insurance Company		NAIC # 23035
	INSURER B: Benchmark Insurance Co.		41394
	INSURER C: First Liberty Insurance Corporation		33588
	INSURER D: Liberty Insurance Corporation		42404
	INSURER E: Employers Insurance Company of Wausau		21458
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1037716268

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB6Z91471982	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z91471982	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TH7Z91471982051	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Z91471982	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			PLMCBSHL2UE3SQ	6/30/2022	6/30/2023	Limit Retention \$5,000,000 \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Cooperative Purchasing Connection
 1001 E Mount Faith Ave.
 Fergus Falls MN 56537

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Evaluation Committee Report

RFP #23.5 – Fine Arts Materials, Supplies & Equipment

Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Fine Arts Materials, Supplies, and Equipment on October 3, 2022. The intent of the solicitation is to secure a qualified vendor equipped with the necessary resources and capabilities to develop a purchasing program for participating agencies. Participating agencies are seeking the ability to purchase from a broad line of fine arts materials, supplies, and equipment at consortium level discounted pricing.

The solicitation was due on November 1, 2022, at 10:00 a.m. CT. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

Responses to the RFP were due at 10 a.m. CT on November 2, 2022. Four (4) proposals were received by the submission deadline. Proposals were reviewed for compliance with the mandatory requirements set forth in the RFP.

All four (4) proposals were found to be compliant and deemed responsive. Qualified vendors include Blick Art Materials, LLC, Lakeshore Learning Materials, LLC, Michaels Stores Inc & Subs dba MichaelsPRO Education, and Nasco Education, LLC.

Members of the Evaluation Committee included Dale Walston, Director of Operations at Southeast Service Cooperative; Barb Nelson, Cooperative Purchasing and Student Programs at Northwest Service Cooperative; Mercedes Coan, Cooperative Purchasing at Northrthwest Service Cooperative; and Mary Juliot, Marketing & Design Specialist with the Cooperative Purchasing Connection.

The Evaluation Committee conducted its evaluation and proposed recommendation on November 17, 2022.

Evaluation Scoring Results

Refer to Exhibit A, Master Score Sheet.

Evaluation Committee Discussion & Overview

Upon review of the Vendors' technical responses, the Evaluation Committee agreed on the following:

Blick Art Materials

1. The Vendor has considerable longevity in the industry, founded in 1911. The Vendor is considered the oldest and largest art supply specialist and hasn't veered from its core business in 111 years. Art is their only business.
2. The Vendor has access to 110,000 art related products.

3. The Vendor does not cancel any back orders of products. Once received, backorders will ship at no additional cost to the customer.
4. The Committee is worried that there could be confusion between a potential CPC contract and the current AEPA contract. Customers typically buy from the company and not by contract, which could cause confusion and issues.
5. The Vendor has no sales staff to support the contract, majority of sales are online.
6. The Vendor provides a straightforward process regarding account setup and sales.
7. The Vendor's minimum order for free shipping is reasonable (\$49). Purchases below \$49 incur a flat fee of \$9.95. Some exceptions apply for heavy equipment and drop shipments.
8. The Vendor allows for P-Card payments at the time of sale. The Vendor will charge a 3% service fee if the P-Card is used to pay the balance of an invoice.

Lakeshore Learning Materials

1. The Vendor is an 8(a) Qualified Business.
2. The Committee is very concerned about the Vendor's response and their work not being specific to art and fine arts supplies.
3. The Vendor's response heavily relates to classroom instructional supplies and furniture. The Committee agrees they do not meet the intent and scope of the solicitation even though the Vendor's 84% of annual sales are to the K12 market.

MichaelsPRO Education

1. The Vendor is the largest arts and crafts retailer in North America, providing access to 100,000 arts and crafts items online and 1,274 retail stores making the Vendor unique.
2. The Vendor is new to the education market, limiting the number of active contracts available in the tri-state area.
3. The Vendor has had significant sales growth due to various email sales/marketing campaigns.
4. If awarded, the Vendor has a well-defined strategy for educating internal employees about the details of the contract.
5. The Vendor has done worked with Equallevel. EqualLevel is the platform provider for CPC's procurement marketplace.
6. The Vendor's website shows a visible count of product inventory options. If the product is out of stock, the customer does not have the ability to add the item to their cart, check out and create a backorder. The Vendor does not allow or have backorders due to this feature.
7. The Vendor's minimum order requirement for free shipping is reasonable (\$49). Purchases below \$49 incur a flat fee of \$6.95. Some exclusions apply.
8. The Vendor does not charge additional fees for P-Cards. P-Card payments are accepted at the point of purchase. P-Card payments are not allowed after an invoice is issued.
9. The Vendor does not have the capability of accepting purchase orders (POs) at retail store locations.

Nasco Education

1. The Vendor has become a source for classroom materials, providing 50,000 unique items to meet teacher needs across 16 educational categories. The Committee is concerned that art supplies are just a portion of their total sales and revenue; 4% of sales in the tri-state area were from the art catalog in the past year.
2. The Vendor did convert their STEM catalog to STEAM, adding arts to help provide additional products to teachers. The Vendor prides itself on sourcing unique materials to boost 21st century skills, educational kits, and STEAM solutions.
3. The Committee has concerns with the amount of art-based inventory versus STEAM and other educational products.
4. The Vendor offers free activities and lesson plans for all grade levels and subjects.
5. The Vendor has the largest delivery window of 7-21 days after receipt of order (ARO).
6. The Vendor is willing to promote a resulting contract and has strategies to do so.
7. The Committee is bothered by the large minimum order requirement for free shipping (\$199 net discount) and the fees associated with not meeting that minimum. The fees include a \$14.95 charge for orders less than \$199 and an additional \$5 small order fee for orders less than \$50.

Pricing Discussion & Overview

Upon review of the Vendors' response to pricing, the Evaluation Committee agreed on the following:

1. Blick Art Materials, MichealsPro Education, and Nasco Education will provide a 20% discount.
2. Lakeshore Learning Materials (catalog) and MichaelsPro Education (pack items) will provide a 5% discount.
3. All Vendors provided access to contract pricing, providing CPC with the opportunity to conduct a market basket price analysis. Market basket prices include:
 - a. Nasco Education \$1,340.31
 - b. Blick Art Materials \$1,460.88
 - c. MichaelsPRO Education \$1,839.00 *Multiple items were in 'pack' sizes that include a 5% discount versus the standard 20% discount
 - d. Lakeshore Learning had a limited comparable offering to the products selected for the market basket.
4. Using the 32 manufacturers from the market basket analysis, CPC provided an SKU count to show the accessibility of product options, they include:
 - a. Blick Art Materials – 11,954 SKUs
 - b. MichaelsPRO Education – 6,920 SKUs
 - c. Nasco Education – 1,417 SKUs
 - d. Lakeshore Learning Materials did not have any items applicable to this process.
5. Market basket pricing was compared to AmazonBusiness to determine industry competitiveness and both Nasco Education and Blick Art Materials were better priced on 63 market basket items found on Amazon.com.
6. The Vendors provided their Top 150 SKUs sold in the fiscal year 2022. The following manufacturers were unique to the Top SKU list:
 - a. MichealsPRO Education – 57 of 60
 - b. Blick Art Materials – 28 of 38
 - c. Nasco Education – 25 of 34
 - d. Lakeshore Learning Materials – 1 of 1
7. Lakeshore Learning Materials is offering support services and White-Glove Installation on orders over \$20,000, plus a 20% discount on their order. The White-Glove service is applies to large or multiple classroom furniture deployments. They also offer professional development training for a flat fee in various time increments.

Nasco Education provided the best price in the market basket analysis they had one of the lowest SKU/inventory options for those manufacturers.

The Committee agreed that Blick Art Materials, due to competitive pricing and vast inventory is the best option for participating agencies.

Recommendation

After analysis of the Vendors' proposals, the Evaluation Committee recommends that a contract be awarded to Blick Art Materials.

The recommendation for award is subject to final review by CPC Administration and approval by the Board of Directors.

DocuSigned by:

Dale Walston

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Dale Walston, Director of Operations
Southeast Service Cooperative

DocuSigned by:

Barb Nelson

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Barb Nelson, Cooperative Purchasing & Student Programs
Northwest Service Cooperative

DocuSigned by:

Mary Juliot

6719FAFF8E18498...

Mary Juliot, Marketing & Design Specialist
Cooperative Purchasing Connection

DocuSigned by:

Mercedes Coan

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Mercedes Coan, Cooperative Purchasing
Northwest Service Cooperative

DocuSigned by:

Lisa Truax

9AB8C86EB0B9422...

Lisa Truax, Procurement Solutions Coordinator
Cooperative Purchasing Connection

1 Attachment/Exhibit A
Scoring Spreadsheet

cc: Procurement File

Exhibit A

Master Score Sheet

		Blick Art Materials	Lakeshore Learning Materials	MichaelsPro Education	Nasco Education
Criteria	Possible Points	Points Awarded	Points Awarded	Points Awarded	Points Awarded
Technical Approach Company Information Qualifications & Experience Marketing and Partnership Financials & Level of Support Industry Specific Information References	45	40	24	39	34
Pricing Category Discounts Website Access Top 150 SKUs Support Services/Installation Volume Discounts Market Basket & Industry Competitiveness	55	49	5	28	45
Total Score	100	89	29	67	79

23.5 Evaluation - Pricing Analysis

Description	BLICK Art Materials - Notes	Lakeshore Learning - Notes	MichaelsPRO - Notes	Nasco - Notes
Category Discount	20% off list For "each" price only. On stocked items from Art Education Catalog.	5% off list All Lakeshore Learning Materials and all fine arts supply materials, supplies, and equipment. No Bid on Sculpture type products (ceramics, glaz, equipment, furniture). Discount applies to all non-sale items, catalogs, website and retail stores. Direct manufacturer of all products sold.	20% off retail price On "each" and "sale" items. 5% off retail price On MichaelsPRO pack items (in bulk).	20% off list 2023 Art Education Catalog, including paint, supplies and canvas, papers and boards, draw, color, and write, sculpture and ceramics, crafts, printmaking, classroom supplies and storage, and art resources.
Exclusions from Discount	No discount on: drop shipped items, web only items, quantity break prices, and sale catalog prices.	Sale items not included in discount offer.	Exclusion list posted on website.	Ceramic equipment is excluded from discount. Health science product and healthcare simulation products (such as ALEX and other training manikins), Ready-or-Not Tots®, nutrition and replicas, hydroponics, aquaponics, furniture, KitchenAid®, digital subscriptions, custom kits, economy student kits, ceramic equipment, Art Class Curator Kits, Cyber.org Kits, Cornell Lab Kits, and items with a "KI", "KT", "KC", "NA", or "NZ" prefix.
1- Catalog w/ Discount <i>*Access</i>	Access: EqualLevel/CPC punchout	Access: EqualLevel/CPC punchout Reference RFP 23.5 on all orders.	Access: https://michaelsproeducation.com Username - cpcrfppricedemo@rc.com Password - Price123	Access: nascoeducation.com Enter Discount Quote number to cart, click Apply Quote to see discounted price. Quote #13424 Also available via EqualLevel/CPC Punchout
1- Catalog w/ Discount <i>*Market Basket Price Analysis - see 1-Market Basket for comparison</i>	70 fine arts items were compared; see 1- Market Basket for a side-by-side comparison. \$1,460.88 market basket total. Amazon Business - 63 of 70 (match/like) items were compared against Amazon. Total market basket price: <u>BLICK Art Materials \$1,288.58</u> Amazon \$1,496.76	5 similar items were compared; see 1- Market Basket for side-by-side comparison. Lakeshore manufacturers their own products. Majority of products were classroom education materials. Difficult to compare and find fine arts supplies similar to the other respondents. Amazon Business - 4 of 70 (like) items were compared against Amazon. Total market basket price: Lakeshore Learning \$205.15 <u>Amazon \$202.99</u>	70 fine arts items were compared; see 1- Market Basket for a side-by-side comparison. Multiple options were adjusted down to the unit due to offering the item in a "pack" size. \$1,839.00 market basket total. Amazon Business - 63 of 70 (match/like) items were compared against Amazon. Total market basket price: MichaelsPRO Education \$1,604.66 <u>Amazon \$1,496.76</u>	70 fine arts items were compared; see 1- Market Basket for a side-by-side comparison. \$1,340.31 market basket total. Amazon Business - 63 of 70 (match/like) items were compared against Amazon. Total market basket price: <u>Nasco Education \$1,181.28</u> Amazon \$1,496.76
1- Catalog w/ Discount <i>*SKU count of manufacturers used in 1- Market Basket Analysis to show accessibility/variety of product</i>	32 manufacturers from 1- Market Basket; 11,954 SKUs available.	Not applicable.	32 manufacturers from 1- Market Basket; 6,920 SKUs available.	32 manufacturers from 1- Market Basket; 1,417 SKUs available.
2- Top SKU List	38 total manufacturers 28 unique manufacturers	1 manufacturer 1 unique manufacturer	60 manufacturers 57 unique manufacturers	34 manufacturers 25 unique manufacturers

Description	BLICK Art Materials - Notes	Lakeshore Learning - Notes	MichaelsPRO - Notes	Nasco - Notes
2- Top SKU List <i>Matching/Like Manufactured Products</i>	<p>Crayola - 15 items 14 unique Crayola items as compared to others.</p> <p>Dixon Ticonderoga - 1 item, no pricing comparisons available with Nasco.</p> <p>Faber-Castell - 2 items, no pricing comparisons available with MichaelsPRO or Nasco.</p> <p>General Pencil Co - 13 items, 12 unique. ES-20 - <u>better price</u> than Nasco by \$0.12 per unit.</p> <p>Pentel - 1 item.</p> <p>Sakura - 1 unique item, no pricing comparison available with Nasco.</p> <p>Scratch-Art - 1 unique item, no pricing comparison available with Nasco.</p> <p>Speedball - 2 unique items, no pricing comparisons available with Nasco.</p> <p>Staedtler Mars - 1 unique item, no pricing comparison with MichaelsPRO.</p> <p>Star Products - 1 unique item, no pricing comparison with Nasco.</p>		<p>Crayola - 4 items 2 unique Crayola items as compared to others. 68-4012 - <u>better price</u> than Nasco by \$0.29 per unit (original pack).</p> <p>Faber-Castell - 1 item, no pricing comparisons available with BLICK or Nasco.</p> <p>Staedtler Mars - 2 unique items.</p>	<p>Crayola - 19 items 16 unique items as compared to others. 53-0525 - <u>better price</u> than MichaelsPro by \$0.87 per unit. 68-4024 - <u>better price</u> than BLICK by \$0.53 per unit.</p> <p>Dixon Ticonderoga - 22 items, no pricing comparisons available with BLICK.</p> <p>Faber-Castell - 1 item, no pricing comparisons available with BLICK or MichaelsPRO.</p> <p>General Pencil Co - 2 items, 1 unique.</p> <p>Pentel - 1 item. PHN-12 - <u>better priced</u> than BLICK by \$0.26 per unit.</p> <p>Sakura - 1 unique item, no pricing comparison available with BLICK.</p> <p>Scratch-Art - 1 unique item, no pricing comparison available with BLICK.</p> <p>Speedball - 3 unique items, no pricing comparisons available with BLICK.</p> <p>Star Products - 1 unique item, no pricing comparison with BLICK.</p>
3- Support Services		<p>Offers White-Glove Installation on orders over \$20,000 + a 20% discount on their order.</p> <p>Offers a flat fee for full-day, half-day, and 60-90 minute virtual trainings for Professional Development.</p> <p>Offers free classroom and school design services.</p>		

Product Description	Manufacturer	UOM	BLICK Art Materials			Lakeshore Learning Materials			MichaelsPro Education			Nasco Education			Amazon Business	
			Item Match	Contract Price	Notes	Item Match	Contract Price	Notes	Item Match	Contract Price	Notes	Item Match	Contract Price	Notes	11/11/2022	Notes
Carborundum Gel, 8oz	Akua	EA	Yes	\$ 14.66					Yes	\$ 19.99		Yes	\$ 13.44		\$ 16.39	
Mesh Bag, 20x26	Art Alternatives	EA	Yes	\$ 15.99					Yes	\$ 12.79		Yes	\$ 8.32		\$ 22.95	
Pencil Pouch, Black	Art Alternatives	EA	No	\$ 3.99	Own brand.				Yes	\$ 4.79		Yes	\$ 4.96			
Recycled Drawing Pad 9 x12	Canson	EA	Yes	\$ 7.62					Yes	\$ 13.59		Yes	\$ 6.12		\$ 11.97	
Canson Drawing Pad XL	Canson	EA	Yes	\$ 6.43					No	\$ 8.03	12pk, divide by 12	Yes	\$ 5.92		\$ 12.74	
Premier Tempera - Set of 12, assorted colors, 16oz bottles	Crayola	EA	Yes	\$ 38.38		No	\$ 40.92	Individual, x12, own brand.	No	\$ 38.39	Similar; diff. brand	Yes	\$ 38.40		\$ 45.00	Sargen Art Brand
Drawing Chalk, Assorted Colors, Box of 144	Crayola	EA	Yes	\$ 19.61					Yes	\$ 20.79		Yes	\$ 17.12		\$ 31.27	
Oil Pastels, 16 stick set	Crayola	EA	Yes	\$ 2.62					Yes	\$ 3.00		Yes	\$ 2.36		\$ 4.89	
Crayon Classpack, Pack of 800, 16 colors	Crayola	EA	Yes	\$ 62.18		No	\$ 56.99	800 ct, 8 color, own brand	Yes	\$ 74.23		Yes	\$ 55.60		\$ 77.60	
Super Tips Marker Sets, Set of 100	Crayola	EA	Yes	\$ 18.81		No	\$ 36.00	10pk, 10 colors, x10, own brand	Yes	\$ 21.75		Yes	\$ 16.88		\$ 15.97	
Dough, Set of 6, 3 LB Buckets, Assorted	Crayola	EA	Yes	\$ 52.94		No	\$ 71.24	Own brand	Yes	\$ 61.43		Yes	\$ 46.36		\$ 64.42	
Metallic Markers, Set of 8	Crayola	EA	Yes	\$ 7.30					Yes	\$ 7.99		Yes	\$ 6.76		\$ 8.52	
Construction Paper Shapes	Crayola	EA	Yes	\$ 5.86					Yes	\$ 4.00		Yes	\$ 5.04		\$ 6.85	
Color Sticks, Assorted, 12-Set	Crayola	EA	Yes	\$ 7.70					No	\$ 6.80	Classpack, divide by 10 (unit)	Yes	\$ 6.92		\$ 10.50	
Airbrush Color, Primary, Set of 6, 2oz	Createx	EA	Yes	\$ 22.38					Yes	\$ 28.79		Yes	\$ 22.68		\$ 24.95	
Soft Black Pencils, Matte Black, Box of 12	Dixon	EA	Yes	\$ 3.70					No	\$ 4.00	2pk of 24; price divide by 4	Yes	\$ 3.64			
Wedge Cap Top Erasers, Box of 144	Dixon	EA	Yes	\$ 7.22					No	\$ 10.40	2pk of 144; divide by 2	Yes	\$ 6.88		\$ 10.48	
Beginner's Pencil, Box of 12	Dixon	EA	Yes	\$ 5.59					No	\$ 6.41	12ct packs of 144; divide by 12	Yes	\$ 5.80		\$ 8.06	
RediMark Chisel Tip Markers, Set of 8	Dixon	EA	Yes	\$ 7.86		No	\$ 3.79	Broad-tip, own brand	No	\$ 9.60	2pk of 8; divide by 2	Yes	\$ 8.92			
Art Markers, Rainbow, Set of 6	Do-A-Dot	EA	Yes	\$ 15.19					Yes	\$ 18.55		Yes	\$ 15.56		\$ 17.98	
Serrated Tracing Wheel	Dritz	EA	No	\$ 12.16	Similar; diff. brand				Yes	\$ 2.47		No	\$ 1.79	Similar; pointed v. serrated	\$ 6.98	Smooth & serrated
B-700 Acrylic & Oil, 60 Brushes, Canister	Dynasty	EA	Yes	\$ 132.92					Yes	\$ 179.19		Yes	\$ 128.92			
Painters Paint Marker	Elmers	EA	Yes	\$ 12.70					Yes	\$ 16.79		Yes	\$ 11.76		\$ 12.95	
Pitt Pastel Pencil Set of 36, Tin	Faber-Castell	EA	Yes	\$ 61.08					Yes	\$ 87.99		Yes	\$ 59.36		\$ 58.00	
Goldfaber Aqua Watercolor Pencils - Tin Set of 36	Faber-Castell	EA	Yes	\$ 30.97					Yes	\$ 41.59		Yes	\$ 29.60		\$ 36.00	
12 Color Paint Connector Box	Faber-Castell	EA	Yes	\$ 11.06					Yes	\$ 11.51		Yes	\$ 10.44		\$ 14.52	
Mixed Media fat Pad 9x12, 15 sheets	Fabriano	EA	Yes	\$ 18.88					Yes	\$ 23.19		Yes	\$ 31.20		\$ 25.11	
Studio Watercolor Pad 9x12, 3gsm	Fabriano	EA	Yes	\$ 28.34					Yes	\$ 25.59		Yes	\$ 26.36		\$ 29.79	
Circle Cutter	Fiskars	EA	Yes	\$ 18.71					Yes	\$ 19.99		Yes	\$ 17.88		\$ 22.70	
Comfort Loop 45mm Rotary Cutter	Fiskars	EA	Yes	\$ 17.00					Yes	\$ 13.59		Yes	\$ 13.52		\$ 12.40	
Male Foam Head	Flora Craft	EA	Yes	\$ 4.70					No	\$ 5.30	16pk, divide by 16	No	\$ 8.04	Own brand	\$ 9.99	
Extra Course Pumice Gel	Golden	EA	Yes	\$ 12.38					Yes	\$ 17.59		Yes	\$ 3.58	75% off (20% = 11.44)	\$ 19.73	
Acrylic Glazing Liquid, Gloss, 16oz	Golden	EA	Yes	\$ 21.03					Yes	\$ 20.79		No	\$ 15.16	Satin	\$ 20.36	
Swing Arm Protractor	Helix	EA	Yes	\$ 2.35					Yes	\$ 2.79		Yes	\$ 1.74		\$ 5.59	
Circle Ruler 12"	Helix	EA	Yes	\$ 3.65					Yes	\$ 4.79		Yes	\$ 2.88		\$ 5.33	
Doubleheader Calligraphy Marker, Black	Itoya	EA	Yes	\$ 1.90					Yes	\$ 2.39		Yes	\$ 1.76		\$ 7.43	
Solarfast Thickener, 4oz	Jacquard	EA	Yes	\$ 7.91					Yes	\$ 10.39		Yes	\$ 2.03			
Solarfast Dye, 4oz, Burnt Orange	Jacquard	EA	Yes	\$ 7.68					Yes	\$ 10.39		No	\$ 3.04	8oz		
Marbling Kit	Jacquard	EA	Yes	\$ 15.58					Yes	\$ 23.99		Yes	\$ 13.60		\$ 18.15	
Silk Color Kit	Jacquard	EA	Yes	\$ 25.86					Yes	\$ 34.39		Yes	\$ 28.24		\$ 26.89	
Workable Fixatif, 11oz, Spray Can	Krylon	EA	Yes	\$ 7.18					Yes	\$ 9.59		Yes	\$ 7.52		\$ 8.28	
Metallic Leafing Pen, Silver	Krylon	EA	Yes	\$ 7.70					Yes	\$ 9.59		Yes	\$ 8.56		\$ 9.93	
Chalkboard Pain, Black, Spray, 12oz Can	Krylon	EA	Yes	\$ 13.25					Yes	\$ 7.99		Yes	\$ 7.72		\$ 16.86	
Lenox Cotton Drawing Paper 11x14, 15 sheets	Legion	EA	Yes	\$ 20.49					Yes	\$ 31.19		Yes	\$ 5.38	*excluded from discount?	\$ 27.66	
Compact Elite Mat Cutter	Logan	EA	Yes	\$ 146.02					Yes	\$ 217.19		Yes	\$ 124.88		\$ 144.20	
Protecto Film 18x65	Pacon	EA	Yes	\$ 33.50					Yes	\$ 15.98		Yes	\$ 33.48		\$ 37.69	
25 Color Oil Pastel Set	Pentel	EA	Yes	\$ 3.94					Yes	\$ 4.79		Yes	\$ 3.36		\$ 5.25	
Color Pen Set, Assorted, Set of 36	Pentel	EA	Yes	\$ 21.70					Yes	\$ 37.59		Yes	\$ 19.16		\$ 18.49	
Micro Brush Tip Sign Pen, Set of 12	Pentel	EA	Yes	\$ 38.36					Yes	\$ 51.99		Yes	\$ 44.96		\$ 42.79	
Hi-Polymer Eraser, Pk of 3	Pentel	EA	Yes	\$ 1.59					Yes	\$ 4.39		No	\$ 1.50	Pk of 4, divide by 4, x3	\$ 7.27	
Mod Podge, Gloss, Pint	Plaid	EA	Yes	\$ 6.82					Yes	\$ 7.99		Yes	\$ 6.76		\$ 6.98	
Scholar Premier Pencil Sharpener	Prismacolor	EA	Yes	\$ 5.25					Yes	\$ 7.19		Yes	\$ 4.72		\$ 3.99	
Premier Colored Pencil - Colorless Blender	Prismacolor	EA	Yes	\$ 1.42					No	\$ 2.40	2pk, divide by 2	Yes	\$ 1.32		\$ 5.47	
Hand Lettering Set, Advanced, 13 Piece	Prismacolor	EA	Yes	\$ 17.70					Yes	\$ 39.99		Yes	\$ 26.20		\$ 30.70	12 count
Hand Lettering Set, Advanced, 8 Piece	Prismacolor	EA	Yes	\$ 13.93					Yes	\$ 28.79		Yes	\$ 16.60		\$ 16.24	Beginner
Tile Nipper	Professional	EA	Yes	\$ 12.77					No	\$ 4.80	Diff. brand.	Yes	\$ 11.64		\$ 13.99	ABN brand
Color Brush Pens, Assorted, Set of 12	Sakura	EA	Yes	\$ 23.19					Yes	\$ 31.99		Yes	\$ 21.44		\$ 29.88	
Junior Artist Oil Pastel, Assorted, Set of 12, Chubby	Sakura	EA	Yes	\$ 7.80					Yes	\$ 12.79		Yes	\$ 7.32		\$ 9.98	
Cray-Pas Expressionist Multicultural Oil Pastel Set	Sakura	EA	Yes	\$ 6.39					Yes	\$ 7.99		Yes	\$ 5.96		\$ 7.20	
Non-Hardening Modeling Clay, Assorted Colors, Set of 48	Sargent	EA	Yes	\$ 23.59					Yes	\$ 35.27		No	\$ 23.60	24pk, x2	\$ 36.20	
Ultimate Collection, Set of 45	Sharpie	EA	Yes	\$ 50.14					Yes	\$ 47.99		Yes	\$ 50.20		\$ 41.22	
4" Baren	Speedball	EA	Yes	\$ 20.75					Yes	\$ 27.99		Yes	\$ 20.60		\$ 25.48	
Printing Photo Emulsion, 26.4oz	Speedball	EA	Yes	\$ 21.58					Yes	\$ 23.99		Yes	\$ 16.48		\$ 29.40	
Lumograph Pencils, Set of 12	Staedtler	EA	Yes	\$ 17.18					Yes	\$ 24.79		Yes	\$ 14.96		\$ 17.40	
Plastic Eraser Stick	Staedtler	EA	Yes	\$ 2.80					Yes	\$ 3.59		Yes	\$ 2.65		\$ 6.95	
Wallet Portfolio, 23 x 31, red, with handles	Star Products	EA	Yes	\$ 8.24					Yes	\$ 15.99		Yes	\$ 7.52			
Glitter Yarn, Assortment, 4-ply, 8oz, Cone, 9 colors	Trait-tex	EA	Yes	\$ 124.35					Yes	\$ 168.79		Yes	\$ 114.12		\$ 142.54	Non-glitter
Woodburner Value Pen	Walnut Hollow	EA	Yes	\$ 13.64					Yes	\$ 12.79		Yes	\$ 13.08		\$ 12.64	
Utility Knife	X-Acto	EA	Yes	\$ 10.06					Yes	\$ 7.19		Yes	\$ 4.60		\$ 9.49	
Gripster Knife, Black, With Cap	X-Acto	EA	Yes	\$ 6.66					Yes	\$ 6.39		Yes	\$ 5.44		\$ 10.13	
				\$ 1,460.88			\$ 208.94			\$ 1,839.00			\$ 1,340.31		\$ 1,496.76	

	BLICK Art Materials	Lakeshore	MichaelsPro Education	Nasco Education
Manufacturer	Total SKUs	Total SKUs	Total SKUs	Total SKUs
Art Alternatives	227		904	2
Canson	567		130	51
Crayola	454		863	206
Createx	891		43	3
Dixon	140		99	18
Do-A-Dot	12		11	5
Dritz	24		655	37
Dynasty	387		5	94
Elmers	211		313	46
Faber-Castell	949		300	63
Fabriano	267		272	7
Fiskars	99		330	51
FloraCraft	47		149	
Golden	1784		160	4
Helix	38		34	20
Itoya	142		61	2
Jacquard	1095		185	43
Krylon	213		86	18
Legion Paper	288		21	1
Logan	72		31	6
Pacon	529		700	188
Pentel	294		200	20
Plaid	155		98	14
Prismacolor	697		92	58
Sakura	516		248	66
Sargent	342		298	101
Sharpie	253		227	65
Speedball	778		253	137
Staedtler	287		144	27
Star Products	57		6	11
Trait-tex	46		9	12
Walnut Hollow	82		62	22
X-Acto	58		80	19
Subtotals	12,001	-	7,069	1,417

	Blick	Lakeshore	MichaelsPRO	Nasco Education
#			3A COMPOSITES USA	3M STATIONERY PRODUCTS
A	Alvin		AMERICAN CRAFTS - GS	ACCO BRANDS INC
			ANHUI JINGXIAN CHUNYA TRADING CO	AMERICAN ART CLAY CO
			ANSWER(NINGBO)INTERNATIONAL TRAD	AMERICAN SCIENTIFIC LLC
			ART EQUIPMENT SUPPLY PTE LTD	
			ART SUPPLY ENTERPRISES INC	
B	Bienfang			
	Blick			
C	Canson			BULMAN PROD INC
			CAO XIAN LUYI WOODEN PRODUCT CO	
			CAOXIAN LUYI GUANGFA ART AND CRA	
			CHANGZHOU FEIWANG TOOL CO LTD	
			CHAOZHOU DAXING CERAMICS MANUFAC	
			CIXI FULI ELECTRONIC AND TOOLS C	
			CONDA GROUP HONGKONG LIMITED	
	Crayola		CRAYOLA LLC	CRAYOLA LLC
			CRICUT INC	
D			DEFLECTO LLC	DIAMOND TECH
			DIMENSIONS CRAFTS LLC PERLER IDI	
	Dixon Ticonderoga			DIXON TICONDEROGA CO
E				DO A DOT ART
	Elmer's			
F	Faber-Castell		FABER CASTELL USA INC (IMPOR	FABER CASTELL USA INC
			FABRIC EDITIONS INC	FLORACRAFT CORP
			FLORA CRAFT CORPORATION	
			FUJIAN SHENGZHI TRADE CO LTD	
G	General's			GENERAL PENCIL CO
			GILDAN USA INC	
H				HANDY ART
			HARBORTOWN INDUSTRIES INC (IMPOR	
	Helix			
			HEZE MAXWELL WOODEN PRODUCTS CO	
			HOME ACRYLIC INC	
			HORIZON GROUP USA (IMPORT)	
				HYGLOSS PRODUCTS INC
I			ICI GLOBAL HK CO LIMITED	
			INTCO INTERNATIONAL (HK) CO LIM	
	Intertape			
J				JACK RICHESON & CO INC
K	Kemper			
	Kum			
L			L 3 SALES AND SOURCING INC (DOME	
		Lakeshore		LEGION PAPER
			LEES GROUP INTERNATIONAL CO LIM	
			LIFE OF THE PARTY	
	Liqui-Mark			
M			MACPHERSONS	
			MAKE IT REAL LLC	
	Maped			MILLIES PRODUCT

N

NAKOMA PRODUCTS LLC	
	NASCO PARK ST WORKORDER
	NASCO PICK UNASSEMBLED
	NIDEC-SHIMPO AMERICA
NINGBO MERRYART GLOW TECH CO LTD	
NINGBO QTOP IMPORT AND EXPORT CO	
NINGBO SRS INTERNATIONAL TRADING	
NINGBO TOFOAM STATIONERY CO LTD	
NINGBO XINTENG NEEDLE CO.,LTD	

No Brand

NORTON COMPANY

P

Pacon

NOVELINKS LLC	
PAISLEY CRAFTS LLC DBA I LOVE TO	
	PAOLI CLAY CO
	PENTEL OF AMERICA LTD
PHOENIX STATIONERY VIETNAM CO LT	
POLYESTER FIBERS LLC GS	
PREMIUM BAG & BOX MANUFACTURING	
PRIMA ARTIFICIAL FLOWER THAILAND	
PROSPERITY PAPER PRODUCT CO LTD	

Paper Mate

Pentel

Prang

Prismacolor

Pro Art

R

Richeson

RISE INTERNATIONAL

ROYAL BRUSH

S

Safe-T

Sakura

SAS

Scratch-Art

Sharpie

Soft-Kut

Speedball

Staedtler

Star Products

Strathmore

SAFARI PROGRAMS INC	
	SAKURA OF AMERICA
	SANFORD CORPORATION
	SARGENT ART INC
	SCRATCH ART
SEAMAN PAPER COMPANY OF MA	
	SKUTT CERAMIC PRODUCTS
SKYFELT S A DE C V	
	SPECTRUM CRAFTS
	SPEEDBALL ART PROD CO
SPINRITE CORP	
STAEDTLER MARS LTD	
	STAR PRODUCTS
SUPREME LIFESTYLE PVT LTD	
SUQIAN LANGER INTERNATIONAL TRAD	
TEST RITE - DONGGUAN XINGXUFA CO	
TEST RITE - GOLDEN ACE INDUSTRIA	
TEST RITE - SARATHY EXPORT FABRI	
TEST RITE ALL TIME PLASTICS PVT	

T

U UHU
Uni-Ball
Utrecht

V
W Westcott

X X-Acto

Z

TESTRITE-WORLD FOREST CO.,LTD

VELCRO USA INC

WITZEND WORKSHOP LLC

XINGTAI PANYA HOME PRODUCTS CO L

ZHENG TIAN GARDEN AND CRAFT LTD

Vendor	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	UOM	List Price	Category Discount	Net Price To Member	Comments
MichaelsPRO	MICHAELSPRO PACKS	12 PACKS: 12 CT. (144 TOTAL) CRAYOLA® COLORED PENCILS	CRAYOLA LLC	68-4012	MP620666	PACK	\$ 26.16	5%	\$ 24.85	\$2.07 per unit when divided by 12
Nasco Education	Pencils	PENCILS CRAYOLA COLOR ST12	CRAYOLA LLC	68-4012	9705758	ST	2.95	20%	\$ 2.36	\$ 0.29
MichaelsPRO	CRAYOLA	CRAY CRYLA 8 PAN W/C WASH 1 BR	CRAYOLA LLC	53-0525	10620690	EA	\$ 3.99	20%	\$ 3.19	\$ 0.87
Nasco Education	Watercolor	PAINT CRAY WASH W/C SQ ST8	CRAYOLA LLC	53-0525	9705854	ST	2.90	20%	\$ 2.32	
BLICK	Illustration and Drawing Supplies=>	Crayola Colored Pencil Set - Assorted Colors, Set of 24	Crayola	68-4024	20519-1209	Each	\$ 6.31	20%	\$ 5.05	\$ 0.53
Nasco Education	Pencils	PENCILS CRAYOLA COLOR ST24	CRAYOLA LLC	68-4024	9705759	ST	5.65	20%	\$ 4.52	
BLICK	Illustration and Drawing Supplies=>	General's Factis Extra Soft Eraser	General's	ES-20	21508-0000	Each	\$ 0.90	20%	\$ 0.72	
Nasco Education	Erasers	ERASER FACTIS X-SOFT	GENERAL PENCIL CO	ES-20	9723719 A	EA	1.05	20%	\$ 0.84	\$ 0.12
BLICK	Illustration and Drawing Supplies=>	Pentel Oil Pastel Set - Assorted Colors, Set of 12	Pentel	PHN-12	20020-1209	Each	\$ 2.38	20%	\$ 1.90	\$ 0.26
Nasco Education	Chalks & Pastels	PASTELS PENTEL OIL ST/12	PENTEL OF AMERICA LTD	PHN-12	9707915	ST	2.05	20%	\$ 1.64	

3 - Support Services

*Please note this workbook has multiple sheets.

OPTIONAL FORM

Installation & Design Services	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	White Glove Installation	20% of your order	Free for orders over \$20,000.00	N/A	N/A	N
N/A-Nasco does not install, Assemble or remove debris						

Extended Warranty	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	N/A-Nasco honors standard manufacturer warranties					

Training Services	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	Professional Development Training					
Professional Development Workshop, Training, Environmental Walkthrough and Product Demonstration (full day, 3-6 hours)	\$4,000.00				N	
Professional Development Workshop, Training, Environmental Walkthrough and Product Demonstration (half-day, up to 3 consecutive hours)	\$3,000.00				N	
Virtual Training (90-minute webinar session)	\$1,500.00				N	
Virtual Training (60-minute webinar session)	\$1,000.00				N	

Maintenance Support	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.

Other Services	Description	Standard Price & Rate	Discounted Price & Rates	Per Diem Charges (if any)	Mileage Charges (if any)	Additional Discounts on Large Projects: Y/N, please detail if Yes.
	Classroom and School Design	FREE	N/A	N/A	N/A	N



November 23, 2022

The Cooperative Purchasing Connection (CPC) has received notice that a response from Blick Art Materials, herein Blick, is pending contract approval from the Association of Educational Purchasing Agencies (AEPA).

The response offered by Blick to AEPA's solicitation matches Blick's response to CPC's Request for Proposal (RFP) for Fine Arts Materials, Supplies, and Equipment.

Since CPC is an active member of AEPA, CPC will wait for the results of the pending approval before making a final recommendation on its RFP. Voting will occur at the AEPA Winter Meeting, November 29-30, 2022.

Should AEPA approve Blick's response, CPC reserves the right to re-evaluate responses from its RFP.

Regards,

DocuSigned by:

Jane Eastes

6D9BB132BB3040A...

Jane Eastes | Deputy Executive Director
Cooperative Purchasing Connection

CC: Evaluation Committee
Procurement File

From: [Kristine Urbowicz](mailto:Kristine.Urbowicz@purchasingconnection.org)
To: contracts@dickblick.com
Cc: [Lisa Truax](mailto:Lisa.Truax@purchasingconnection.org)
Subject: RFP# 23.5 Fine Arts Materials, Supplies & Equipment Non-Award
Date: Friday, December 30, 2022 11:04:10 AM
Attachments: [image001.png](#)
[image002.png](#)



Dear Heather:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #23.5 Fine Arts Materials, Supplies, and Equipment.

The evaluation committee, using the criteria outlined in the RFP documents, have completed their review of the proposals received. The evaluation committee did not recommend your proposal for award.

CPC would like to thank you for your proposal and interest in this RFP. CPC will look forward to your participation in future RFPs for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,

Kristine Urbowicz
Procurement Specialist
612.747.1839 (direct) | 888.739.3289
<https://purchasingconnection.org/>



*My working hours may not be yours.
Please do not feel obligated to reply outside of your normal working hours.*

From: [Kristine Urbowicz](#)
To: [Mike Duong](#)
Cc: [Lisa Truax](#)
Subject: RFP# 23.5 Fine Arts Materials, Supplies & Equipment Non-Award
Date: Friday, December 30, 2022 11:02:16 AM
Attachments: [image001.png](#)
[image002.png](#)



Dear Lakeshore Learning Materials Team:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #23.5 Fine Arts Materials, Supplies & Equipment.

The evaluation committee, using the criteria outlined in the RFP documents, have completed their review of the proposals received. The evaluation committee did not recommend your proposal for award.

CPC would like to thank you for your proposal and interest in this RFP. CPC will look forward to your participation in future RFPs for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,

Kristine Urbowicz
Procurement Specialist
612.747.1839 (direct) | 888.739.3289
<https://purchasingconnection.org/>



*My working hours may not be yours.
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From: [Kristine Urbowicz](#)
To: bryanw@michaels.com
Cc: [Lisa Truax](#)
Subject: RFP# 23.5 Fine Arts Materials, Supplies & Equipment - Non-Award
Date: Friday, December 30, 2022 11:02:18 AM
Attachments: [image001.png](#)
[image002.png](#)



Dear Bryan:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #23.5 Fine Arts Materials, Supplies & Equipment.

The evaluation committee, using the criteria outlined in the RFP documents, have completed their review of the proposals received. The evaluation committee did not recommend your proposal for award.

CPC would like to thank you for your proposal and interest in this RFP. CPC will look forward to your participation in future RFPs for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,

Kristine Urbowicz
Procurement Specialist
612.747.1839 (direct) | 888.739.3289
<https://purchasingconnection.org/>



My working hours may not be yours.

Please do not feel obligated to reply outside of your normal working hours.

From: [Kristine Urbowicz](#)
To: bids@nascoeducation.com
Cc: [Lisa Truax](#)
Subject: RFP# 23.5 Fine Arts Materials, Supplies & Equipment - Award
Date: Friday, December 30, 2022 11:02:48 AM
Attachments: [image001.png](#)
[image002.png](#)
[Award Letter - Nasco 23.5 12.30.2022.pdf](#)



Dear Michelle:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #23.5 Fine Arts Materials, Supplies & Equipment.

The evaluation committee, using the criteria outlined in the RFP documents, have completed their review of the proposals received.

CPC is pleased to announce that your proposal received a recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

Please review the formal award letter attached to this notification email.

CPC looks forward to working with you.

Regards,

Kristine Urbowicz
Procurement Specialist
612.747.1839 (direct) | 888.739.3289
<https://purchasingconnection.org/>



*My working hours may not be yours.
Please do not feel obligated to reply outside of your normal working hours.*

December 30, 2022

Nasco Education LLC
Attn: Michelle Au
901 Janesville Avenue
Fort Atkinson, WI 53538

Award Decision, RFP #23.5 Fine Arts, Materials & Supplies

Dear Michelle:

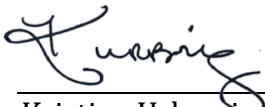
The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #23.5 Fine Arts, Materials & Supplies.

The evaluation committee, using the criteria outlined in the RFP documents, have completed their review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,



Kristine Urbowicz | Procurement Specialist
Cooperative Purchasing Connection

CC: Procurement File

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name _____	Date <u>10/17/22</u>
Address _____	City, State, Zip _____
Contact Person _____	Title _____
Authorized Signature <u><i>Michelle Orr</i></u>	Title _____
Email _____	Phone _____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Awarding Agency	Cooperative Purchasing Connection		
<hr/>			
Authorized Representative	_____		
Name Printed or Typed	<u>Jane Eastes, Deputy Executive Director</u>		
Awarded this	<u>30th</u>	day of	<u>December, 2022</u>
Contract Number	<u>23.5 - NAS</u>		
Contract to Commence	<u>January 1, 2023</u>		